

**INVITATION TO BID**

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157

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**TITLE:**

Security Guard Services – Thalatta Estate Park

**ITB NO.:**

1819-12-007

**DUE DATE:**

Thursday, February 21<sup>st</sup>, 2019 at 3:00pm (Municipal Building)

**ISSUED:**

Thursday, January 24<sup>th</sup>, 2019

**CONTACT PERSON:**

Ms. Fanny Carmona  
Director  
Dept. of Parks and Recreation  
FCarmona@palmettobay-fl.gov

Mrs. Litsy C. Pittser  
Procurement Specialist  
Office of the Village Manager  
Procurement Division  
LPittser@palmettobay-fl.gov

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## SECTION 1.0: Advertisement



### Village of Palmetto Bay

### INVITATION TO BID (ITB)

### Security Guard Services – Thalatta Estate Park

### No. 1819-12-007

The Village of Palmetto Bay is currently soliciting bids from qualified companies to provide unarmed security during specific and assigned events at the Village parks but mainly Thalatta Estate Park. These services are to be provided with certain performance measures defined by this ITB.

Sealed bids will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Thursday, February 21<sup>st</sup>, 2019** at which time they will be publicly opened and announced.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids&RFP's. Documents shall be available on **Thursday, January 24<sup>th</sup>, 2019 at 9:00am**. Please submit an original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Security Guard Services-Thalatta Estate Park ITB # 1819-12-007"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser in writing at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

The Village reserves the right to reject any and all bids, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **Introduction**

#### **General**

- a) The Village is requesting sealed bids from qualified and experienced firms to provide Security Services to Thalatta Estate Park for the Department of Parks and Recreation. Thalatta Estate Park books many weddings and venues that require security services. These services are on an “as needed” basis. The venues are booked well in advance and the vendor will be notified for their services immediately upon the booking. These services cover 365 days a year including holidays if needed. The Contract Agreement is for two (2) years with options to extend. Upon mutual agreement of both the vendor and the Village of Palmetto Bay, the contract may be extended for an additional three (3) one (1) year option not to exceed Five (5) consecutive years. The vendor must have all the insurance requirements up to date on a yearly basis and provide proof to the Village in order to extend any option.
  
- B) The successful Vendor must be an independent Vendor and the individual(s) assigned to work for the Village by the Vendor shall be subject to the approval of the Village and will not be a Village employee(s). A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8 of this ITB. The background checks will be provided to the Village. Any individuals with a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village’s adopted Shannon Melendi Ordinance would precluded from providing services.

### **Estimated Schedule**

The Village anticipates that ITB activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

INVITATION TO BID Legal Advertisement                      January 24<sup>th</sup>, 2019

Last Date for Submittal of Written Questions              February 15<sup>th</sup>, 2019      03:00pm  
Prior to Proposal Due Date

**Bids Due**                                                                      February 21<sup>st</sup>, 2019      03:00pm \*\*

Attn: Missy Arocha, Village Clerk  
Municipal Building  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

**\*\* or before 3:00pm on February 21<sup>st</sup>, 2019.**

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Bids**

### **3.00 Requirement to Meet All Provisions**

Each Vendor submitting a bid (Vendor) shall meet the terms and conditions of the INVITATION TO BID (ITB) specifications package to the satisfaction of the Village. By virtue of its bid submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the ITB specifications.

### **3.01 Errors and Omissions in ITB**

Vendors are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding ITB**

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division – Village Manager's Office  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Friday, February 15<sup>th</sup>, 2019 at 3:00pm.

### **3.03 Addenda to ITB**

The Department may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the ITB for proposal purposes. The Department will make reasonable efforts to notify Vendors in a timely manner of modifications to the ITB. Notwithstanding this provision, the Vendor shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall*

*acknowledge receipt of any addenda by indicating same in their bid submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the bid herein. Failure to acknowledge any addenda may cause the bid to be rejected.

### **3.04 Bid Withdrawal and Opening**

A Vendor may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the bid will be returned to the Vendor unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Vendors who withdraw their bids prior to the designated date and time may still submit another bid if done in accordance with the proper time frame. If the Vendor chooses to withdraw their bid after the Vendor has been granted the award, there will be fees that will be incurred to the Vendor as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the bids.

### **3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Vendor to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this ITB does not constitute an agreement by the Village that any award will actually be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an INVITATION TO BID; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals.
- Bids received after the deadline will not be considered.
- Any late withdrawal from a Vendor that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored Vendor.

### **3.07 No Waiver**

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Vendor to observe any provision of this ITB.

### **3.08 Cone of Silence**

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein

Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract, including but not limited to costs incurred by the Vendor as a result of preparing a response to this ITB.

Vendors are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Vendor’s risk.

### **3.10 Certification**

The signer of the Response (to this ITB) must declare by signing all the required forms Vendor included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Vendor/Vendor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement



8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications

### **3.11 Public Records**

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

### **3.12 Retention of Responses**

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Vendor is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle accident.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### **3.14 Accounting**

The Vendor shall submit invoices detailing the services rendered project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Vendor shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

### **3.16 Submittal of One Bid Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one bid, except an alternative bid when specifically requested; however, an individual or business entity that has submitted a sub-bid to a Vendor submitting a bid, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-bid or from quoting prices to other Vendors submitting bids.

### **3.17 Vendor Responsibilities**

The Vendor shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Vendor's personal property, the Vendors' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 Property of the Village**

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

### **3.20 Litigation**

All Vendors shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Vendor, any of its employees, or sub-vendor has been involved in within the last three (3) years.

### **3.21 Sub-Vendor**

If any Vendor submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting vendor will need to abide by all the requirements as the prime Vendor.

### **3.22 Indemnification**

The Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Vendor or its employees, agents, servants, partners, principals or sub-vendor. The Vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where

applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

### **3.23 Quality - Not Applicable**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new. The items ITB must be new, the latest model, of the best quality, and highest grade workmanship.

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

[www.municode.com](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 Force Majeure**

The performance of any act by the Village or Vendor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due Vendor for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

### **3.26 Work Delays – Not Applicable**

Should the Vendor be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Vendor. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

### **4.00 Scope of Work**

The Village of Palmetto Bay intends to select a Vendor, as determined by the Village, to provide Security Guard Services to Thalatta Estate Park as primary location. Dates and times will be on an as-needed basis, with specific duties as described therein. Thalatta Estate Park include, but are not limited to:

#### **1. Thalatta Park**

17301 Old Cutler Road  
Palmetto Bay, Florida 33157

The successful Vendor shall provide unarmed security guard services for specified, assigned events on days and times determined by the Village on an as needed basis; as well as other Village facilities (e.g. Village Hall, Public Service job/construction sites if needed).

### **4.01 Restrictions and Conditions**

The selected Vendor shall adhere to the following rules and conditions concerning Security Guard Services to Thalatta Estate Park primary location and other Village facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

### **4.02**

#### **1. General Requirements**

- a) The Vendor shall provide personnel which shall possess desirable qualities and knowledge to carry out specific tasks including, but not limited to, presenting a form of visible/active protection and comfort level in the safeguarding of Village personnel, facility patrons and respective property. The unarmed guard shall need to have the ability to deal with the public; defuse threatening situations and unruly individuals if necessary; monitoring assigned areas; monitoring entry gate access; check lighting; safeguarding patron vehicles and patron passage from parking lot to event site. The unarmed security guard shall enforce professionally and courteously the facility rules and regulation which shall be given to the Vendor upon award. An example of those rules includes but not limited to restrict and prohibit unauthorized individuals/groups from utilizing the facility; assist in directing traffic; ability to remain alert and act calmly and quickly in the event of an emergency with the ability effectively communicate with supervisory personnel and/or emergency services.

- b)** Vendor's security guard personnel must possess any State, County or City license which may be required to perform such services, be no less than 21 years of age; have a high school diploma or G.E.D. and possess good human relations skills. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, which will include an FDLE (Florida Department of Law Enforcement), medical examination which includes drug screening; all which shall be the financial responsibility of the successful Vendor. All must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.
- c)** Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Vendor relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct.
- d)** The Vendor is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel can assume the responsibilities of respective assignments. The costs of any and all training shall be considered as a part of the Vendor's operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village's request. The Vendor agrees to comply with any State, County or Village, for periodic training to ensure continued level of service.
- e)** Vendor shall provide a supervisor to provide supervisory responsibility over all Vendor personnel on duty for respective assignment. This individual shall understand that he/she will be responsible for contacting all security guards at all times and respond to inquiries or request of the Village. This person shall also serve as a backup if a security guard does not report for duty and conditions merit.
- f)** The supervisor is required to sign in and out with a Village of Palmetto Bay representative at the beginning and end of each shift.

- g)** In the event of tardiness or a no-show at an event, the Vendor will be required to pay an amount equal to the agreed upon hourly charge for each personnel not present. If there is a “no show” the Vendor will need to reimburse Village of Palmetto Bay for the Village’s expense on hiring another Company or Individuals to complete the task.

## **2. Uniforms/Equipment**

- a)** The Vendor is responsible for assuring that all personnel maintain a neat appearance in accordance with contract standards, security personnel must be well groomed and neatly uniformed. Uniforms are to include shoes, clean and ironed shirt (with buttoned cuffs if long sleeve shirt), cap optional, ID badge, whistle on a chain, writing implements, flashlight, and other optional equipment as may be required up to and including responsibility for maintenance and replacement of uniforms as may be necessary. All security personnel shall wear a nameplate bearing his/he name, and company issued photo ID card. During cold weather periods, jackets worn by security guard personnel must be Vendor issued and with identifiable patch or similar means of identifying as Vendor services.
- b)** While on duty, security personnel shall not be permitted to have on themselves any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by the Village.
- c)** Required equipment shall include:
- i.** Whistle with metal chain attachment
  - ii.** Flashlight (heavy duty to include spare batteries)
  - iii.** Communications System: handheld radios as licensed and approved for use by the Federal Communications Commission) or similar reviewed and authorized by Village. Supervisor(s) on duty shall be required to carry such communication devices. For all contracted events, the Vendor shall also provide one device to the respective facility manager.
  - iv.** Optional equipment shall include 1) golf cart and; however, Vendor may offer additional items for Village’s consideration.
  - v.** Vendor shall provide all working materials necessary for proper performance or this Contract including, but not limited to, bounded logbooks, notebooks, pens, pencils, etc.

All equipment must be acceptable to the Village in terms of reliability and safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

### **3. Facilities**

- a) The Village currently has jurisdiction over five (5) parks and may request additional security guard services on other locations. The main service will be conducted at Thalatta Estate Park. Functions may include special events, weddings, parties, picnics, etc. with on-site or satellite facilities. Off-site satellite facilities may or may not be owned by the Village; however, it is understood that authorization has been granted for Village use. As noted under Insurance requirements, designated satellite locations must also be named as Additional Insured.

### **4. Assignments and Proposed Rates**

- a) It is the preference of the Village that proposed hourly rates are constant and as such, it is suggested that Vendor not issue a proposal with higher hourly rates for weekends, holidays and/or special events. Vendors shall be aware that personnel requirements are subject to change based on the needs of the Village and that no guarantees are made as to the number of hours afforded regardless of the number of personnel utilized by the Village, the hourly rate remain constant and unchanged.
- b) Assignments and the number of security guard personnel required for services at a scheduled event/site will be determined and scheduled by the Village. The Village shall make every effort to give sufficient advance notice as to security guard personnel needs; however, if needed, the Village may request services upon a 48-hour notice to Vendor. The Village shall not pay for any scheduled services not received; such as times Vendor personnel are late for, or absent from, work.

## **SECTION 5**

### **5.0 Evaluation and Content of Bids**

Bids submitted will be evaluated by the Village of Palmetto Bay Parks and Recreation Department. Once a submittal has been approved, a recommendation will be sent to the Manager for approval. Once approved by the Village Manager who shall in turn provide a recommendation to the Village Council. Failure to provide the required information in this invitation to bid shall disqualify any such Bid as non-responsive and such Bid shall not be considered. The Parks and Recreation Department shall also disqualify any Vendors that make exaggerated or false statements. The evaluation of the Bids and the determination of conformity and acceptability shall be the sole responsibility of the Parks and Recreation Department. Such determination shall be based on information furnished by the Vendor, as well as other information reasonably available to the Village. The Parks and Recreation Department may make such investigations as it deems necessary to determine the ability of the Vendor to perform the services and the Vendor shall furnish the Village all such information as the Parks and Recreation Department or Village Manager may request before and during the



Bidding and Review periods. The Parks and Recreation Department reserves the right to make additional inquiries, interview some or all Vendors, make site visits, obtain credit reports, or take other action it deems necessary to fairly evaluate all Vendor.

## **5.1 Evaluation**

The Parks and Recreation Department assigned personnel shall evaluate and rank each Bid. Selection will be granted to the highest scored Vendor.

Bids shall be evaluated and ranked based on, among additional factors, the following:

### **Points**

25	Cost of Services
25	The firm's performance on comparable contracts. (References).
25	Methodology to perform the services to fulfill the Scope that the bid requires.
<u>25</u>	Vendor's years in the Security Guard service business.

**100 Total Available Points**

## **5.2 Preparation of Bids:**

1. Vendor/Vendor will need to provide (1) copies, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Bids will be submitted in one package marked "Security Guard Services - Thalatta Estate Park Proposal" ITB 1819-12-007 to include the name of company, address, contact person and phone number.
3. The package with the bids inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Vendors are reminded that it is the sole responsibility of the Vendors to ensure that their Bid is time stamped in at Village Hall prior to **3 p.m., local time, on February 21<sup>st</sup>, 2019**. The Village's time/date stamp will be considered as the official time. Failure of a Vendor to submit their Bid and ensure that their Bid is time stamped prior to the time stated above shall render a Vendor non-responsive and the Bid shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Vendor to any part of the Bid document shall be initialed in ink. Failure to manually sign the appropriate Bid forms will disqualify the Vendor and the Bid will not be considered.

Bids by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Bids by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

### **5.3 Preparation of Bids:**

#### ***1. Introduction Letter***

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

#### ***2. Experience***

Vendor shall have a minimum of three (3) years of successful experience in providing Security Guard Services. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor shall provide three references for the jobs summarized.

#### ***3. Financial Stability***

Vendor shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Bids shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows. **(This Information Shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from**

**FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information.)**

#### ***4. Litigation History***

Vendor shall provide a summary of any litigation or arbitration that the Vendor, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

#### ***5. Insurance Requirement***

Vendor shall provide proof in the form of a certificate of insurance complying with the requirements specified in this ITB or evidence of insurability in the form of a letter from its insurance carrier indicating that the Vendor is able to obtain the required insurance and that the Vendor shall add the Village as an additional insured.

#### ***6. Vendor Non-Collusion Certification***

Any Vendor submitting a Bid to this ITB shall complete and execute the Non-Collusion Affidavit of the Vendor (Form entitled Non-Collusion Affidavit) included in these ITB documents.

#### ***7. Drug-Free Workplace***

The Vendor shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the ITB response.

#### ***8. Addenda***

The Vendor shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Bid in order to have the Bid considered. In the event any Vendor fails to acknowledge receipt of such addenda, his/her Bid shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Bid shall constitute acknowledgment of receipt of all addenda, whether received by him/her.

**9. *Independence Affidavit***

The Vendor shall list and describe their relationships with the Village in accordance with the ITB (Form entitled Independent Affidavit).

**10. *Bid Sheet***

The Vendor will fill in the bid sheet and submit with proposal.

**END OF SECTION**

## **SECTION 6.0: Required Proposal Submittal Forms**

### **DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**SUB-VENDOR LIST**

Vendor shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

**END OF SECTION**

### **REFERENCES**

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

## VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Security Guard Services – Thalatta Estate Park

ITB# 1819-12-007



Name of Bidder: \_\_\_\_\_

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initial Value of Contract: \_\_\_\_\_ Final Value of Contract: \_\_\_\_\_

Was the work performed timely: \_\_\_\_ Yes \_\_\_\_ No

Was the work performed to acceptable quality standards: \_\_\_\_ Yes \_\_\_\_ No

Would you enter into a contract with the vendor in the future? \_\_\_\_ Yes \_\_\_\_ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? \_\_\_\_ Yes \_\_\_\_ No

Total number of change orders: \_\_\_\_\_ Were any contractor driven: \_\_\_\_\_

Number of RFI's submitted by the vendor: \_\_\_\_\_

If you responded no to any of the above please provide details:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Public Entity/Company: \_\_\_\_\_

Name of Individual completing this form: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Thank you for your support in helping us evaluate our solicitation response.



**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor/Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA                }  
                                              }  
COUNTY OF MIAMI-DADE       }

SS:

\_\_\_\_\_being first duly sworn, deposes and says  
that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached  
Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, agents,  
representatives, employees or parties in interest, including this affiant, have in any way  
colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person  
to submit a collusive or sham response in connection with the work for which the attached  
Proposal has been submitted, or to refrain from responding in connection with such work, or  
have in any manner, directly or indirectly, sought by agreement or collusion, communication, or  
conference with any Vendor or person to fix this Proposal or to secure through any collusion,  
conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto  
Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**SWORN STATEMENT PURSUANT TO**  
**SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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 Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:

\_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and 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 of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and 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, ore 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 Proposal 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 management of any entity.

Signed, sealed and delivered In the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

☐ Did take an oath or  
☐ Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by:

\_\_\_\_\_  
*(print individual's name and title)*

for:

\_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address  
is: \_\_\_\_\_

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

\_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

☐ Personally known to me, or  
☐ Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
☐ Did take an oath or  
☐ Did not take an oath.



**BUSINESS ENTITY AFFIDAVIT**  
**(VENDOR / VENDOR DISCLOSURE)**

Vendor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Vendor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or bid, if any Vendor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Vendor or Vendor may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or bids for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

---

*Federal Employer Identification Number (If none, Social Security Number)*

CONTINUED ON FOLLOWING PAGE

---

*Name of Entity, Individual, Partners or Corporation*

---

*Doing Business As (If same as above, leave blank)*

---

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____
_____
_____
_____
_____
_____
_____

CONTINUED ON FOLLOWING PAGE

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)

o Did take an oath or  
o Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Vendor), hereby  
acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of  
Palmetto Bay \_\_\_\_\_, ITB# **1819-12-007**, as specified,  
have the sole responsibility for compliance with all the requirements of the Federal  
Occupational Safety and Health Act of 1970, and all State and local safety and health  
regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any  
and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**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 Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC

SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)

- o Personally known to me, or
- o Produced identification:

---

(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

---

---

---

---

---

---

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Vendor: \_\_\_\_\_

Date: \_\_\_\_\_



Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-			-		
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [www.irs.gov/w9](http://www.irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Security Guard Services - Thalatta Estate Park  
ITB No. 1819-12-007 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: \_\_\_\_\_  
Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on  
\_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Security Guard Services - Thalatta Estate Park  
ITB No. 1819-12-007 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is \_\_\_\_\_, 20\_\_\_\_. The contract is for two (2) years with a three (3) one (1) year options with approval by the Village and the Vendor not to exceed five (5) consecutive years.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Parks and Recreations will be responsible to assure that said Vendor is complying within the scope of this ITB.

Sincerely yours,

\_\_\_\_\_  
Litsy C. Pittser, Procurement Specialist

## **SECTION 8.0: Exhibits**

**VILLAGE OF PALMETTO BAY**  
**SECURITY GUARD SERVICES - THALATTA ESTATE PARK**  
**CONTRACTUAL AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and \_\_\_\_\_ authorized to do business in the State of Florida, (hereinafter referred to as “Vendor” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an INVITATION TO BID (“ITB”) on \_\_\_\_\_, and

WHEREAS, Vendor submitted a Bid dated \_\_\_\_\_ in response to the Village’s request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the ITB and Vendor’s Proposal submitted in response to the ITB (“Services”),

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

Article 1      Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) Specifications and Proposal Documents prepared by the Village for Security Guard Services - Thalatta Estate Park ITB No. 1819-12-007 (Exhibit 1).

(ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated \_\_\_\_\_. (Exhibit2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

## Article 2      Scope of Work

A. Vendor agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Vendor represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

## Article 3      Qualifications

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor possesses all of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the work herein described. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

## Article 4      Payment and/or Fees

The Vendor shall submit invoices detailing the services provided, project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

## Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Vendor shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Vendor under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

#### Article 6      Termination

##### **A. Termination/Cancellation of Contract Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Termination or cancellation of the contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit of money due on Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor prior to the termination of the contract.

##### **B. Termination Because of Default**

Without waiving the right to terminate without cause on thirty (30) days' notice, a party may issue a written notice to the other claiming that the other party is in breach of contract and giving the other party ten (10) calendar days to cure the default. If the alleged breach of contract is not cured, then the party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Vendor of any deliverables and work product due prior to the termination of the Contract (this will include but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.)

#### Article 7      Hold Harmless and Indemnification of the Village

The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

#### Article 7      Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of two (2) years with an option to renew at the Villages request, every year after contract expires but will not exceed more than five (5) consecutive years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

#### Article 8      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

#### Article 9      Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

The Vendor shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.



## Article 10      Indemnification

Vendor shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners, principals or sub-Vendors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

## Article 11      Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Vendor. Certificates of Insurance must be submitted to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.
- errors and omissions or Vendor liability insurance - \$1,000,000
- Garage Liability Insurance - \$ 1,000,000

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.



Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Vendor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Vendor of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Vendor fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Vendor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Vendor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

#### Article 12      Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 13      Severability

If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 14      Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15      Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct. No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Vendor, whether or not similar to the act so consented to or approved.

Article 16      Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Vendor:

Edward Silva, Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17      Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Vendor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

Article 18      Assignment

The Vendor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Vendor shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Vendor from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 19      Prohibition Against Contingent Fees

Vendor warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Vendor, corporation, individual or Vendor, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20      Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 21      Conflict of Interest

Vendor agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22      Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23      Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24      Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 25      Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26      Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 27      Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28      Jurisdiction and Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 29      Sovereign Immunity and Attorney's Fees.

The Village does not waive sovereign immunity under 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this contract, the prevailing party shall be entitled to its reasonable attorney's fees and costs in any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 30      Permits, Licenses and Filing Fees

The Vendor shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Vendor's work.

Article 31      Safety Provisions

The Vendor shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 32      Public and Employee Safety

Whenever the Vendor's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 33      Preservation of Village Property

The Vendor shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Vendor's operations, it shall be replaced or restored at the Vendor's expense. The facilities shall be replaced or restored to a condition as good as when the Vendor began work.

Article 34      Immigration Act of 1986

The Vendor warrants on behalf of itself and all sub-Vendors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Article 35      Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 36      Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Vendors are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Vendor and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Vendor or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Vendor to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

In the event that, after awarding the contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Vendor's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37      Warranty of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38      Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

VENDOR

Village of Palmetto Bay

\_\_\_\_\_

ADDRESS

ADDRESS

9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

Edward Silva

Print Name

\_\_\_\_\_

Print Name

Village Manager

Title

\_\_\_\_\_

Title

ATTEST

\_\_\_\_\_  
Missel Arocha  
Village Clerk

\_\_\_\_\_  
Witness

APPROVED AS TO FORM BY

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Village Attorney



# EXHIBIT #1

## BID SHEET

**ITB# 1819-12-007 Security Guard Services**

**Thalatta Estate Park (Primary) and Other Facilities**

1. Uniformed, Unarmed Security Guard Hourly Rate \$\_\_\_\_\_

**\*\* All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions!**

1. The price listed in the bid form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.

2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

3. I understand and agree to be bound by the conditions contained in this Invitation to Bid and shall conform with all requirements of the Invitation to Bid.

---

Name: (Please Print)

---

Offeror Signature Title: Date: