

CITY OF AVENTURA

INVITATION TO BID



PAINTING SERVICES

BID NUMBER 23-05-16-3

ISSUING DATE: Wednesday, April 19, 2023
SUBMITTAL DATE: TUESDAY, MAY 16, 2023
SUBMITTAL TIME: 3:00 P.M

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DIVISION 00000

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SECTION 00100

ADVERTISEMENT FOR BIDS

Sealed bids will be received at the Office of the City Manager, City of Aventura, 19200 West Country Club Drive, Aventura, Florida, 33180, until 3:00 P.M. (EST), Tuesday, May 16, 2023 at which time they will be opened and read aloud for:

The work includes, but may not be limited to, the furnishing of all labor, materials, tools, equipment, and services to provide painting services.

Submittals must be received no later than Tuesday, May 16, 2023 at 3:00 PM and clearly marked on the outside of the envelope **"IFB # 23-05-16-3, Painting Services."** Late submittals will not be accepted.

The Solicitation Package and other information are on file at the Issuing Office of:

The City of Aventura
Government Center
19200 West Country Club Drive
Aventura, Florida 33180
(305) 466-8925

In addition, a copy of the Solicitation Packages may be obtained from the Issuing Office. The solicitation package can also be obtained from DemandStar at www.demandstar.com.

The City of Aventura reserves the right, for any reason, to reject any and all bids, to waive any informality, irregularity or technicality in any bid, to re-advertise for bids, or take any other such actions that may be deemed to be in the best interests of the City.

Pursuant to City Code Sec. 2-260 (Ordinance 2002-12), public notice is hereby given that a "Cone of Silence" is imposed concerning this City's' competitive purchasing process, which generally prohibits communications concerning the bid from the time of advertisement of the bid until the beginning of the City Commission meeting at which the City Manager makes a written recommendation to the City Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

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Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates. Please see the detailed specifications of this solicitation for further details.

Ronald J. Wasson, City Manager

END OF SECTION 00100

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SECTION 00210

INSTRUCTIONS TO BIDDERS

This is not an order

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE BID REACHES THE OFFICE OF THE CITY MANAGER ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE INVITATION TO BID FORM.

- 1.1 Taxes: BIDDER shall include all applicable taxes in Bid.
- 1.2 Purpose of Bid: The City of Aventura intends to secure a source(s) for Painting Services at the lowest responsive and responsible price. The City reserves the right to award the Bid considered that best to serve the city's interests. No guarantees or minimum quantities are implied.
- 1.3 CONTRACT EXTENSIONS: The City of Aventura hereby requests bids for an initial period of two (2) years for Painting Services. In addition, the City reserves the right to extend this contract for two (2) additional one (1) year terms, providing both parties agree, that all the terms, conditions and specifications (except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in good faith) remain the same and the extension is approved by the City Manager.
- 1.4 Any questions concerning the Bid Specifications or any required need for clarification must be made to Indra Sarju, the Purchasing Agent (Email: sarjui@cityofaventura.com) in writing, at least five (5) days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the Consultant in response to such questions will be issued by an addenda mailed or delivered to all parties listed on the Official BIDDER's List as having received the bidding documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a BIDDER from submitting their Bid on the required date and time as publicly noted.
- 1.5 The City reserves the right to withhold award of contract for a period of 180 days from the date of bid opening. The BIDDER warrants that all prices, terms and conditions quoted in the Bid will be firm for the same period of 180 days from the date of the Bid opening. Additionally, the City reserves the right to withhold Notice to Proceed for a period of 90 days from the date of Award of Contract. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the invitations to Bid will be cause for rejection, as determined by the City.
- 1.6 Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida Statutes

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- "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

- 2.1 BIDDERS shall use the Bid Form(s) furnished by the City. Failure to do so may cause the Bid to be rejected. Removal of any of the Bid Forms may invalidate the Bid.

BIDDER shall deliver to the City, as Bid Package all of the documents included in Sections 00400 through Sections 00456. This shall include (1) original with one (1) CDs or USB drive that contain a single PDF file that contains your entire response in the order as presented in the Bid document or submit via electronic through www.demandstar.com, including any attachments and two (2) copies of your bid document to the Office of the City Manager, City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180-2403 no later than 3:00 p.m. on Tuesday, May 16, 2023 in a sealed and plainly marked envelope:

"Painting Services IFB # 23-05-16-3":

Bid Form	Section 00410
Award Preference for Tied Bids	Section 00420
Bid Bond	Section 00432
List of Proposed Subcontractors	Section 00434
BIDDER Qualification Statement	Section 00450
Non-Collusion Affidavit	Section 00454
Request for Taxpayer Identification Number and Certificate	Section 00455
Public Entity Crimes	Section 00456
Certificates of Competencies and Licenses	
Certificate of Insurance and or Letter of Insurability	

The entire Bid Package shall be placed in an opaque envelope and clearly marked with the BIDDER's name and the name of the Project as indicated in the

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Advertisement or Bids.

- 2.2 Bids having an erasure or corrections must be initialed by the BIDDER in ink. Bids shall be signed in ink; all quotations shall be typewritten or printed and filled in with ink.
- 2.3 Guaranties: No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for bidding purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to reasonably increase or decrease quantities as required. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 2.4 Delivery: All items shall be delivered F.O.B. Destination (i.e. at a specific City of Aventura address), and delivery costs and charges (if any) will be included in the Bid Price. Exceptions shall be noted. When practical, the City may make pick-ups at the vendors' place of business.
- 2.5 Mistake: If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the extensions adjusted to coincide. BIDDER's are responsible for checking their calculations. Failure to do so will be at the BIDDER's risk, and errors will not release the BIDDER from their responsibility as noted herein.
- 3.1 Brand Names: If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.
- 3.2 Material: Material(s) delivered to the City under this proposal shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product (s) to the seller at the seller's expense.
- 3.3 Pricing: Prices should be stated in units of quantity specified in the Bid Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
- 3.4 Safety Standards: The BIDDER warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (M.S.D.S.) when applicable.
- 3.5 Payments: Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order.

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Invoices must bear the purchase order number.

- 4.1 Liability, Insurance, License & Permits: Where BIDDER is required to enter onto City of Aventura property to deliver materials or to perform work or services as a result of a Bid award, the BIDDER will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The BIDDER shall be liable for any damages or loss to the City occasioned by negligence of the BIDDER (or their agent) or any person the BIDDER has designated in the completion of their contract as a result of the Bid. BIDDER shall furnish a certified copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Florida Building Code, Dade County, or City of Aventura Code. BIDDER shall include current Dade County Certificates of Competency. These documents shall be furnished to the CITY along with the Bid response. Failure to furnish these documents or to have required licenses will be grounds for rejecting the Bid and forfeiture of the Bid Bond.
- 4.2 BIDDER shall furnish to the Finance Department Director, City of Aventura, 19200 West Country Club Drive, Aventura, Florida 33180, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in Section 00700 of the General Conditions, in an amount equal to 100% of the requirements amount and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Aventura shall be named as "additional insured" with respect to this coverage.
- 4.3 At the time of Bid submission the BIDDER must submit certificates of insurance, or evidence of insurability in the form of a letter from BIDDER's insurance carriers demonstrating the ability to obtain coverage outlined in Article 5 of the General Conditions. All required insurances shall name the City of Aventura as additional insured
- 5.1 All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the BIDDER and insurer to notify the Finance Department Director of the City of Aventura of cancellation, lapse, or material modification of any insurance policies insuring the BIDDER, which relate to the activities of such vendor and the City of Aventura. Such notification shall be in writing, and shall be submitted to the City Finance Department Director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance.
- 5.2 Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City manager to implement a

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rescission of the Bid award without further City commission action. The BIDDER hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

- 5.3 Copyrights and/or Patent Rights: BIDDER warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation.
- 6.1 Warranty / Guaranty: successful BIDDER shall act as agent for the City in the follow-up and compliance of all items under Warranty / Guarantee and complete all forms for Warranty / Guarantee coverage under this Contract. BIDDER warrants by signature on the Bid Form that prices quoted here are in conformity with the latest Federal Price Guidelines.
- 6.2 Samples: Samples of items, when required, must be furnished by the BIDDER free of charge to the City. Each individual sample must be labeled with the BIDDER's name and manufacturer's brand name and delivered by them within ten (10) calendar days of the Bid opening unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
- 6.3 Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful BIDDER to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Aventura reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.
- 6.4 Assignment: The CONTRACTOR shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager of the City of Aventura. Any award issued pursuant to the Invitation to Bid and monies which may be due hereunder are not assignable except with prior written approval of the City Manager of the City of Aventura.
- 6.5 Award of Bids: The City of Aventura reserves the right to accept or reject any and / or all Bids or parts of Bids, to waive any informality, irregularities or technicalities, to re-advertise for Bids, or take any other actions that may be deemed to be in the best interests of the City. The City also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the City, unless otherwise stated. The City also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final award of Bid(s) shall be made by the City Commission.

- 7.1 Evaluation of Bids: The City, at its sole discretion, reserves the right to inspect any/all BIDDER's facilities to determine their capability of meeting the requirements for the Contract. In addition to unit pricing, the CITY will take into consideration the BIDDER's flexibility, responsiveness, environmental responsibility, financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and /or local governments in Florida, or comparable private entities, when determining award of the BID to the successful BIDDER.
- 7.1.1 Identical (tie bids): shall be awarded by the City in compliance with Florida State statutes providing for a drug free workplace, that is, in the event of an identical tie Bid, a preference shall be given to a business having a drug free workplace under Florida Statute Section 287.087, as amended. Failure to provide proof of compliance when requested shall be cause for rejection of the Bid as determined by the City.
- 7.1.2 Preference to Local Businesses: Pursuant to Section 2-257 of the City Code, businesses located in the City of Aventura shall receive a preference bonus of 10% or 10 points during the tabulation of the Bids.
- 7.1.3 Hold Harmless: all BIDDER's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.
- 7.1.4 Cancellation: failure on the part of the BIDDER to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 7.1.5 Disputes: if any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the CONTRACTOR and the CITY department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the City Manager with the advice of the CITY Attorney shall resolve the dispute and send a written copy of its decision to the CONTRACTOR, which shall be binding on both parties.
- 7.1.6 The City reserves the right to award multiple contracts for the Painting Services, based upon pricing established under this bid.
- 8.1 Non-conformance to Contract: the City of Aventura may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be

regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contract being found in default.

- 8.1.1 Default Provision: in case of default by the BIDDER or CONTRACTOR, the City of Aventura may procure the articles or services from other sources and hold the BIDDER or CONTRACTOR responsible for any excess costs occasioned or incurred thereby.
 - 8.1.2 Indemnification: the CONTRACTOR shall indemnify, hold harmless, and defend the City of Aventura, its officers, agents and employees to the fullest extent authorized by Section 725.06(2), Florida Statutes, which shall be deemed to be incorporated herein.
 - 8.1.3 Secondary / Other Vendors: the City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.
- 9.1 Bonding Requirements: The BIDDER, in submitting this Bid, must include a 5% Bid Bond for the amount of the base Bid. Such bond may be in the form of a cashier's check or approved Bid Bond in the amount of 5% of the total amount of the base Bid. A company or personal check shall not be deemed a valid Bid Security.
 - 9.2 Performance and Payment Bond: The City of Aventura shall require the successful BIDDER(S) to furnish a Performance Bond and Payment bond, each, in the amount of 100% of the total Bid Price, with the City of Aventura as the obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
 - 9.3 Bid Guaranty: The successful BIDDER shall execute the Contract (Agreement) and provide the required Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of notification of the award by the City.
 - 9.4 Mandatory Pre-bid conference: All BIDDERS are required to attend the mandatory pre-bid conference and tour of all areas contained in the specifications. No pleas of ignorance by the BIDDER of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Aventura or the compensation of the BIDDER.
 - 9.5 Time of completion: The time of completion of the work to be performed under this contract is the essence of the contract. Delays and extensions of time may be

allowed only in accordance with the provisions stated in the appropriate section of the General Conditions. The time allowed for the completion of the work shall be stated in the Bid Form.

- 9.6 Sworn Statement on Public Entity Crimes – See and comply with Section 00456.
- 10.1 Cone of Silence: Notwithstanding any other provision of these specifications, the provisions of City Code Sec. 2-260 "Cone of Silence" are applicable to this transaction. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid, between:
A potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and: the City Commission, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.
- 10.2 The Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ, or bid.
- 10.3 The Cone of Silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.
- 10.4 The Cone of Silence shall not apply to:
 - 10.4.1 Oral communications at pre-bid conferences;
 - 10.4.2 Oral presentations before selection or evaluation committees;
 - 10.4.3 Public presentations made to the City Commissioners during any duly noticed public meeting;
 - 10.4.4 Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
 - 10.4.5 Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated

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responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

- 10.4.6 Communications with the City Attorney and his or her staff;
 - 10.4.7 Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
 - 10.4.8 Any emergency procurement of goods or services pursuant to City Code;
 - 10.4.9 Responses to the City's request for clarification or additional information;
 - 10.4.10 Contract negotiations during any duly noticed public meeting;
 - 10.4.11 Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.
- 10.5 Please contact the City Attorney for any questions concerning Cone of Silence compliance.
- 10.6 Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to said bidder or proposer voidable by the City Commission and/or City Manager.
- 11.1 Campaign Finance Restrictions on Vendors - Pursuant to Ordinance 2005-14; City Code Section 2-420, vendors of the City are prohibited from in any way providing campaign contributions to City commission candidates.
- 11.2 City Code Sec. 2-420 titled "Prohibited Campaign Contributions By Vendors", stipulates the restrictions on campaign financing and/or contributions as follows:
- (a) General, prohibition, disqualification, definitions.
 - (1) a. No vendor shall give, solicit for, deliver or provide a campaign

contribution directly or indirectly to a candidate, or to the campaign committee of a candidate, for the Offices of Mayor or Commissioner. Commencing on the effective date of this article, all proposed City contracts, as well as requests for proposals (RFP), requests for qualifications (RFQ), requests for letters of interest (RFLI), or solicitations of bids issued by the City, shall incorporate notice of this section so as to notify potential vendors of the proscription embodied herein.

- b. No candidate or campaign committee of a candidate for the Offices of Mayor or Commissioner, shall deposit into such candidate's campaign account any campaign contribution which is received directly or indirectly from a vendor or which such candidate or campaign committee knows or should know was solicited by or for a vendor or delivered or provided for a vendor. Candidates (or those acting on their behalf) shall ensure compliance with this code section by confirming through examination of the official vendor list which is posted on the City of Aventura website to verify the vendor status of any potential contributor. A candidate or the campaign committee of a candidate shall not be in violation of this subsection if the vendor was not listed as a vendor in the City website at the time that the contribution was received or deposited so long as the candidate or the campaign committee of a candidate did not know that the person or entity was a vendor of the City.
- (2) Each prohibited act of giving, soliciting for, delivering or providing a campaign contribution or depositing a campaign contribution in violation of this section shall constitute a separate violation. All contributions deposited into a candidate's campaign account in violation of this section shall be forfeited to the City's general revenue fund.
- (3)
 - a. A person or entity, other than a then existing vendor, who directly or indirectly makes a campaign contribution to a candidate who is elected to the office of Mayor or Commissioner shall be disqualified for a period of 12 months following the swearing in of the subject elected official from serving as a vendor with the City. A then existing vendor who directly or indirectly makes a contribution to a candidate who is elected to the Office of Mayor or Commissioner, shall be disqualified from serving as a vendor with the City for a period of 12 months from a final finding of a violation of this section, or from the time of action on a waiver request by the City Commission pursuant

to subsection (b) below, in the event that a waiver is sought by the vendor. In the event that such waiver request for a particular transaction is granted, the affected vendor shall nonetheless be disqualified from serving as a vendor with the City as to any other goods, equipment or services to be provided by the vendor to the City, beyond the vendor goods, equipment or services which are the subject matter of any waiver which is granted. In the event such waiver request is denied for a particular transaction the 12-month disqualification period shall continue to apply to both the particular transaction for which the waiver was sought, as well as all other vendor activities for the provision of goods, equipment or services to the City during that 12-month period.

b. For purposes of this section, the term "disqualified" shall be defined to include:

1. Termination of a contributor/vendor's existing contracts with the City, subject to the applicable waiver provisions of subsection (b) herein; and
2. Disqualification of a contributor's response to solicitation requests for prospective vendor contracts with the city, subject to the applicable waiver of subsection (b) herein.

(4) As used in this section:

a. Vendor.

1. A "vendor" is a person and/or entity who has been selected by the City as the successful bidder on a present or pending bid to provide to the City goods, equipment or services, or has been approved by the City of a present or pending award to provide to the City goods, equipment or services, prior to, upon or following execution of a contract, or purchase order.
2. "Vendor" shall include natural persons and/or entities that hold a controlling financial interest in a vendor entity. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm. The term "firm" shall mean a corporation, partnership, business trust or any legal entity other than a natural person.

3. "Vendor" shall not include City officers or employees.
 4. For purposes of this section, "vendor" status shall terminate upon completion of performance of the agreement for the provision of goods, equipment or service.
 - b. Services. For purposes of this section, the term "services" shall mean the rendering by a vendor through competitive bidding or otherwise, of labor, professional and/or consulting services to the City, including, but not limited to, the provision of lobbying services to the City.
 - c. Campaign contributions. The term "campaign contribution" shall have the meaning which is ascribed to the term "contributions" pursuant to F.S. § 106.011, as amended.
- (b) Waiver of prohibition.
- (1) Criteria for waiver. The requirements of this section may be waived by the affirmative vote of five members of the City Commission for a particular transaction after a public hearing, upon finding that:
 - a. The goods, equipment or services to be involved in the proposed transaction are unique and the City cannot avail itself of such goods, equipment or services without entering into a transaction which would violate this section but for waiver of its requirements; or
 - b. The business entity involved in the proposed transaction is the sole source of supply as determined by the City Manager in accordance with procedures established by the City Manager; or
 - c. An emergency contract (as authorized by subsection 2-253(5) of this Code) must be made in order to protect the health, safety or welfare of the citizens of the City; or
 - d. A contract for the provision of goods, equipment or services exists which, if terminated by the City would be substantially adverse to the best economic interests of the City.
 - (2) Limited waiver. Notwithstanding the denial of the City Commission of a waiver request regarding the provision of goods, equipment or services under an existing contract pursuant to subsection (b)a. above, the City

Commission, may by the affirmative vote of five members of the City Commission after a public hearing, grant a limited waiver concerning an existing contract for the provision of goods, equipment or services between a vendor and the City upon finding that in order to protect the health, safety and welfare of the citizens of the City, it is necessary that the affected contract be continued for a limited duration (not to exceed a period of six months) in order for the City to obtain a replacement vendor.

- 12.1 Conflicts of Interest: The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.
- 13.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.
- 13.2 Further to paragraph 13.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).
- 13.3 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

14.1 **PUBLIC RECORDS LAW**

PUBLIC RECORDS

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the CITY.

- b. Upon request from the CITY custodian of public records, CONTRACTOR shall provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the CITY MANAGER, at no cost to the CITY, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the CITY in a format that is compatible with the CITY'S information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	City Clerk's Office
Mailing address:	19200 West County Club Drive Aventura, FL 33180
Telephone number:	305-466-8901
Email:	horvathe@cityofaventura.com

15.1 SCRUTINIZED COMPANIES

Painting Services
City of Aventura Bid No. 23-05-16-3

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

16.1 OTHER GOVERNMENTAL AGENCIES:

16.1.1 All bidders awarded contracts for this bid may, upon mutual agreement with other agencies, permit any school district/board, municipality or other governmental agency to participate in the contract under the same price terms and conditions, if agreed to by both parties.

16.2.2 Further to paragraph 16.1.1, it is understood that each school district/board, municipality or agency will issue its own Purchase Order to the awarded bidder(s).

16.3.3 It is understood and agreed that the City is not in any way a legal party to any contractual agreement made between any other government unit or educational organization and the Awarded Bidder(s) as a result of this IFB.

17.1 E-VERIFY:

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT acknowledges and agrees to utilize the U.S. Department of

Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Aventura.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this AGREEMENT, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this AGREEMENT, or if a Subcontractor knowingly violates the statute, the CONSULTANT must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract by the CITY for a period of 1 year after the date of termination

- 18.1 Protest Procedures:** Bid protest procedures are provided pursuant to City Code Section 2-259, a copy of which is attached hereto.

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proposal/requests for qualifications if it is determined to be in the best interests of the City to do so or as otherwise authorized by law.

(Ord. No. 96-07, § 1.F, 6-18-96; Ord. No. 2007-17, § 2, 11-16-06)

Sec. 2-257. Preference for local businesses.

Businesses located in the City who reply to formal competitive sealed bid requests by the City shall receive a preference bonus of ten percent or ten points during the tabulation of the bid proposals. If a local preference is to be employed as provided for by this section, the invitation for bid documents shall clearly set forth such local preference requirements.

(Ord. No. 96-07, § 1.G, 6-18-96)

Sec. 2-258. Surplus property.

Any property owned by the City which has become obsolete, or which has outlived its usefulness, or which has become inadequate for the public purposes for which it was intended, or which is no longer needed for public purposes, may be disposed of in accordance with procedures established by the City Manager, so long as the property has been declared surplus by a resolution of the City Commission.

(Ord. No. 2000-09, § 1, 4-4-00)

Sec. 2-259. Authority to resolve protested bids and proposed awards.

(a) *Right to protest.* Any actual bidder, or qualified proposer (hereinafter collectively referred to as the "bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of, a request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI") or invitation for bid for goods and/or services ("hereinafter, collectively referred to as the bid") may protest to the City Manager or his or her designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in this Code, any written guidelines issued by the City, and the specifications, requirements and/or terms set forth in any bid. This section shall not be applicable if the bid specifications expressly so state.

(1) Any protest concerning the bid specification requirements, and/or terms must be made within three business days (for the purposes of this ordinance, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least two business days prior to the opening of the bids. Such protest must be made in writing to the City Manager or his or her designee, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest bid specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

(2) Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (a) above, shall be submitted in writing to the City Manager, or his or her designee. The City will allow such bid protest to be submitted anytime until two business days following the release of the City Manager's written recommendation to the City Commission, as same is set forth and released in the City Commission agenda packet, for award of the bid in question. Such protest shall

state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section. All actual bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.

(3) Any bidder who is aggrieved in connection with the solicitation or proposed award of a purchase order based on an oral or written quotation may protest to the City Manager or his or her designee anytime during the procurement process, up to the time of the award of the purchase order, but not after such time. Such protest shall be made in writing and state the particular grounds on which it is based and shall include all pertinent documents and evidence. No bid protest shall be accepted unless it complies with the requirements of this section.

(4) The City may require reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.

(b) *Authority to resolve protests.* The City Manager or his or her designee shall have the authority to settle and resolve a protest as outlined herein.

(c) *Responsiveness.* Prior to any decision being rendered under this section with respect to a bid protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the bidder to the bid in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.

(d) *Decision and appeal procedures.* If the bid protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may seek judicial review of said decision by filing an original action against City in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, within 30 days of the decision in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action. This paragraph shall not waive standing requirements which are otherwise provided by law.

(e) *Distribution.* A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished promptly to the protestor.

(f) *Stay of procurements during protests.* In the event of a timely protest under paragraph (a) of this section, the City shall not proceed further with the solicitation or with the award pursuant to such bid until a decision is issued under paragraph (e) above, unless a written determination is made by the City Manager, that the award pursuant to such bid must be made without delay in order to protect a substantial interest of the City.

(g) *Remedy.* The institution and filing of a protest under this Code is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.

(h) *Protests barred.* Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.

(i) *Report.* At the time the City Manager's written recommendation for award of a bid is presented at a meeting of the Mayor and City Commission, the City Attorney, or his or her

designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any bid protest filed in connection with the bid in question. The Commission agenda item concerning a proposed bid award, for which there is any unresolved protest, shall include the written protest, documentary materials which reflect the issues involved in the protest, all bids submitted, and any other materials which the City Manager finds will enable the Commission to be fully informed on the matter.

(j) *Finality.* The determination of the City Manager and the City Attorney with regard to all procedural and technical matters shall be final.

(k) *No waiver.* Nothing in this section shall waive City's sovereign immunity pursuant to F.S. § 768.28.

(Ord. No. 2002-11, § 1, 4-2-02)

Sec. 2-260. Cone of silence.

(a) *Definitions.* "Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for qualification ("RFQ") or bid, between:

- (1) A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
- (2) The City Commissioners, City's professional staff including, but not limited to, the City Manager and his or her staff, any member of the City's selection or evaluation committee.

(b) *Restriction; notice.* A cone of silence shall be imposed upon each RFP, RFQ and bid after the advertisement of said RFP, RFQ or bid. At the time of imposition of the cone of silence, the City Manager or his or her designee shall provide for public notice of the cone of silence by posting a notice at the City Hall. The City Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the City Clerk, with a copy thereof to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

(c) *Termination of cone of silence.* The cone of silence shall terminate at the beginning of the City Commission meeting at which the City Manager makes his or her written recommendation to the City Commission. However, if the City Commission refers the Manager's recommendation back to the Manager or staff for further review, the cone of silence shall be reimposed until such time as the Manager makes a subsequent written recommendation.

(d) *Exceptions to applicability.* The provisions of this section shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the City Commissioners during any duly noticed public meeting;
- (4) Communications in writing at any time with any City employee, unless specifically prohibited by the applicable RFP, RFQ or bid documents. The bidder or proposer shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- (5) Communications regarding a particular RFP, RFQ or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process for such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding

SECTION 00410

BID FORM

THIS BID IS SUBMITTED TO:

City of Aventura
19200 West Country Club Drive
Aventura, Florida 33180
BID FOR: Painting Services

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Aventura in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

1. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to BIDDER'S, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. BIDDER agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that

- (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____

- (b) BIDDER has familiarized themselves with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all facilities.

Painting Services
City of Aventura Bid No. 23-05-16-3

- (d) BIDDER has given City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by Consultant is acceptable to BIDDER.
 - (e) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over the City.
2. BIDDER understands and agrees that the Contract Price is lump sum to furnish all labor and material to satisfactorily accomplish the work specified in this bid. Contractor's price will not be adjusted to reflect any deviation from the original price quoted, except to the extent that the City changes the scope of services after the Contract Date. The City has the right to negotiate the price for any additional facilities that may be added during the course of the contract.
3. Communications concerning this Bid shall be addressed to:

BIDDER: _____

Address: _____

Telephone: _____

Fax: _____

Attention: _____

E-mail: _____

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SECTION 00410

**SCHEDULE OF VALUES
GENERAL REQUIREMENTS**

FACILITIES

Total number of square feet of walls to be painted:

1. 0-5000 SQ \$ _____
2. 5001-10,000 SQ \$ _____
3. 10,001-15,000 SQ \$ _____
4. 15,001 SQ plus \$ _____
5. Doors and frames to be painted w/oil base paints \$ _____
6. Cost per door \$ _____
7. Pressure Washer Bus Shelter \$ _____ per Sq. Ft.
8. Graffiti Removal \$ _____ per Sq. Ft.
9. Painter - Regular Rate
Monday – Friday, 7:00 AM to 5:00PM \$ _____ per Hour
10. Non-Standard Service Rate
Nights, Weekend & Holidays Rate
(Monday – Friday 5:01 PM to Friday
to 6:59 AM) \$ _____ per Hour
11. Supervisor \$ _____ per Hour
12. Material Mar-up (% over cost) _____ percent

As such the Contractor shall furnish all labor, materials, equipment, tools,

Painting Services
City of Aventura Bid No. 23-05-16-3

superintendence and services necessary to provide complete Painting and Pressure wash services for an initial period of two (2) years as specified for the Bid Price of:

CITY reserves the right to add any facility after the bid is awarded. Pricing shall be based on similar buildings and/or the square foot costs.

4. Contract Extensions: The City hereby requests bids for a **two (2) year contract** for supplies and services. In addition, the City reserves the right to extend this contract for two additional one (1) year terms, providing both parties agree, that all the terms, conditions and specifications, (except for the itemized and unit prices as contained in the Schedule of Values, which shall be negotiated in good faith), remain the same and the extension is approved by the City Manager.

BIDDER OFFERS FIRM PRICES FOR THE INITIAL TWO YEAR CONTRACT PERIOD: YES ___ NO ___

BIDDER TO INDICATE IF WOULD BE WILLING TO EXTEND THIS CONTRACT FOR A SECOND ONE YEAR TERM: YES___ NO___.

BIDDER TO INDICATE IF WOULD BE WILLING TO EXTEND THIS CONTRACT FOR A THIRD ONE YEAR TERM: YES___ NO___.

THE SCHEDULE OF VALUES HAS BEEN READ, UNDERSTOOD, AND AGREED TO:

SIGNATURE: _____

TITLE: _____

DATE: _____, 2023

Painting Services
City of Aventura Bid No. 23-05-16-3

NOTES:

1. Unless specified other by the City, all paints and primers that will be used shall be provide by Contractor and City will provide colors. Contractor shall be responsible for provide all ancillary items needed to complete each project and these shall include in the bid price. These items include, but are not limited to, brushes, rollers, drop cloths, scaffolding, pressure washers, pressure washer cleaning solutions, thinners, putties and caulking.
2. All chemicals and products shall comply with the applicable Florida Department of Environmental protection green seal standards, proof of which shall be submitted by successful bidder before starting work. [Website \(http://www.dep.state.fl.us/green/gc_howtospot.htm\)](http://www.dep.state.fl.us/green/gc_howtospot.htm)
3. All work shall be performed in accordance with established methods and practices as established by the City. All work shall be subject to the approval of the City, at its sole discretion, before payments are made.

24 HOUR EMERGENCY POINT OF CONTACT INFORMATION:

Name/Title: _____

Cell Phone (24 Hour): _____

Office Phone: _____

Fax: _____

E-mail Address: _____

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SIGNATURE PAGE FOR AN INDIVIDUAL

If BIDDER is:

AN INDIVIDUAL

By: _____ (SEAL)
(Individual's Name)

doing business as: _____

Business address: _____

Phone No: _____ Facsimile No: _____

SIGNATURE PAGE FOR A PARTNERSHIP

By: _____ (SEAL)
 (Firm's Name)

 (General Partner)

Business address: _____

Phone No: _____

Facsimile No: _____

SIGNATURE PAGE FOR A CORPORATION

By: _____
(Corporation Name)

(State of Incorporation)

By: _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest: _____

(President)

Business address: _____

Phone No: _____ Facsimile No: _____

SIGNATURE PAGE FOR A JOINT VENTURE

By: _____
(Name)

(Address)

By: _____
(Name)

(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____
_____ a corporation existing under the laws of the State of _____, held on
_____, 20 _____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20_____, to the City of Aventura and this corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 20_____.

Secretary: _____
(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

a corporation existing under the laws of the State of _____,
held on _____, 20 _____, the following resolution was duly passed and
adopted:

"RESOLVED, that, _____, as _____ of the
Partnership, be and is hereby authorized to execute the Bid dated, _____
20 _____, to the City of Aventura and this partnership and that their execution thereof,
attested by the _____ shall be the official act
and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

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

Secretary: _____
(SEAL)

Painting Services
City of Aventura Bid No. 23-05-16-3

**CERTIFICATE OF AUTHORITY
IF JOINT VENTURE**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Principals of the _____
a corporation existing under the laws of the State of _____, held on
_____, 20_____, the following resolution was duly passed and
adopted:
"RESOLVED, that, _____ as
_____ of the Joint Venture be and is hereby authorized to execute
the Bid dated, _____ 20_____, to the City of Aventura official act and deed of this
Joint Venture. "I further certify that said resolution is now in full force and effect.

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

Secretary: _____
(SEAL)

I. END OF SECTION 00410

SECTION 00420
AWARD PREFERENCE
FOR
IDENTICAL TIE BIDS

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

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.

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.

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

In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 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.

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.

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 firm complies fully with the above requirements.

VENDOR'S SIGNATURE: _____

END OF SECTION 00420

SECTION 00432

BID BOND

STATE OF FLORIDA)
)
COUNTY OF DADE)

KNOW ALL MEN BY THESE PRESENTS, that we,

_____, as Principal, and _____, as
Surety, are held and firmly bound unto the City of Aventura, a municipal corporation
of the State of Florida in the sum of _____ Dollars
(\$ _____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has
submitted the accompanying Bid, dated _____,
20_____ for: Painting Service for Facility Painting Services.

WHEREAS, it was a condition precedent to the submission of said Bid that a
cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be
submitted with said Bid as a guarantee that the BIDDER would, if awarded the
Contract, enter into a written Contract with the City for the performance of said
Contract, within ten (10) consecutive calendar days after written notice having been
given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal
within ten (10) consecutive calendar days after written notice of such acceptance,
enters into a written Contract with the City of Aventura and furnishes the
Performance and Payment Bonds, satisfactory to the City, each in an amount equal
to one hundred percent (100%) of the Contract Price, and provides all required
Certificates of Insurance, then this obligation shall be void; otherwise the sum
herein stated shall be due and payable to the City of Aventura and the Surety herein
agrees to pay said sum immediately, upon demand of the City, in good and lawful
money of the United States of America, as liquidated damages for failure thereof of
said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

_____	_____ (SEAL)
	(Individual or Partnership Principal)
_____	_____
_____	(Business Address)
_____	_____
	(City/State/Zip)

	(Business Phone)

ATTEST:

_____	_____
_____ Secretary	(Corporate Surety)*
	By: _____

*Impress Corporate Seal

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

END OF SECTION 00432

SECTION 00434

LIST OF PROPOSED SUBCONTRACTORS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

**CLASSIFICATION
OF WORK**

**NAME AND ADDRESS
OF SUBCONTRACTOR**

This is not an order

END OF SECTION 00434

SECTION 00450

BIDDER QUALIFICATION STATEMENT

The BIDDER's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation and Contractor selection.

1. Number of similar projects:

a) In the past 5 years _____

b) In the past 10 years _____

List last two (2) Contracts (minimum) that were of similar size and scope.

Owner Name: _____

Owner Address: _____

Contact Person: _____

Telephone No. _____

Date Contract Commenced: _____

Date Contract Ended: _____

Reason for Termination: _____

Owner Name: _____

Owner Address: _____

Contact Person: _____

Telephone No. _____

Date Contract Commenced: _____

Date Contract Ended: _____

Reason for Termination: _____

Owner Name: _____

Owner Address: _____

Contact Person: _____

Telephone No. _____

Date Contract Commenced: _____

Date Contract Ended: _____

Reason for Termination: _____

2 Current workload:

Project Name	Owner Name	Contract Price
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The following information shall be attached to the bid.

- a) Contractor's home office organization chart.
- b) Contractor's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site superintendent.

4. List and/or describe any:

- a) Bankruptcy petitions filed by or against the BIDDER or any predecessor organizations
- b) Financial Statements

- c) Any arbitration's or civil or criminal proceedings
- d) Judgments related to quality of work or dishonest dealings
- e) Instances where bonding or Surety Company had to complete work or make financial settlement
- f) Any tax liens against the company
- g) All professional licenses, registrations, permit or certifications held by company or any employees of your company within the past ten (10) years.
- h) Current status of all licenses.
- i) Any discipline taken against licenses.
- j) Any instances where company has been investigated or disciplined by the Occupational safety and health Administration (OSHA).
- k) Complaints files with the National Labor Review Board (NLRB) or the Equal Employment Opportunities Commission (EEOC).
- l) Suspension of contracts or debarring from bidding by any public agency brought against the BIDDER in the last five (5) years.

6. **Governmental References:**

List other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years.

Name of Agency: _____

Address: _____

Telephone No. _____

Email Address: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No. _____

Email Address: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No. _____

Email Address: _____

Contact Person: _____

Type of Project: _____

END OF SECTION 00450

SECTION 00454

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) SS

_____ being first duly sworn, deposes
and says that:

(1) He/She/They is/are the

(Owner, Partner, Officer, Representative or Agent) of

_____ the BIDDER that has
submitted the attached Bid;

(2) He/She/They certify that the following named individuals are all the
owner(s)/officer(s) and/or directors of record of the above entity:

(3) He/She/They is/are fully informed respecting the preparation and contents of the
attached Bid and of all pertinent circumstances respecting such Bid;

(4) Such Bid is genuine and is not a collusive or sham Bid;

(5) Neither the said BIDDER nor any of its officers, partners, owners, agents,
representatives, employees or parties in interest, including this affiant, have in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER,
firm, or person to submit a collusive or sham Bid in connection with the Work for which
the attached Bid has been submitted; or to refrain from bidding in connection with such
Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or
communication, or conference with any BIDDER, firm, or person to fix any overhead,
profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit,
or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure

through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

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

Signed, sealed and delivered
in the presence of:

_____ By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 2023, before me, the undersigned
Notary
Public of The State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

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

Painting Services
City of Aventura Bid No. 23-05-16-3

NOTARY PUBLIC:
SEAL OF OFFICE:

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

- ☐ Personally known to me, or
- ☐ Personally identification:

(Type of Identification Produced)

- ☐ DID take an oath,
- or
- ☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document: Number of Pages:
Number of Signatures Notarized:

FOR PURCHASING USE ONLY:

*The above information was been verified with
the Division of Corporations on _____.*

Purchasing Agent

END OF SECTION 00454

SECTION 00455
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER AND CERTIFICATE

Form W-9 (Rev. January 2003) 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 _____						
	Business name, if different from above _____						
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ _____						
	<input type="checkbox"/> Exempt from backup withholding						
	Address (number, street, and apt. or suite no.) _____						
	City, state, and ZIP code _____						
	List account number(s) here (optional) _____						
	Requester's name and address (optional) _____						
Part I Taxpayer Identification Number (TIN)							
<p>Enter your TIN in the appropriate box. 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.</p> <p>Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">Social security number</td></tr><tr><td style="text-align: center;"> </td></tr><tr><td style="text-align: center;">or</td></tr><tr><td style="text-align: center;">Employer identification number</td></tr><tr><td style="text-align: center;"> </td></tr></table>			Social security number		or	Employer identification number	
Social security number							
or							
Employer identification number							
Part II Certification							
<p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none">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), and2. 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, and3. I am a U.S. person (including a U.S. resident alien). <p>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 4.)</p>							
<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 15%;">Sign Here</td><td style="width: 65%;">Signature of U.S. person ▶ _____</td><td style="width: 20%;">Date ▶ _____</td></tr></table>			Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____		
Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____					
Purpose of Form							
<p>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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>U.S. person. 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:</p> <ol style="list-style-type: none">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, or3. Claim exemption from backup withholding if you are a U.S. exempt payee. <p>Note: If 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.</p> <p>Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).</p>							
Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes. <p>If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:</p> <ol style="list-style-type: none">1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.2. The treaty article addressing the income.3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.4. The type and amount of income that qualifies for the exemption from tax.5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.							

Cat. No. 10231X

Form **W-9** (Rev. 1-2003)

SECTION 00456

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

**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 _____ by _____
_____ for
whose business address is _____
_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(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 an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 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 of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime;
or
 2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture

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

5. I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
1. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Notary Public - State of: _____

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

☐ Personally known to me:

Or

☐ Produced Identification

(Type of Identification Produced)

END OF SECTION 00456

SECTION 00510

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Painting Services; Bid No. 23-05-16-3; in accordance with the Contract Documents as prepared.

The CITY has considered the Bid submitted by you for the above described WORK in response to its Advertisement for Bid and Instruction to BIDDERS.

You are hereby notified that your Bid has been accepted for the Painting Services; Bid No. 23-05-16-3, based on the attached Schedule of Values.

You are required by the Instruction to BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and/or Certificate of Insurance within ten (10) days from the date of this Notice, said CITY will be entitled to disqualify the Bid, revoke the award and retain the Bid Security.

BY: _____

TITLE: CITY MANAGER

Dated this _____ day of _____, 20____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by

this the _____ day of _____, 20____

BY: _____

TITLE: _____

You are required to return an acknowledged copy of this Notice of Award to the CITY.

END OF SECTION 00510

SECTION 00526

AGREEMENT

THIS AGREEMENT, made and entered into on this _____ day of _____, 20_____, by and between _____ Party of the First Part, and The City of Aventura, Party of the Second Part:

W I T N E S E T H:

That, the First Party, for the consideration hereinafter fully set out, hereby agrees with the Second Party as follows:

1. That the First Party shall furnish all the materials, and perform all of the Work in manner and form as provided by the following enumerated Documents, which are attached hereto and made a part hereof, as if fully contained here:

Advertisements For Bids	Section	00100
Instruction To Bidder	Section	00210
Bid Form	Section	00410
Award Preference for Identical Tie Bids	Section	00420
Bid Bond	Section	00432
Sub-Contractors	Section	00434
Bidder Qualification Statement	Section	00450
Non - Collusion Affidavit	Section	00454
Request for Taxpayer Identification Number And Certificate	Section	00455
Sworn Statement Pursuant To Florida Statutes On Public Crimes Scrutinized Companies Pursuant to Section 284.135, Florida Statues	Section	00456
Notice Of Award	Section	00510

Painting Services
City of Aventura Bid No. 23-05-16-3

Agreement	Section	00526
Notice to Proceed	Section	00550
Payment Bond	Section	00612
Performance Bond	Section	00614
OSHA Acknowledgment	Section	00620
Insurance	Section	00700
Technical Specifications	Section	01000

2. That the First Party shall commence the Painting Services Work to be performed on a date to be specified in a written order of the Second Party and shall be complete all Work hereunder within the lengths of time stipulated in Bid.
3. That the Second Party hereby agrees to pay to the First Party for the faithful performance of the this Agreement, pursuant to monthly invoices rendered in accordance with the Bid award ,which are reviewed and approved by the City.
4. In the event that the Contractor shall fail to complete any Work as set forth in the contract Documents, the Contractor shall have twenty-four (24) hours to bring said work up the standard set forth in the Contract Documents. If the Contractor fails to accomplish this, the City may complete the work itself or by hiring another contractor. The cost of completing said work will be deducted from the Contractor's monthly bill
5. It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Second Party shall deem the Surety or Sureties upon such bond to be unsatisfactory, or if, for any reason such bond ceases to be adequate to cover the performance of the Work, the First Party shall, at its expense within 5 days after the receipt of notice from the Second Party so to do, furnish an additional bond or bonds in such form and amount and with such Surety or Sureties as shall be satisfactory to the Second Party. In such event, no further payment to the First Party shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the Second Party.
6. No additional Work or extras shall be done unless the same shall be duly authorized by appropriate action by the Party of the Second Part.

Painting Services
City of Aventura Bid No. 23-05-16-3

7. The City may, by written notice to the contractor, terminate the contract if the contractor has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance and the termination date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in three (3) counterparts, each of which shall, without proof or accounting for the other counterpart be deemed an original Contract.

WITNESSES:

CONTRACTOR:

BY: _____
NAME: _____
TITLE: _____

OWNER: City of Aventura

BY: _____
NAME: _____
TITLE: CITY MANAGER

AUTHENTICATION:

BY: _____
NAME: _____
TITLE: CITY CLERK

APPROVED AS TO FORM:

BY: _____
NAME: _____
TITLE: CITY ATTORNEY

END OF SECTION 00526

Painting Services
City of Aventura Bid No. 23-05-16-3

SECTION 00550

NOTICE TO PROCEED

TO: _____ DATE: _____

PROJECT DESCRIPTION: Painting Service for City facilities, Bid #23-05-16-3 in accordance with the Contract Documents,

You are hereby notified to commence Work in accordance with the Agreement dated _____, on or before _____.

City of Aventura

BY: _____

TITLE: CITY MANAGER

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

_____ day of _____, 20____

BY: _____

TITLE: _____

END OF SECTION 00550

SECTION 00612

FORM OF PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Aventura, Florida, hereinafter called City in the amount of _____, (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: Bid No. 23-05-16-3; awarded the _____ day of _____, 20____, with City of Aventura for Painting Services, in accordance with contract documents prepared, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) supplying Contractor with all labor, materials and supplies used directly or indirectly by Contractor in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:
 - 2.1 A claimant, except a laborer, who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to the Contractor a notice that they intend to look to the Bond for protection.
 - 2.2 A claimant who is not in privity with the Contractor and who has not received payment for their labor, materials, or supplies shall, within ninety (90) days after performance of the labor, or after complete delivery of the materials

Painting Services
City of Aventura Bid No. 23-05-16-3

or supplies, deliver to the Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the non-payment.

- 2.3 No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding paragraphs 2.1 and 2.2 have been given.
- 2.4 Any action under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20 _____.

WITNESS:

(Name of Corporation)

Secretary
(Corporate Seal)

By: _____
(Signature and Title)

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

By: _____
*Agent and Attorney-in-Fact

Address: _____

(City/State/Zip Code)

Telephone No.: (____) _____

Painting Services
City of Aventura Bid No. 23-05-16-3

* (Power of Attorney must be attached)

State of: _____

County of: _____

On this, the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Notary Public, State of: _____

(Printed, typed or stamped name of
Notary Public exactly as

commissioned)

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

(Type of identification produced)

- ☐ Did take an oath, or
- ☐ Did not take an oath

Painting Services
City of Aventura Bid No. 23-05-16-3

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the _____ Principal, _____ was _____ then _____ of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION 00612

SECTION 00614

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Aventura, Florida, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No.: Bid No. 23-05-16-3; awarded the _____ day of _____, 20____, with City for Painting Services, in accordance with contract documents prepared, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for Painting Services, Project Bid No. 23-05-16-3 within initial period of two (2) years and (City reserves the right to extend Contract for two (2) additional two (2) year periods after the date of Contract commencement) as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within twenty-four (24) hours, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force.

Painting Services
City of Aventura Bid No. 23-05-16-3

Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 4.1 Complete the Contract in accordance with its terms and conditions; or
- 4.2 Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive BIDDER, or, if the City elects, upon determination by the City and Surety jointly of the best, lowest, qualified, responsible and responsive BIDDER, arrange for a Contract between such BIDDER and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20 _____.

WITNESS:

(Name of Corporation)

Secretary
(Corporate Seal)

By: _____
(Signature and Title)

(Type Name and Title signed above)

IN THE PRESENCE OF;

INSURANCE COMPANY:

Painting Services
City of Aventura Bid No. 23-05-16-3

By: _____
*Agent and Attorney-in-Fact

Address: _____

(City/State/Zip Code)

Telephone No.: (____) _____

* (Power of Attorney must be attached)
State of: _____

County of: _____

On this, the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of _____, the foregoing instrument was acknowledged by _____ (name of corporate officer), _____ (title), of _____ (name of corporation), a _____ (state of corporation) corporation, on behalf of the corporation.

WITNESS my hand

and official seal

Notary Public, State of: _____

(Printed, typed or stamped name of
Notary Public exactly as commissioned)

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

(Type of identification produced)

- ☐ Did take an oath, or
☐ Did not take an oath

Bonded by: _____

Painting Services
City of Aventura Bid No. 23-05-16-3

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____ certify that I am the secretary of the corporation named as principal in the foregoing Performance Bond; that _____ who signed the Bond on behalf of the Principal, was then _____ of said corporation; that I know his/her/their signature; and his/her/their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION 00614

SECTION 00620

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

TO The City of Aventura

We _____, hereby acknowledge and
_____, agree
that as Contractors

(Prime Contractor)

for Painting Services, Bid No. 23-05-16-3, 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 City of Aventura against any and all liability, claims, damages losses and expenses they may incur due to the failure of

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST: _____

END OF SECTION 00620

SECTION 00700

INSURANCE

Contractor's Liability Insurance:

1 CONTRACTOR shall provide and maintain in force until all the Work to be performed under this Contract has been completed and accepted by City (or for such duration as is otherwise specified hereinafter), the insurance coverage set forth:

1.1 Worker's Compensation insurance at the statutory amount to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include: Employers' Liability at the statutory coverage amount. The CONTRACTOR shall further insure that all of its Subcontractors maintain appropriate levels of worker's compensation Insurance

1.2 Comprehensive General Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or Operations.

Independent CONTRACTORS.

1.2.1 Premises and Operation

1.2.2 Independent Contractors

1.2.3 Broad Form Property Damaged.

1.2.4 Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

1.2.5 Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

1.3 Business Automobile Liability with minimum limits of One Million Dollars (1,000,000.00) per occurrence combined single limit for Bodily Injury

Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1.3.1 Owned Vehicles.

1.3.2 Hired and Non-Owned Vehicles.

1.3.3 Employers' Non-Ownership.

2 Before starting the Work, the CONTRACTOR will file with the CITY certificates of such insurance, acceptable to the CITY; these certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the CITY by certified mail. The CITY shall be named as an additional insured on the above-referenced policies.

3 The CONTRACTOR agrees that if any part of the Work under the Contract is sublet, they will require the Subcontractor(s) to carry insurance as required, and that they will require the Subcontractor(s) to furnish to them insurance certificates similar to those required by the CITY.

Cancellation and Re-Insurance:

4 If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the CONTRACTOR shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract.

5 All deductibles must be declared by the CONTRACTOR and must be approved by the CITY. At the option of the CITY, either the CONTRACTOR shall eliminate or reduce such deductible or the CONTRACTOR shall procure a Bond, in a form satisfactory to the CITY, covering the same.

END OF SECTION 00700

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SECTION 01000

TECHNICAL SPECIFICATIONS

I. GENERAL

A. INTENT

It is the intent of the City that these premises be maintained at a high standard of cleanliness. All materials and equipment required for interior and exterior painting and pressure wash services including chemicals shall be of acceptable industrial quality and are subject to approval by the City. The following standards are therefore intended to indicate the acceptable minimum level of services as directed in the cleaning specifications.

The standards and specifications contained herein this Agreement are not to be construed as complete; and all items that are not specifically included but found necessary to properly paint the building(s) shall be included as if written into these specifications.

B. CLEAN

The term "clean" as defined generally shall be construed to mean the removal of trash, dirt, dust, lint, marks, stains and spots at the City's sole discretion. This general definition is exclusive.

C. SAFETY

The Supervisor/Contractor will be responsible for instructing his employees in safety measures considered appropriate. Personnel will not place or use any equipment in traffic lanes or other locations in such a manner as to create safety hazards. They will provide, place and remove appropriate warnings signs for wet or slippery floors caused by painting or pressure wash operations. General safety requirements will be complied with in all activities.

D. COMPETENCE

Include evidence of technical, professional training in performing painting and pressure wash services in all commercial settings.

II. GENERAL INTERIOR/EXTERIOR PAINTING SPECIFICATIONS

A. INTERIOR

Contractor shall perform all painting services to conform to accepted professional practices

Project Description

Requirements below are to repaint interior using only high-quality materials. A site visit is required to ensure all parties become familiar with the entire scope of work

A. Painting Specifications

1. Paint surfaces as directed with all paint to match existing surface using Sherwin Williams paint products
2. Painting includes primer coat, sealers and fillers for a smooth flat surface.
3. Contractor to supply primer and paint produced by same manufacturer
4. Contractor to deliver materials to the job site in manufacturers original, unopened containers
5. Contractor shall store materials not in use in tightly covered containers
6. Contractor responsible to examine conditions under which painting will be performed prior to application
7. Interior colors will be based on three (3) two which would be considered accent colors. These walls and colors will be identified accordingly

B. Preparation

1. Contractor to provide protection such as taping around door knobs, fixed items etc.
2. Contractor to clean surfaces to be painted by removal of dust, mildew, peeling paint, or other contamination to ensure good adhesion.
3. Contractor responsible to mix and prepare paint following manufactures direction

4. Contractor to apply paint following manufactures direction and not to paint over dust, rust, grease scuffed surfaces or conditions detrimental to the completed paint application
5. Fill in cracks, holes with sealers or appropriate material for a finish look and sand smooth to ensure all coats have a finish look
6. Ensure paint is applied in uniform in color
7. Contractor responsible to provide everything necessary in addition to paint brushes, rollers drop cloth, fillers, sealants, tape, ladders etc.

C. Work Areas Protection

1. Prior to painting contractor shall protect all parts of the work site. Tarps and cloths shall be placed where required to protect floors and equipment, lighting fixtures and switch plates, hardware, glass and all other items not to be painted.
2. Provide "Wet Paint" signs to protect newly painted surfaces
3. Contractor to clean and restore any surface which were painted as a result of said contractors' failure to provide proper protection and shall restoration to be performed to City's satisfaction.
4. Contractor to take all necessary precautions and safety measures to prevent fires, hazards, or spills. Items considered a fire hazard are paints, solvents, drop clothes etc.

D. Quality Assurance/Touch Up

1. Contractor to clean off marks, paint spots, and stains throughout entire project restoring damaged surfaces to original condition
2. All surfaces and doors shall be inspected by Facilities Manager or his designee who will notify the contractor of any defects or problems prior to final payment

Hours of Operation

1. Normal work hours would be 8am-5pm Monday thru Friday. Hours of operation shall be subject to change at the City's sole discretion to accommodate daily operation.

A. Exterior Paint Services

Contractor shall perform all exterior painting service to conform to accepted professional practices and attached specifications. This service applies for all city owned buildings including parks, entrance signs Two (2) on Biscayne Blvd (North & South entrance to city) and (two) 2 on Aventura Blvd and Biscayne Blvd.

Project Description

Work includes surface preparation, surface cleaning, caulking, sealants, patching and application of paint as directed. Intent is that all surfaces be painted or finished for a thoroughly complete job.

Workmanship/Application

Do not paint any exterior surface until moisture free

Keep dust, dirt and debris away from work area at all times

All materials to be applied evenly free of pinholes, sags and runs

All shrubbery, landscaping, outside furniture, utility cabinets, windows, walkways, driveways and floors shall be protected against any damage during preparation and application

Safety signs such as wet paint, sidewalk closed signage maintained while job is in progress where possible contact with public may occur

All surfaces such as oil, grease, mold, mildew and chalk or rust must be removed to assure sound bonding to existing old paint

All areas for painting are to be thoroughly pressure washed using a pressure washer at a minimum of 2100 psi to a maximum of 3000 psi to ensure surface area is cleaned and free of dirt, grease stains or any other material

All construction joints expansion joints, window and door perimeters shall be cleaned prior to any caulk installation Joints include metal to metal, metal to masonry, masonry to masonry or wood to masonry

Fill all air pockets and other voids with a cement patching compound

An acceptable concrete wall or block wall shall be prepared free of contaminants suitable for proper application

Sherwin-Williams products preferred, but city may consider other comparable products

Exterior color(s) to be identified by city staff

Contractor responsible to mix and prepare paint following manufacturers direction

All exterior areas not to receive paint coatings shall be kept free of paint residue and over spray

Should any surface be found unsuitable for proper paint or finish, contractor to immediately notify city representative in writing and no materials to be applied until surfaces have been made suitable

Paint both sides of exterior doors and exterior frames

Paint entire exposed surface of window frames

Do not paint over any exterior labels of equipment name, independent testing agencies, identification or rating.

Contractor responsible to provide everything necessary in addition to brushes, rollers, sprayers, drop cloths, tarps, ladders and scissor or boom lift able to reach required height of exterior walls scheduled for painting.

Product Delivery/Storage

Contractor responsible to reduce the number of contaminants entering sanitary/storm drain systems or into ground

All materials of a specified painting system, including primer, intermediate, and finish coats, shall be produced by the same manufacturer.

Deliver paints to the jobsite in the original, unopened containers.

Protection:

Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damages by cleaning, repairing, or replacing, and repainting as directed by the City

All work is to be carried out in such a way as to minimize any inconvenience to the occupants and city daily operation.

Contractor responsible to conform to the latest edition of Industrial Health and Safety Regulations

Removal:

Upon completion of an area, it shall be left in a clean and orderly condition and all paint splatters, contaminated rags and trash shall be removed.

Painting Contractor shall be responsible for the proper disposal of any hazardous wastes generated during the course of work.

Upon completion of the job, the Painting Contractor must remove all surplus materials, scaffolds, cones, barricades etc., from the premises that relate to their trade. The Painting Contractor shall clean all window glass free of excess paint and splatters and remove paint that has been misplaced on any other surfaces.

III. CONTRACTOR EMPLOYEES:

On-site staff shall have the ability to read, write and speak **English.**

Contractor's employees must be at least 18 years old. All employees shall be competent and physically capable. The City reserves the right to require the contractor to immediately remove any employee, at its sole discretion.

During employees' scheduled hours, each employee assigned shall be in a work uniform supplied by CONTRACTOR with the company name indicated on the uniform, and must be neat in appearance and groomed at all times.

All contractors' employees working on City property shall be required to wear a photo identification card at all times supplied by CONTRACTOR. Before being allowed to work on City property, Contractor's employees will be required

to submit to a Level II fingerprint check and criminal history background investigation; and drug screening at the Contractor's expense. Contractor shall provide results to Public Works Operations Manager within 24 hours of receiving them.

Contractor to submit a weekly inspection log for the review and approved by the Facilities Manager or designee. Inspection sheets to be attached to monthly invoice for payments

ALL Employee changes are to be reported to the City within 24 hours so that a current employee listing is maintained at all times and supplied by the CONTRACTOR.

The City reserves the right to suspend, discharge, or refuse entry to any of the Contractor's employees, at the City's sole discretion.

City Facilities:

VETERANS PARK: Daily Services 9 AM – 10 AM.

WATERWAYS PARK: Daily Services 8 AM - 10 AM.

FOUNDERS PARK: Daily services between 10 AM and noon.

COMMUNITY RECREATION CENTER:

ARTS & CULTURAL CENTER

IV. REPORTING HAZARDOUS CONDITIONS AND ITEMS FOR REPAIR

The contractor or his employees shall report any hazardous conditions and items in need of repair including burnt out light bulbs, leaky faucets, toilet stoppages, etc. to the Public Works Operations Manager or his designee.

V. UNINTERRUPTED ACCESS TO SERVICE

During hours when contractor's staffs are not on City property, the contractor shall always have a staff member assigned to attend the needs of the facilities for any reason, at any time, on an "as needed" basis. This staff member shall wear a pager so that contact is facilitated.

VI. EMPLOYEE BREAKS

Contractor shall require all employees to take their breaks only in the location

designated by the City. Eating and drinking shall not be permitted in offices, lobbies, corridors or any other location not specified by the City.

The contractor shall ensure that all employees do not disturb papers, papers on desks, open desk drawers or cabinets, or use telephones provided for the use of the City.

VII. ADHERENCE TO LAWS

The successful bidder shall be in compliance with all OSHA and other local, state and Federal requirements. This includes compliance with OSHA Act #1910-1030 regarding worker exposure to blood borne pathogens.

VIII. TERMINATION

The City may, by written notice to the contractor, terminate the contract if the contractor has been found to have failed to perform his services in a manner satisfactory to the City as per specifications. The date of termination shall be stated in the notice. The City shall be the sole judge of non-performance.

High-Pressure Sprayer

In shower areas, a high-pressure sprayer with a solution of cleaner disinfectant shall be used to remove soap scum buildup, and other materials from the wall and floor surfaces. The sprayer is to be used only in areas that have adequate floor drains. All surfaces must be rinsed with clear water after cleaning. In dumpster areas, all debris should be picked up daily, and the high-pressure sprayer used twice per week to clean the dumpster and adjacent areas. Dumpster must be deodorized after cleaning.

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END OF SECTION 001000