

## Request for Proposals

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

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### TITLE:

Upgrading Existing Data Center

### RFP NO.:

**2022-06-005**

### DUE DATE:

**TUESDAY, FEBRUARY 1<sup>st</sup>, 2022**

**on or before 3:00 p.m. EST  
Municipal Building**

**ISSUED: TUESDAY, JANUARY 11<sup>th</sup>, 2022**

### CONTACT PERSONS:

IT Manager  
Eric Machado  
Village of Palmetto Bay  
[EMachado@palmettobay-fl.gov](mailto:EMachado@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Village Managers Office – Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



### Request for Proposals (RFP)

**No. 2022-06-005**

Upgrade Existing Data Center

The Village of Palmetto Bay, Florida is soliciting Proposals to upgrade and refresh its existing data center environment. The Village will **receive sealed Proposals no later than 3:00 p.m.** on or before **Tuesday the 1<sup>st</sup> day of February 2022** (late submittals, email submittals, and facsimile submissions will not be accepted) at the Office of the Village Clerk, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157. All Proposals received will be publicly opened and read aloud on said date and time at the Village Hall, 9705 E Hibiscus Street, Palmetto Bay, Florida 33157, before the Procurement Specialist or his designee.

To be considered, all interested parties must request copies of the Proposal documents and submit one (1) original, one (1) copy and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the Proposal title. The respondent shall bear all costs associated with the preparation and submission of the response to the Proposal.

A mandatory, pre-bid meeting is scheduled for **Tuesday, January 25<sup>th</sup>, 2022**, at 10:00 a.m. (Virtually) instructions to attend are located in the solicitation. Bid documents may be obtained on or after **Tuesday, January 11<sup>th</sup>, 2022**. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) and by clicking Bids & RFP's. If you cannot download the documents, please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

No Proposal shall be withdrawn after the opening of the Proposal without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading Proposals. The Village reserves the right to reject any and all Proposals or parts thereof, to terminate the process at any time (and recommence it at a later time from the beginning), and to waive any informalities, technicalities and irregularities in the Proposal, to disregard all non-conforming, conditional or counter Proposals and 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.

## **SECTION 2.0: Introduction**

The Village of Palmetto Bay maintains a small, private data center within Village Hall. This data center serves IT resources to all Village-owned facilities and hosts web applications used by the public to access government services. Most of our data center equipment has long breached end-of-life status and is due for a refresh and overall redesign.

Technology has changed, however, and the Village is slowly moving away from traditional, on-premises applications to cloud-based, software-as-a-service solutions. We do not anticipate any substantial growth in our data center needs over the next five years. Rather, we envision more Village departments opting-in to cloud-based, always-accessible systems possibly reducing our centralized data center demand, especially as the pandemic persists and remote work becomes more common.

If met or exceeded, the minimum requirements specified on this RFP should be enough to allow the Village to comfortably migrate existing resources and applications over to the selected system giving us time to explore the right mix of cloud and SaaS resources for our smart city vision for the next five years.

**END OF SECTION**

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

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

Each Contractor submitting a Proposal shall meet the terms and conditions of the Request for Proposal (RFP) specifications package to the satisfaction of the Village. By virtue of its Proposal submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the RFP specifications. The term "Successful Proposer" means the highest ranked, qualified, responsible Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award and whose Proposal the Owner determines is in the best interests of the Village.

### **3.01 Errors and Omissions in RFP**

Companies are responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Companies are to promptly notify the Village's Procurement Specialist, in writing, if the Contractor discovers any ambiguity, discrepancy, omission, or error in the RFP 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 Proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFP**

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the Project Specifications all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications within seventy-two (72) hours of receipt of the Project Specifications shall constitute a waiver of all claims associated herewith.

All inquiries shall only be directed to:

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

Oral information is not binding, or the Proposer shall be deemed to have waived all claims associated therewith 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. Replies will be issued by Addenda mailed or

delivered to all parties recorded by Owner as having received the Proposal Documents. Inquires must be received by Wednesday, January 26<sup>th</sup>, 2022, no later than 3:00pm.

### **3.03 Addenda to RFP**

The Department may modify or clarify the RFP, 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 RFP for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the RFP. Notwithstanding this provision, the Contractor 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 should acknowledge receipt of any addenda by indicating same in their proposal submission. Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the Proposal herein. Failure to acknowledge any addenda may cause the Proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Contractor may withdraw its Proposal, without prejudice prior to the time specified for the Proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Contractor unopened. No Proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their Proposals prior to the designated date and time may still submit another Proposal if done in accordance with the proper time frame. All Proposals will be opened and declared publicly. Companies and/or their representatives are invited to be present at the opening of the Proposal.

### **3.05 Revision of Proposals**

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

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

The issuance of this RFP 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, Proposals, or Proposal procedure;
- Reject any or all submittals;
- Change the selection process and/or committees
- Reissue an Invitation to Proposal; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.

### **3.07 No Waiver**

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

### **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?nodelid=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodelid=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

Any communication regarding this Proposal 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, proposer, lobbyist, or Contractor and the Procurement Specialist named herein regarding this Proposal is exempt from the 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 Contractor prior to the execution of a contract, including but not limited to costs incurred by the Contractor as a result of preparing a response to this RFP.

Contractors are expected to examine the specifications, delivery schedules, prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Contractor's own risk.

### **3.10 Certification**

The signer of this Invitation to Proposal (RFP) must declare by signing all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental 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. Conformance with OSHA Standards

10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. If using preference, Veteran's Preference Form

### **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.

### **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 Contractor is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall submit invoices detailing the goods and services provided. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement. The Village will process the payment and disburse no later than 35 days after receipt of invoice.

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

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

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

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one Proposal, except an alternative Proposal when specifically requested; however, an individual or business entity that has submitted a sub-Proposal to a Contractor submitting a proposal, or who has quoted prices on materials to such

Contractor, is not thereby disqualified from submitting a sub-Proposal or from quoting prices to other companies submitting Proposals.

### **3.17 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications", which shall be prepared by the Contractor. This page shall then be attached to these documents and submitted at the same time as the Proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the Contractor to comply with the particular term and/or condition of the Proposal to which the Contractor took exception. Failure to comply may be cause for rejection of the Proposal.

### **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 Contract Time**

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is included in the Agreement.

### **3.21 Liquidated Damages**

Provisions for liquidated damages are set forth in the Contract.

### **3.22 Litigation**

All Companies 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 Contractor, any of its employees, or subcontractors has been involved in within the last three (3) years.

### **3.23 Sub-contractors**

If any Contractor submitting a Proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting companies must be clearly disclosed in the Proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

In order that the Owner may be assured that only qualified and competent Subcontractors will be employed, each Proposer shall submit with the Proposal a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Proposal Form. The Proposer shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed tasks comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Proposal Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Proposal, unless agreed to in writing by the Owner. The Owner may make determinations regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Owner's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the jurisdiction where the Project is located. If Owner after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, either may before giving the Notice of Intent to Award request the apparent Successful Proposer to submit an acceptable substitute without an increase in the Proposal Price.

In contracts where the Contract Price is based on Cost-of-the-Work Plus a Fee, the apparent Successful Proposer, prior to the Notice of Intent to Award, shall identify in writing to Owner those portions of the Work that such Proposer proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with Owner's written consent.

No Contractor shall be required to employ any Subcontractor, other person, or organization against whom he has reasonable objection.

### **3.24 Indemnification**

The Contractor 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 Proposal and the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or sub-contractors. The Contractor 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 Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

### **3.25 Quality**

All materials used for the maintenance of the grounds shall be of the best quality, and highest-grade workmanship.

### **3.26 Protests, Appeals and Disputes**

The procedures and requirements for Proposal 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)

### **3.27 Force Majeure**

The performance of any act by the Village or Contractor 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 forces and in such event the Village shall withhold payment due Contractor 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.

### **3.28 Work Delays**

Should the Contractor 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 Contractor. 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.

### **3.29 Authority of the Village's Project Manager**

- A. The Contractor hereby acknowledges that the Village's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. If the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- E. The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation

of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Village Manager for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to decide or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

### **3.30 E-Verify**

Contractor acknowledges that the Village may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its sub-Contractor's, if any, pursuant to any agreement between the Village and a State Agency and reporting to the Village any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

### **3.31 Veteran's Preference for Small Business**

In order to obtain an additional 10 pts during the examination process, a "Veteran-Owned Small Businesses Preference Form" shall be submitted with the proposal, along with all documentation required by the form, and statutory requirements and documentation must be met by the proposal due date.

**End of Section**

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

The Village's current data center environment:

### **a. Location**

Village Hall  
9705 East Hibiscus Street  
Palmetto Bay, FL 33157  
2nd floor

### **b. Servers**

Dell PowerEdge R430 – service tag 4QZS482.  
Two (2) Intel Xeon E5-2620 v3 CPUs – 12 physical cores, 24 logical cores.  
96 GB RAM.  
12 TB (12,000 GB) onboard storage, SATA.

Dell PowerEdge R620 – service tag 1WYBZV1.  
Two (2) Intel Xeon e5-2640 CPUs – 12 physical cores, 24 logical cores.  
192 GB RAM.  
135 GB onboard storage, SAS.  
Data connection to the MD3200 storage array (see section b).

Both servers have been upgraded beyond their stock configurations shown on Dell's website.

A LiveOptics scan of our environment is available upon request. Please contact Litsy Pittser for access to our LiveOptics profile.

### **c. Storage**

Dell PowerVault MD3200 – service tag DJ3LYV1.  
25 TB (25,000 GB) total storage.  
Data connection to the Dell PowerEdge R620 (see section 4.b).

### **d. Virtualization**

Microsoft Hyper-V.  
Ten (10) total virtual machines distributed across both hosts.

e. **Disaster Recovery**

One (1) Unitrends 9016S disaster recovery appliance.

f. **Uninterruptible Power**

An assortment of APC rack-mounted power appliances models, most of which are due for replacement.

g. **Connectivity**

Fortinet FortiSwitch 248-FPOE switches, 1 Gbps ethernet ports.

h. **Telecommunication Racks**

The Village Hall data center contains a total of three telecom racks. Two 42U, 4-post racks (center and right) are available for this project. The right-side rack currently contains our existing servers, storage, DR appliance, and UPS batteries as well as some unrelated building security equipment while the center rack is completely empty. There is a third, two-post, 42U rack to the left containing our network infrastructure equipment that is fully consumed and not available for this project. All racks are side-to-side adjacent to each other.

**PROPOSAL SPECIFICATIONS**

The Village seeks proposals to refresh and redesign our data center servers, storage, virtualization environment and uninterruptible power delivery systems. Disaster recovery systems are not under consideration for this RFP. Core network infrastructure is not under consideration for this RFP.

1. Technical Requirements

a) Configuration

The Village will provide minimum CPU, storage, RAM, and other technical requirements in the sections below but will allow each responding entity the flexibility to engineer the optimum solution for our current and future needs. The proposed system should address the following main objectives:

1. Meet or exceed the technical requirements listed in sections below.
2. Provide redundancy, availability, and resiliency features that automatically mitigate problems and eliminate downtime.



3. Provide for a comprehensive administration tool that allows IT to manage the entire system from a portal or GUI.

## 2. CPU

Our current data center operates with forty-eight (48) logical cores between both host servers and is utilizing approximately thirty (30) to host our virtual machines (see section 3.b). Due to the lack of substantial expansion predicted over the next few years, the Village requires the proposed new system have a minimum of forty-eight (48) logical cores and the ability to easily expand beyond the stock forty-eight (48) logical cores should the need arise although we do not anticipate it.

The Village has an extremely strong preference towards AMD Epyc CPUs as the core counts and performance figures are significantly higher than similarly priced products from Intel and other manufacturers. We understand, however, that not all platforms and manufacturers are offering AMD Epyc CPUs and as such will carefully evaluate all proposals received.

## 3. RAM

Our current data center operates with a total of 288 GB of RAM distributed between both host servers (96 GB and 192 GB, see section 4.b). As such, the Village requires the proposed new system have a minimum of 384 GB of RAM in total distributed between however many proposed host servers. This could be 128 GB of RAM in 3 hosts or 256 GB of RAM in 2 hosts, so long as 384 GB of RAM is met or exceeded. Also, the proposed system should easily allow for more RAM to be added should the unlikely need arise.

## 4. Storage

Our current data center hosts our virtual server environment on approximately thirty-five (35) TB of total storage. Some storage is local to the R430 server, the rest is on the MD3200 drive array appliance (see section 4.b and 4.c). The proposed system is required to offer a minimum of forty (40) TB of usable project-wide storage and the ability to easily expand in the future should the unlikely need arise.

The Village wishes to avoid magnetic, spinning disk-only configurations. The proposed system should either be a hybrid drive environment containing both flash and spinning disks or all flash disks.

## 5. Virtualization

As stated earlier, our current virtual machines are hosted on Microsoft Hyper-V. The Village wishes to migrate our Hyper-V virtual machines to a more robust hypervisor solution providing more advanced resiliency, availability, and administrative features

mentioned earlier. Proposed virtualization systems should obviously be fully compatible with all hardware proposed and provide the Village with a method to easily convert and migrate our current Hyper-V virtual machines onto the selected new platform.

The Village is aware of notable hypervisor and hyperconverged solutions such as VMWare, Nutanix, VXRail, and Scale Computing but will carefully evaluate each proposal and virtualization system received.

## 6. Disaster Recovery

The Village wishes to maintain our existing Unitrends 9016S disaster recovery appliance as it is relatively new and performing very well. Replacing this solution is not part of this project's scope. All proposed solutions are required to be compatible with Unitrends disaster recovery technologies.

## 7. Power

The Village intends to replace our myriad of end-of-life, APC rack-mounted UPS batteries with a single solution providing enough power to support the proposed hardware and our Unitrends 9016 disaster recovery appliance. This component must be included in all proposals.

Our data center currently contains only 110v standard power outlets. If 220v or multi-phase configurations are required, please notate that carefully in your proposal documentation for our review.

## 8. Connectivity

Our current servers and disaster recovery appliance connect to the core network via Fortinet FortiSwitch 248-FPOE switches using 1 Gbps ethernet ports. These switches are not up for replacement and not part of this RFP's requirements. As such, the Village does not have overly specific network connectivity requirements so long as the networked components of the project are compatible with 1 Gbps ethernet ports, minimum. 10 Gbps ethernet ports that are backwards compatible with 1 Gbps ethernet is likely the best solution.

The Village will carefully evaluate any platform-specific alternatives proposed such as top-of-rack switches, but we have a very strong preference towards Fortinet network infrastructure equipment and would prefer to avoid mixing manufacturers on our network.

## 9. Professional Services

Proposals should include professional services for racking and cabling all hardware associated with this project. Proposals should also include hypervisor training so Village IT staff may begin migrating Hyper-V virtual machines to the proposed system ASAP and maintaining the new environment properly.

## 10. Maintenance and Support

Hardware and software maintenance and support services should be configured for a 36-month term. Methods of obtaining support should be clearly denoted in the proposal with all relevant contact information posted.

**END OF SECTION**

## SECTION 5

### 5.00 Proposal Submission Requirements

#### **PROPOSAL SUBMITTAL CHECKLIST**

In order to be responsive, the Contractor must submit the following items:

- A. **One (1) sealed envelope which includes:** One (1) original, One (1) copy and a CD or flash drive of your submittal no later than 3:00pm EST February 1<sup>st</sup>, 2022.

Village of Palmetto Bay  
Village Clerk's Office  
9705 E. Hibiscus Street  
Palmetto Bay, FL, 33157

- B. **Signed and completed forms from Section:**

Proposal Form  
Proposal Guaranty 5%  
Introduction letter with contact information  
Years in Business  
List of Sub-Contractors  
References  
Section 8 (Required Proposal Forms)  
Addendum Acknowledgement  
E-Verify Affidavit  
Veteran's Preference for Small Business Form (if applying preference)

- C. **Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission.** A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

**END OF SECTION**

## **SECTION 6.0: Evaluation and Selection Criteria**

### **6.00 Evaluation Criteria**

#### **EVALUATION OF PROPOSALS**

- Any proposal that does not meet the requirements as stated under the scope of service, will be considered non-responsive and will be rejected.
- The proposals will be evaluated by a selection committee comprised of IT personnel.
- The Village intends to evaluate the proposals in accordance with the following criteria:
  - a. Proposed Technical Features (20 points)
  - b. Resiliency, failover, and availability features (20 points)
  - c. Maintenance and Support Terms (20 points)
  - d. Professional Services and Training (20 points)
  - e. Proposal Form Sheet (10 points)

(90 total maximum pts. w/ 10pts added for Veteran Preference)

The Village has the right during the evaluation to contact Contractors/Vendors for additional essential information to complete their scoring/examination.

**END OF SECTION**

## SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Contractor is shown below:

Proposal Phase	Date	Location	Time (If Applicable )
RFP is advertised and issued by Village	Tuesday, January 11th, 2022	Posted on Daily Review and Villages' Website	
Last day to Submit Questions	Tuesday, January 26 <sup>th</sup> , 2022	Via Email to <a href="mailto:lpittser@palmettobay-fl.gov">lpittser@palmettobay-fl.gov</a>	3:00 pm EST
Proposal Submission Date	Tuesday, February 1st, 2022	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST
<b>Mandatory Pre-Bid Meeting (Virtual)</b>	Tuesday, January 25 <sup>th</sup> , 2022	Virtual**	10:00am

**\*\*If you are interested in participating in the mandatory pre-bid meeting, please send your request to: [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov) , an invitation will be sent to you one day before the meeting.**

### 7.01 Contract Award

#### A. Proposal Retention and Award

The Village reserves the right to retain all Proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any Proposal, to reject any or all Proposals, to reject or delete one part of the Proposal and accept the other, except to the extent that Proposals are qualified by specific limitations.

#### B. Competency and Responsibility of Contractor

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Contractor. Contractor will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

#### C. Contract Requirement.

The Contractor to whom award is made (Contractor) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the

address given on the Proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Contractor shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Contractor must have a valid business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Contractor to whom the award is made (Contractor) fails to enter into the contract: the award will be annulled; any Proposal security will be forfeited in accordance with the special terms and conditions if a Contractor's bond or security is required; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences once the Contractor has signed the Contract with the Village and a Notice to Proceed is issued.

**END OF SECTION**

## 8.0 Required Proposal Submittal Forms

### DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, 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 Proposal 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 Proposals will be followed if none of the tied companies have a drug-free workplace program. 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 Proposal a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, 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 Contractor complies fully with the above requirements.

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

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

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

Contractor: \_\_\_\_\_

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



**SUB-CONTRACTOR LIST**

Contractor shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

<b>Classification of Work</b>	<b>Sub-contractor Name</b>	<b>Address</b>	<b>Telephone and Fax</b>

**REFERENCES**

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

**VILLAGE OF PALMETTO BAY • REFERENCE FORM**

Solicitation Information: Upgrading Existing Data Center RFP# 2022-06-005



Name of Proposer: \_\_\_\_\_

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their proposal 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. Contractor warrants that it is willing and able to comply with all applicable State of Florida laws, rules, and regulations.

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

C. Contractor warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not, pay a fee for which is contingent upon the Village awarding this contract. Contractor 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, Contractor 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 Contractor, if the Contractor is chosen for performance of the contract.

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

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

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

Contractor Name: \_\_\_\_\_

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

**NON-COLLUSIVE AFFIDAVIT**

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

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

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Contractor 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 Contractor 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 Contractor 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 Contractor 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: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

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, or 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 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 Proposals or applies to Proposals 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: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

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.)  
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.



**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 Contractor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor 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 12101-12213 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.

Continued on next page.

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

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

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

Contractor Name: \_\_\_\_\_

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**  
**(CONTRACTOR / PROPOSALDER DISCLOSURE)**

Proposer or Contractor 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 Proposer or Contractor, 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 Contractor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Contractor or Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer or Contractor recognizes that with respect to this transaction or Proposal, if any Proposer or Contractor 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 Proposer or Contractor may be disqualified from furnishing the goods or services for which the Proposal or proposal is submitted and may be further disqualified from submitting any future Proposals or proposals for goods or services to Village.

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

I, \_\_\_\_\_ being 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 next 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-contractors, 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:

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

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

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

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

Contractor Name: \_\_\_\_\_

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.

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

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Contractor), hereby acknowledge and agree that we, as the Prime Contractor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFP# **2022-06-005**, 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-Contractor's Names) to comply with such act or regulation.

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

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

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

Contractor Name: \_\_\_\_\_

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

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

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

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

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

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and \_\_\_\_\_ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Contractor or by an officer of the corporation.

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

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

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

Contractor Name: \_\_\_\_\_

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 next page**



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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Contractor 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 Proposing 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.

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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: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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.

<b>Sign Here</b>	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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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

4. 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.

**E-VERIFY AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter “Employer”) after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark “Yes” or “No”)
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer’s subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

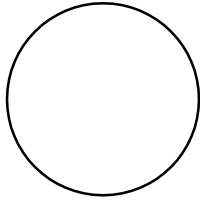
\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

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

Continued Following Page



Seal

Signed and sworn to (or affirmed) before me, this  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

NHCS – E-Verify 081815

## VETERANS' PREFERENCE CERTIFICATION

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

If you seek Veterans' Preference, please "check" the appropriate box, and provide this form and documentation of your status along with your bid/proposal. I certify that I am qualified to claim Veterans' Preference under the category checked below:

(a) A disabled veteran:

\_\_\_\_\_ 1. Who has served on active duty in any branch of the United States Armed Forces, has received an honorable discharge, and has established the present existence of a service-connected disability that is compensable under public administered by the United States Department of Veterans Affairs; or

\_\_\_\_\_ 2. Who is receiving compensation, disability retirement benefits, or pension by reason of public laws administered by the United States Department of Veterans Affairs and the United States Department of Defense.

\_\_\_\_\_ (b) The spouse of a person who has a total disability, permanent in nature, resulting from a service-connected disability and who, because of this disability, cannot qualify for employment, and the spouse of a person missing in action, captured in line of duty by a hostile force, or forcibly detained or interned in line of duty by a foreign government or power.

\_\_\_\_\_ (c) A wartime veteran as defined in s. 1.01 (14), who has served at least 1 day during a wartime period. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

\_\_\_\_\_ (d) The un-remarried widow or widower of a veteran who died of a service-connected disability.

\_\_\_\_\_ (e) The mother, father, legal guardian, or un-remarried widow or widower of a member of the United States Armed Forces who died in the line of duty under combat-related conditions, as verified by the United States Department of Defense.

\_\_\_\_\_ (f) A veteran as defined in s. 1.01 (14), F.S. I acknowledge that active duty for training may not be allowed for eligibility under this paragraph.

\_\_\_\_\_ (g) A current member of any reserve component of the United States Armed Forces or the Florida National Guard. If so, please attach FDVA form VP2, signed by your immediate military supervisor, to document your status.

Please submit this certification with your proposal/bid. To receive Veterans' Preference this, form and documentation to prove your status must be received with your proposal.

Questions regarding this form can be addressed to: LPittser@Palmettobay-fl.gov.

This statement is true to the best of my knowledge and belief.

By \_\_\_\_\_

Printed Name \_\_\_\_\_

**SECTION 9.0: Other Forms**

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

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: **Upgrading Existing Data Center**  
RFP No. 2022-06-005 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 Proposal of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:

Attachment(s)

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

TO: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: **Upgrading Existing Data Center**  
RFP No. 2022-06-005 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\_\_\_\_. Completion date shall be \_\_\_\_\_, 20\_\_\_\_.

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 Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

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



**SECTION 10.0: Exhibits**

**Contract for: Upgrading Existing Data Center**

**Between the Village of Palmetto Bay, Florida and \_\_\_\_\_.**

THIS Contract is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and \_\_\_\_\_, (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised an Invitation to Proposal ("RFP") on March 10<sup>th</sup>, 20\_\_; and

WHEREAS, the Company submitted a Proposal dated February 1<sup>st</sup>, 2022, in response to RFP# 2022-06-005; and

WHEREAS, the Village Council, at a meeting held on \_\_\_\_\_, accepted the Company to refresh and redesign the data center servers, storage, virtualization environment and uninterruptible power delivery systems (the "Project") based on scope furnished by the Village's IT Department and proposal submitted by the Company in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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4. Term/Construction Schedule
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**Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Contract:

The below Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract
- B. (i) RFP# 2022-06-005 issued by the Village
- C. (ii) Company Proposal

## **Article 2. Scope of Work**

1. The Work is generally described as follows:

To refresh and redesign the Village's data center servers, storage, virtualization environment and uninterruptible power delivery systems.

2.The Company agrees to furnish all the materials, tools, equipment, labor, services, incidentals, and everything necessary to perform and shall perform the Work in accordance with RFP# 2022-06-005. The Company warrants that all materials and equipment furnished will be new and of good quality and will be free of defects. All material or equipment warranties shall be issued in the name of the Village.

3.The Company represents and warrants to the Village that: (1) it possesses all qualifications, licenses and expertise required for the performance of the Work (2) it is not delinquent in the payment of any sums due the Village: (3) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (4) the Work will be performed in the manner described on RFP# 2022-06-005.

4.The specifications for this Project are to the best knowledge of the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as the Village does not guaranty the accuracy of any test results contained in the specifications package. In preparing its proposal, the Company and all subcontractors 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 test data in the Village's possession. Any patent ambiguity or defect shall give rise to a duty of the Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability, and diligence on its part, knew or should have known of the existence of the ambiguity or defect.

The failure of the Company to notify the Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert defects or ambiguities subsequent to the submittal of 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, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether a change order, time extension, or additional compensation has been granted by Village. The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Project as applicable.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of uncovering, replacing and additional testing.

**Article 3. Qualifications**

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

The Project Manager for the Company is \_\_\_\_\_.

**Article 4. Term/Construction Schedule**

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect until the Work has been completed and the Village has satisfactorily accepted the Work performed.

**Article 5. Contract Price**

(A) The Contract price shall include all Work necessary for the proper execution and completion of the Project. The lump sum price for the Project is (in words) (\$\_\_\_\_\_).

(B) The payments shall be as follows: Company shall submit an invoice to: Village of Palmetto Bay, IT Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as completed by the Village shall be eligible for payment.

**Article 6. Construction Supervision/Reports**

(A) The Village Manager is designated as the Contract Administrator for the Village. Reports and information the Village reasonably requires regarding the administration of this Contract should be addressed to the Village Manager with copies to Eric Machado, IT Manager. The Villages' assigned Project Manager is Eric Machado, IT Manager.

(B) The Project Manager for the Company is \_\_\_\_\_ (name and contact information). The Project Manager shall supervise and direct the Work using his best skill and attention. The Project Manager shall be solely responsible for and have control over the construction means, methods, techniques, sequences, and procedures, and for coordinating all aspects of the Work.

**Article 7 Notices**

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 or by Federal Express addressed to the Parties at the following address:

Village:

Company:

Nick Marano  
Village Manager  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

**Article 8 Termination**

**A. Termination 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 Company of any deliverables and Work product due prior to the termination of the Contract, including but not 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. Termination of the Contract will not relieve the Company of any obligations

or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

**B. Termination with Cause**

Without waiving the right to terminate without cause, 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 Company of any deliverables and Work product due prior to the termination of the Contract, including 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.)

**C Liquidated Damages.**

The Parties recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in Article 4 above. They also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Company acknowledges and agrees that the actual damages which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the Parties agree that as liquidated damages for delay, but not as a penalty, the Company shall pay the Village the amount of One Thousand and 00/100 Dollars (\$1,000.00) for each day after the time specified in the Documents for Substantial Completion.

Liquidated damages shall be deducted from the Company's applications for payment. However, if at the time of the Company's final application for payment, the Company is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Company shall pay the amount due within ten (10) days of written demand by the Village.

## **Article 9 Indemnification**

- A. The Company shall indemnify, defend 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 at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company 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, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.
- B. 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 Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 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 a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

## **Article 10 Insurance/Bonds**

- (A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined

below:

- Comprehensive General Liability – \$ 1,000,000 combined single limit for each occurrence for bodily injury and property damage and 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 of liability--\$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 company 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 mail thirty (30) day written advance notice to the Village.

In addition, the Company 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 Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company 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 Company fails to submit the required insurance documents in the manner prescribed within five (5) calendar days after Village notification to comply, the Company 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.



(B) Performance and Payment Bonds – must be received before Notice to Proceed is issued.

**Article 11 Modification Amendment**

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

**Article 12 Governing Law**

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

**Article 13 Waiver**

The failure of either Party 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 Contract shall not constitute 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 Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company 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 Company, whether or not similar to the act so consented to or approved.

**Article 14. Assignment**

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

**Article 15 Prohibition Against Contingent Fees**

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

**Article 16 Conflict of Interest**

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

**Article 17 Entire Agreement**

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

**Article 18 Captions and Paragraph Headings**

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

**Article 19 Joint Preparation**

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

**Article 20 Counterparts**

This Contract 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 Contract.

**Article 21 Preservation of Village Property**

The Company 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 Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

### **Article 22 Public and Employee Safety**

Whenever the Company'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, Village employees or Village property.

### **Article 23 Immigration Act of 1986**

The Company warrants on behalf of itself, and all sub-contractors engaged in 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. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

### **Article 24 Company Non-Discrimination**

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

### **Article 25 Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

### **Article 26 Public Records**

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, [marocha@palmettobay-fl.gov](mailto:marocha@palmettobay-fl.gov) or call 305-259-1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

### **Article 27 Severability**

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

### **Article 28 E-Verify**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

\_\_\_\_\_  
Nick Marano, Village Manager

\_\_\_\_\_  
Name, Title

Attest:

\_\_\_\_\_  
Missy Arocha  
Village Clerk

APPROVED AS  
TO FORM

\_\_\_\_\_  
Village Attorney  
John C. Dellagloria