



VILLAGE OF INDIANTOWN

C/O Paul J. Nicoletti, Attorney at Law
1445 SE Lark Boulevard
Stuart, FL 34996-2609
pnicoletti@comcast.net
Voice & Fax (772) 600-5581

NOTICE FOR RFP#2018-001

ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES

The Village of Indiantown, Florida is soliciting qualified firms to furnish labor, equipment, materials, and incidentals required to accomplish the work of **Professional Building Code Inspection Services** in accordance with the requirements of Chapter 553 (Building Construction Standards), and in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors, both of Florida Statutes, and also in accordance with these specifications.

A complete RFP package can be requested from the undersigned at the above address. Said package is available electronically at <https://www.indiantown.org/> The Village of Indiantown is only responsible for the content of any RFP package distributed through the above website or directly from the Village.

In compliance with the Americans with Disabilities Act (ADA), as amended, anyone desiring to attend this proposal opening who needs a special accommodation should contact Ms. Donna Carman, at the Indiantown /Western Martin County Chamber of Commerce at 772-597-2185 or itowncc2@itspeed.net at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Firms desiring to provide the services described above **shall submit one (1) original and four (4) copies with one (1) electronic copy (PDF format preferred) on a compact disk (CD) or flash drive of their proposal, containing all of the required information NO LATER THAN 2:30 pm, March 26, 2018.** Submittals received after that date and time will not be considered and will be retained unopened. Submittals will be accepted by hand delivery, overnight courier delivery, or by U.S. Mail, at the address below:

**Donna Carman, Executive Director
Indiantown/ Western Martin County Chamber of Commerce
15545B SW Warfield Blvd.
Indiantown, FL 34956**

Mark outside of envelope: RFP #2018-001 Annual Contract for Uniform Building Code Inspection Services

All submittals will be opened at 2:45 pm on Monday, March 26, 2018, or as soon as practicable thereafter, at the following address:

**INDIANTOWN CIVIC CENTER
15675 SW Osceola Street
Indiantown, Florida 34956**

Publish Date: March 9, 2018

Table of Contents

| | |
|--|----|
| PART I – GENERAL INFORMATION..... | 1 |
| 1.1 OVERVIEW..... | 1 |
| 1.2 DEFINITIONS..... | 1 |
| 1.3 LOCATION OF OPENING..... | 1 |
| 1.4 CONTRACT AWARD..... | 1 |
| 1.5 DEVELOPMENT COSTS..... | 2 |
| 1.6 INQUIRIES..... | 2 |
| 1.7 TIMETABLES..... | 2 |
| 1.8 DELAYS..... | 2 |
| 1.9 QUALIFICATION SUBMISSION & WITHDRAWAL..... | 2 |
| 1.10 ADDENDA..... | 3 |
| 1.11 EQUAL OPPORTUNITY..... | 3 |
| 1.12 INSURANCE..... | 3 |
| 1.13 PUBLIC ENTITY CRIMES..... | 3 |
| 1.14 SUSPENDED VENDOR..... | 4 |
| 1.15 ASSIGNMENT & SUBCONTRACTING..... | 4 |
| 1.16 PROPOSAL AS PUBLIC DOMAIN..... | 4 |
| 1.17 PUBLIC RECORDS..... | 4 |
| 1.18 LICENSES..... | 6 |
| 1.19 BUSINESS TAX RECEIPT..... | 6 |
| 1.20 OTHER GOVERNMENTAL ENTITIES..... | 6 |
| 1.21 CONTRACT AMENDMENT..... | 6 |
| 1.22 TERMINATION CLAUSES..... | 7 |
| 1.23 DEFAULT..... | 7 |
| 1.24 NON-EXCLUSIVE CONTRACT..... | 7 |
| 1.25 BACKGROUND INFORMATION..... | 7 |
| 1.26 REFERENCES/RECORD CHECK..... | 7 |
| 1.27 PERFORMANCE EVALUATION..... | 7 |
| 1.28 PRICING & INVOICING..... | 8 |
| | |
| PART II– STATEMENT OF WORK..... | 8 |
| 2.1 PURPOSE..... | 8 |
| 2.2 WORK OBJECTIVE..... | 8 |
| A Contractor Responsibilities..... | 9 |
| B Additional Information..... | 9 |
| 2.3 BUSINESS OPERATIONS..... | 9 |
| A Hours of Operation..... | 9 |
| B Inclement Weather Conditions..... | 10 |
| C Observed Holidays..... | 10 |
| | |
| PART II I– INSTRUCTIONS FOR PREPARING SUBMISSIONS..... | 10 |
| 3.1 RULES FOR SUBMISSION..... | 10 |
| 3.2 PROPOSAL FORMAT..... | 10 |
| Letter of Transmittal..... | 10 |
| T1 Qualifications/Knowledge/Experience..... | 10 |
| T2 Operational Plan..... | 11 |
| T3 Proposal Form..... | 11 |
| T4 Insurance..... | 11 |
| T5 References..... | 11 |
| T6 Submittal Forms & Requested Information..... | 11 |

| | | |
|---------|-------------------------------------|----|
| T7 | Disclosure Statements..... | 11 |
| T8 | Optional Information..... | 12 |
| T9 | Addenda..... | 12 |
| PART IV | – EVALUATION OF SUBMISSIONS..... | 12 |
| 4.1 | EVALUATION METHOD AND CRITERIA..... | 12 |
| A | General..... | 12 |
| B | Selection..... | 12 |
| C | Presentations..... | 12 |
| D | Negotiations..... | 12 |
| E | Terms and Conditions..... | 13 |
| F | Contact Person..... | 13 |
| G | Purchasing Card Program..... | 13 |
| PART V | – RFP SUBMITTALS..... | 14 |
| 5.1 | PROPOSAL FORM..... | 14 |
| 5.2 | INSURANCE REQUIREMENTS..... | 15 |
| 5.3 | REFERENCE FORM..... | 17 |
| 5.4 | SUBCONTRACTORS FORM..... | 18 |
| 5.5 | PROPOSAL CHECKLIST FORM..... | 19 |
| 5.6 | PUBLIC ENTITY CRIMES..... | 20 |
| 5.7 | STATEMENT OF NO BID..... | 22 |
| 5.8 | STANDARD CONTRACT..... | 23 |

PART I GENERAL INFORMATION

1.1 OVERVIEW

This Request for Proposal (RFP) provides guidelines for the submission of proposals in response to the Village of Indiantown's solicitation for firms and individuals to provide all labor, equipment, and materials necessary to provide Professional Uniform Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes, and as described herein.

1.2 DEFINITIONS

"Proposer" means any contractor, consultant, respondent, organization, firm, or other person submitting a response to this Request for Proposal.

"Building Inspector" means a Florida licensed Building Inspector qualified to inspect building construction for compliance with Florida building codes, and performs inspections of the structural, roofing, electrical, plumbing, and mechanical work on a structure being newly constructed or renovated.

"Plans Examiner" means a Florida licensed person who is qualified to determine that plans submitted for purposes of obtaining building permits comply with Florida building codes.

1.3 ISSUER AND LOCATION OF PROPOSAL DELIVERY AND PROPOSAL OPENING:

The Issuer of this Request for Proposals is:

Paul J. Nicoletti, Attorney at Law
1445 SE Lark Boulevard
Stuart, FL 34996-2609
Voice (772) 600-5581
Email: pnicoletti@comcast.net

The Delivery of all Proposals shall be no later than 2:30 pm on March 26, 2018 at:

Indiantown /Western Martin County Chamber of Commerce
15545B SW Warfield Blvd.
Indiantown, FL 34956

The Opening of this Request for Proposals shall occur at 2:45 pm on March 26, 2018 at:

Indiantown Civic Center
15675 SW Osceola Street
Indiantown, Florida 34956

1.4 CONTRACT AWARD

The Village of Indiantown anticipates entering into a contract with the proposer who submits the proposal judged by the Village to be most advantageous. The Village anticipates awarding one contract, but reserves the right to award to more than one, if it is in the Village's best interests to do so. The proposer understands that this RFP does not constitute an offer or a contract with the Village. A contract shall not be deemed to exist, and is not binding, until proposals are reviewed and accepted by the Village and executed by all parties. A sample Contract is attached to this RFP. The Village anticipates that the final contract will be in substantial conformance with the Sample Contract; nevertheless, proposers are advised that any contract which may result from the RFP is subject to negotiation and

may deviate from the Sample “Short Form” Contract, if in the Village’s opinion, such deviation is reasonable, justifiable, and serves the best interest of this procurement and the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to enter negotiations with the second, most responsive and responsible proposer determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all proposals, to waive non-material, technical variances in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter.

1.5 **DEVELOPMENT COSTS**

Neither the Village, nor its’ representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

1.6 **INQUIRIES**

The Village will not respond to oral inquiries. Interested proposers may contact the Issuer, regarding questions about the proposal at email: pnicoletti@comcast.net or facsimile: (772) 600-5581. The Issuer will also receive written requests for clarification concerning the meaning or interpretation of this RFP, until six (6) days prior to the submittal date. Questions shall be emailed or faxed with reference to the RFP number. All proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Village through written communication with the Village prior to opening of the proposals.

Respondents may not contact any member of the selection committee, Transition Team Member, Village employee, Village Council Candidate, or Village elected official during this solicitation process. All questions or requests for clarification must be routed through the Issuer.

1.7 **TIMETABLES**

The Village and proposers shall adhere to the following schedule in all actions concerning this RFP:

- A. On March 9, 2018, the Village issues the RFP.
- B. From March 9, 2018 through March 19, 2018, the Village will receive and answer written inquiries received by fax, mail or email.
- C. The Village must receive the proposals by the closing time and date of 2:30 pm on March 26, 2018.
- D. The Village will open the sealed proposals at 2:45 pm, or as early as possible thereafter, on March 26, 2018.
- E. The Village will review and evaluate the proposals in a timely manner.
- F. Short listed firms maybe scheduled for presentations/clarifications as detailed in 4.1 below.

- G. The Village may enter into a contract after obtaining appropriate approvals and conducting negotiations. The Village will notify all unsuccessful proposers.
- H. The anticipated effective date of the Contract for these services is intended to be on or about April 15, 2018.

1.8 **DELAYS**

The Village may delay scheduled due dates, if it is to the advantage of the Village to do so. The Village will notify proposers of all changes in scheduled due dates by written addenda submitted by the Village.

1.9 **QUALIFICATION SUBMISSION AND WITHDRAWAL**

The Village will receive all proposals at the following address:

**Indiantown / Western Martin County Chamber of Commerce
15545B SW Warfield Blvd.
Indiantown, FL 34956**

To facilitate processing, please mark the outside of the envelope as follows: **RFP #2018-001 Annual Contract for Uniform Building Code Inspection Services** The envelope shall also include the proposer's return address.

Respondents shall submit one (1) original, and four (4) copies of the proposal submitted with each marked "COPY", and **one (1) electronic copy (PDF format preferred), on a CD or flash drive**, in a sealed envelope marked as noted above. A proposer may submit the proposal by personal delivery, mail, or express shipping or courier service.

THE VILLAGE MUST RECEIVE ALL PROPOSALS NO LATER THAN 2:30 PM ON MARCH 26, 2018

Due to the irregularity of mail service, the Village cautions proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Chamber of Commerce Office, as specified above, prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 597-2185, before proposal closing time. A proposal received by the Village Procurement Office after the established deadline will be retained unopened.

Proposers may withdraw their proposal submissions by notifying the Issuer in writing at any time prior to the deadline for proposal submittal. Proposers may withdraw their submissions in person or by an authorized representative. Proposers and authorized representatives must provide the letter of withdrawal, picture identification, proof of authorization (in the case of authorized representatives), and provide the Village with a signed receipt for the withdrawn proposal. After the deadline, proposals once opened, become a public record of the Village and are subject to the provisions of the Florida Public Records Law. As such they are also subject to public inspection and copying in accordance with Chapter 119, Florida Statutes.

1.10 **ADDENDA**

If one or more revisions become necessary, the Village will provide written addenda to all respondents who received the Request for Proposals. All addenda issued by the Village of Indiantown in regard to this RFP shall be acknowledged. Failure to acknowledge all addenda may result in disqualification.

The Village will make every effort to notify registered Proposers by email that an addendum has been made to the RFP. The Village shall not be responsible for providing notice of addenda to potential proposers who receive a RFP package from sources other than the Village.

All addenda issued by the Village must be acknowledged within the proposal at the time it is submitted to the Village.

1.11 **EQUAL OPPORTUNITY**

The Village recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women-owned business enterprises, along with local area businesses.

1.12 **INSURANCE**

The respondent, if awarded a contract, shall maintain insurance coverage (Item5.2) reflecting the minimum amounts and types of coverage required by the Village.

1.13 **PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit proposals or contract with the Village for construction of a public building or public works; may not submit bids for leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided for in Chap.287, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date being placed on the convicted vendor list. Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850)488-8440.

1.14 **SUSPENDED VENDOR**

An entity or affiliate who has been placed on the State of Florida Suspended Vendor List will not be considered for award. The Suspended Vendor List is available on the State's website at:

http://dms.myflorida.com/business_operations/state_purchasing/vendor_information

1.15 **ASSIGNMENT & SUBCONTRACTING**

The successful proposer will not be permitted to assign its contract with the Village without obtaining prior written approval of the Village of Indiantown. If a vendor subcontracts or subleases employees for any portion of this contract **for any reason**, the proposer must include, in writing the **name and address of the Subcontractor or leased employee/firm, and must obtain all the same insurance requirements, licensing, and certification requirements with prior approval by the Village Manager**. Name of the person to be contacted, include telephone number and extent of work to be performed. This information is to be submitted with RFP response (Item5.4). If vendor should need to change subcontractor information, changes are subject to the approval of the Village Manager. The Village reserves the right to reject a proposal of any proposer if the proposal names a subcontractor or leased employee who has previously failed in the proper performance of an award or failed to deliver on time contract of a similar nature, or who is not in a position to perform properly under this award.

1.16 **PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of Chapter 119, Florida Statutes. The proposal will become part of the public domain upon opening. **Vendors shall not submit pages marked “proprietary” or otherwise seek to restrict their use.**

1.17 **PUBLIC RECORDS: Public Records Relating to Compliance, Request for Records; Noncompliance, & Civil Action**

Note: If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, and the Contractor’s duty to provide public records relating to this contract, contact the Issuer at pnicoletti@comcast.net or (772) 600-5581 for clarification, per F.S.119.12.

In compliance with F.S.119.0701, the Contractor shall:

- A. Keep and maintain public records required by the public agency to perform the service.
- B. Upon request from the public agency’s custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- C. 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a form that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency’s contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. If a contractor does not comply with the public agency’s request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- G. A contractor who fails to provide the public records to the public agency within a reasonable time maybe subject to penalties under F.S.119.10.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency’s contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph 2 above, if it is sent to the public agency’s custodian of public records and to the contractor at the contractor’s address listed on its contract with the public agency or to the contractor’s registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which maybe in an electronic format.
- J. A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

1.18 **LICENSES**

Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of RFP receipt. The proposal of any Proposer that is not fully licensed and certified shall be rejected. Inspection personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes, by the Florida Department of Business. **Certifications must be kept current and copies must be included with your submittal.**

1.19 **BUSINESS TAX RECEIPT**

Proposer shall comply with Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be submitted prior to awarding the RFP.

1.20 **OTHER GOVERNMENTAL ENTITIES**

When there is sufficient cap a Village or quantities available, awarded proposer may provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms, conditions, and prices of the RFP and resulting contract. Prices shall be F.O.B. Destination to the requesting agency. Each governmental entity allowed to use this contract shall do so independent of any other governmental entity.

1.21 **CONTRACT TERM**

At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.

- A. **Contract Period:** This contract shall be awarded for an **initial term of one (1) year** subsequent to approval by the proper Village authorities. The **contract maybe renewed for four (4) additional one year periods** provided both the successful proposer and the Village agree and all terms and conditions remain the same. Any contractor amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties not to exceed six (6) months.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation maybe extended upon mutual agreement between the contractor and the Village of Indiantown with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract maybe renewed for four (4) additional one-year periods, provided both parties are in agreement. **Total contract length, including individual one-year extensions, shall not exceed five (5) years.** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village. Any price increases must be documented and approved by the Village of Indiantown. It is also expected that a reduction of prices will be extended to the Village if the market so reflects.

1.22 **CONTRACT AMENDMENT**

This service extends only to those specifically described herein. If upon the request of the Village, the Contractor agrees to perform additional services here under, the Village shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this Contract) based on an hourly fee in accordance with Contractor's fee schedule unless a lump sum addendum to Contract is executed by the parties to this Contract which addresses the additional services.

The Village of Indiantown reserves the right to order, in writing changes in the work within the scope of the contract. The Contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the Contractor. This Contract maybe modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the Village of Indiantown.

1.23 **TERMINATION CLAUSES**

- A. **Termination for Convenience:** The Village upon a thirty (30) day written notice to the other party may terminate this Contract with or without cause. In the event of any termination, the Contractor shall be paid for all services rendered to the date of termination.
- B. **Termination for Cause:** The obligation to provide further services under this Contract may be terminated by the Village upon seven (7) days written notice in the event of failure by the Contractor to perform in accordance with the terms here of through no fault of the Village.

1.24 **DEFAULT**

In the event that the Contractor cannot respond adequately to the needs of the Village by any reason, the Contractor shall advise the Village, as soon as possible, and further advise as to the length of said inability. The Village may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The Village shall

have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

1.25 **NONEXCLUSIVE CONTRACT**

Contractor agrees and understands that the contract shall not be construed as a non-exclusive arrangement and further agrees that the Village may, at any time, secure similar or identical services at its sole option. The successful proposer will be an independent contractor and the individual(s) assigned to work on behalf of the Village by the provider will be approved by the Village and will not be Village employee(s). At any time during the Contract Term, the Village Manager may require the Proposer to furnish different individual inspectors or plan reviewers, based on the needs of the Village.

1.26 **BACKGROUND INFORMATION**

As part of the evaluation process, the Village reserves the right, to require a Proposer to submit such evidence of the qualifications of each and every inspector and plan reviewer working with the Village or on Village permit applications, as it may deem necessary, and may consider any evidence available to it as to the qualifications and abilities of the Proposer, including past performance (experience) with the Village by the Proposer or any of their Owners.

1.27 **REFERENCES/RECORD CHECK**

As part of the evaluation process, the Village may conduct an investigation of references, including but not limited to, a record check of consumer affairs complaints (Item 5.3). Proposer's submission of their RFP constitutes acknowledgment of the process and consent to investigate. Village is the sole judge in determining Proposer's qualifications.

1.28 **PERFORMANCE EVALUATION**

Throughout the contract period the vendor(s) performance will be monitored by the Village Manager. If vendor performance fails to meet the standards specified and receives an unacceptable rating, the Village Manager may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village Manager determines that such termination is in the best interest of the Village. Vendor's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Procurement Division.

1.29 **PRICING AND INVOICING**

The Village requires a firm price for each contract period. Invoices will be checked to confirm compliance with quoted pricing. Failure to hold prices firm through each contract term may be grounds for contract termination. Payment will be paid upon completion and acceptance of the work, net 30 days.

PART II STATEMENT OF WORK

2.1 **PURPOSE**

The Village of Indiantown is soliciting proposals from qualified, experienced firms to furnish all labor, equipment, materials, and incidentals required to accomplish the work for Professional Building Code Inspection Services in accordance with the requirements of Chapter 468, Part XII, Building Code Administrators & Inspectors; and Chapter 553, Building Construction Standards, of the Florida Statutes. The successful proposer will be an independent contractor and the individual(s) assigned to work for the Village by the provider will be approved by the Village and will not be Village employees.

2.2 **WORK OBJECTIVE**

Inspection personnel shall be licensed pursuant to Chapter 468, Part XII, Florida Statutes by the Florida Department of Business Regulation for all disciplines the inspection personnel inspect. Certifications must be kept current. By way of example, Inspection Services shall include, but not be limited to:

- **Air Conditioning (HVAC) System**
- **Americans with Disabilities Act (ADA)**
- **Building Code Compliance**
- **Doors & Hardware**
- **Electrical Systems**
- **Elevators**
- **Fences**
- **Fireplaces & Chimney**
- **Insulation**
- **Plumbing Systems**
- **Pool Decks and Patios**
- **Pool Heaters**
- **Roofing Systems**
- **Saunas**
- **Seawalls and Docks (Above Water Line)**
- **Solar Heater Systems**
- **Structural Components**
- **Swimming Pools**
- **Windows & Hardware**

A. **Contractor Responsibilities**

1. The successful proposer or firm shall provide a minimum of one (1) person with all applicable certifications required pursuant to Florida Statutes for the inspections conducted on a day to day basis. The inspector shall be available to work during business hours Monday through Friday. The Inspector shall report for work to the Village Offices, 16550 SW Warfield Boulevard, or as instructed by the Village Manager.
2. Contractor shall also include building plan review and occasional code enforcement inspections for determining unsafe buildings with no additional fees.
3. Contractor may be required to occasionally attend evening meetings to provide consultation to the Village. Inspection personnel may be required to prepare and submit written reports as may be reasonably requested by the Village Manager.

B. **Additional Information**

1. The inspection personnel maybe required to perform other related services for the Village as follows:
 - Log daily inspections and results in the computer.
 - Review and process construction plans for obtaining building permits on an as-needed basis (separate hourly fee per paragraph 17 below).
 - Provide code enforcement inspections and reports on existing buildings relative to unsafe structures.
2. The successful proposer shall provide their own ladders and any tools required to perform inspections. The successful proposer shall also provide their own cell phone, vehicle, fuel, vehicle maintenance, and sufficient insurance.
3. **The Village of Indiantown places a high value on customer service to the public, and expects all assigned personnel to be prompt, courteous, helpful, and professional in discharging their duties.** Any failure to meet these standards shall be called to the Vendor’s attention by the Village Manager. Repeated failure to meet these standards shall, at the discretion of the Village Manager, be grounds for the Vendor to immediately assign a qualified replacement for the offending inspector. In managing this contract, the Vendor shall regularly consult with the Village Manager as to the quality of service being provided to the Village.

2.3 **BUSINESS OPERATIONS**

- A. **Hours of Operation:** Unless otherwise directed by the Village Manager; the successful Contractor(s) shall insure that services as required are scheduled and performed with the Village Manager, between the hours of 8:30 AM and 5:00 PM; Monday through Friday, except legal holidays, and any exceptions must have prior approval by the Village Manager.
- B. **Inclement Weather Conditions:** Upon approval by the Village Manager, the Contractor may cease operations of services during inclement weather conditions, when it is determined by the Village Manager, that it would be dangerous, or inappropriate to continue.
- C. **Observed Holidays**

| | |
|------------------------------|------------------------|
| New Year's Day | Martin Luther King Day |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day & Day After | Christmas Day |

PART III INSTRUCTIONS FOR PREPARING SUBMISSIONS

3.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP. The interested firm or individual must submit one (1) original and four (4) copies of their proposal with each marked "COPY", and **one (1) electronic copy (PDF format preferred) on a CD or flash drive** of the requested data for evaluation. Please tab all support documents or attachments according to the order established in the following paragraph.

3.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Village has no previous knowledge of their product or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Contractor's understanding of the scope of work and make a positive commitment to timely perform the work within budgetary requirements. An agent authorized to contractually bind Contractor must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab1: Qualifications/Knowledge/Experience

Provide a statement indicating the respondent's interest in, knowledge of, and resources necessary to provide the services described in this RFP. Detail practical experience, including relevant dates, in all aspects of Building Inspection. Include the history of the firm and resumes of the proposer's principals, and the length of company's existence. The firms shall also submit an organizational chart, staff qualifications, and experience of the firm. Resumes of proposed key personnel (name, company address, phone number, e-mail address) that will be assigned to this project shall include job skills, education, training, experience and professional affiliations/membership. All proposed subcontractor or leased employees shall be identified, and the working relationship between the proposer and subcontractor shall be explained (Item5.4). Subcontractor or leased employees shall also provide key personnel resumes.

The firm shall provide sufficient competent and qualified personnel licensed to effectively carry out its responsibilities under the Contract. The firm shall utilize only competent personnel who are qualified by experience and education.

Proposers may submit such additional information as to their qualifications, experience and expertise as they may feel necessary to establish their level of proficiency in this area.

Tab 2 ~ Operational Plan: Describe, in detail, the proposed plan for providing the services identified in this RFP, highlighting proven strategies and expertise. The plan should include expected obligations and duties of the Village upon which the proposed plan is contingent. Include an organizational chart outlining operational structure, including personnel to be assigned to the Village.

Tab 3 ~ Proposal Form: Insert all requested pricing in the attached Price Proposal Form. The proposed fees shall include all overhead and expenses and as specified in Item 5.1.

Tab 4 ~ Insurance: Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in Item 5.2. Provide proof of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Village along with their qualification data. A properly completed Accord Form is preferable. The Village of Indiantown must be named as an additional insured for all General Liability prior to entering into a contract. The Firm shall either cover any sub-contractors on its policy or require the sub-contractors to conform to all requirements for insurance contained herein. Subcontractors must be provided on Item 5.4.

Tab 5 ~ References: Provide a list of three (3) successful projects of a similar nature within the past five (5) years by completing Item 5.3.

Tab 6 ~ Submittal Forms & Requested Information:

- Item 1.18 Licenses and Certifications as required
- Item 1.19 Business Tax Receipt requirements for their business location. A copy of the business tax receipt or proof of exemption shall be included with response submittal with IRS W-9 form.
- Item 5.4 Subcontractors List
- Item 5.5 Proposal Check list
- Item 5.6 Public Entity Crimes
- Item 5.7 No Bid, if required

Tab 7 ~ Prohibition Non-Collusion/Conflict of Interest Disclosure Statements

- A. Include the following Statement of Non-Collusion: “The respondent certifies, and in the case of a joint proposal, each party there to certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or Contract with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.”
- B. Include a disclosure statement advising the Village of any potential conflict of interest, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project.
- C. Signature on the transmittal letter shall certify the Village of these statements.

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two pages).

Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

PART IV EVALUATION OF SUBMISSIONS

4.1 EVALUATION METHOD AND CRITERIA

- A. **General:** The Village’s selection committee will evaluate proposals and will select the proposer which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the proposals, and the resulting negotiated Contract. The Village's decisions will be final. This criterion shall be utilized in the evaluation of the proposals.

The Village’s evaluation criteria will include, but not be limited to, consideration of the following:

| <u>EVALUATION CATEGORIES</u> | <u>POINTS</u> |
|---|---------------|
| <u>POSSIBLE</u> | |
| Overall qualifications, knowledge, and experience. | 30pts |
| Operational Plan | 30pts |
| Reference/Past Projects of similar nature in Florida | 10pts |
| Proposed price for work to be accomplished. | |
| 20ptsLocation of proposer. (proximity of proposer to Village of Indiantown) | 10pts |

- B. **Selection:** Proposals will be evaluated using the above criteria. The Village will assign this task to a Selection Committee. The Village of Indiantown reserves the right to select the most qualified individuals/firms from review of the packages submitted and request authorization to negotiate an Contract with the highest ranked individual/firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an Contract with the highest ranked respondent. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.
- C. **Presentations:** The Village may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Village’s sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the Village. The Village shall be the sole judge and final arbiter of its own best interests in this matter.
- D. **Negotiations:** After the Village ranks the respondents, Village staff will take the proposed ranking to the Village Council for approval and authorization to start negotiations with the top ranked firm. After staff concludes negotiations with the respondent(s) selected by the Village Council, staff will present the results of the negotiations to the Village Commission with its recommendation forward of a contract. If the Village Commission determines that staff is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that respondent(s) shall be formally terminated. Should the Village be unable to negotiate a satisfactory contract with the selected respondent(s), the Village may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, as stated in Item 1.4 above, the Village reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

E. **Terms and Conditions**

All prospective Contractors are here by cautioned not to contact any member of the Indiantown Village Commission, the Village Manager, the Village Attorney (except to discuss grievance matters) or any member of the selection committee. All questions and contacts must be made through the Procurement Office. Attempts to lobby or persuade through other channels will result in disqualification.

Any actual or prospective Contractor who disputes the reasonableness, necessity or competitiveness of the terms and conditions of this request for proposals; selection or award recommendation shall file such dispute in writing with the Village Manager, no later than close of business on the proposal opening date, as to the terms and conditions, and within ten (10) days of Commission action as to the selection or award recommendation.

The Village reserves the right to reject any or all proposals without recourse, to waive technicalities and informalities or to accept the proposal which in its sole judgment best serves the interest of the Village.

As required by FS Section 287.133; “A person or affiliate who has been placed on the convicted vendor list following 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 or perform work as a contractor, supplier, subcontractor, or a Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount as stated in FS Section 287.017, for Category Two, for a period of thirty six months from the date of being placed on the convicted vendor list.” Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (904)488-8131.

- F. **Contact Person:** Questions or requests for additional information shall be directed to the Paul Nicoletti, at (772) 260-3276, or email: pnicoletti@comcast.net between the hours of 8:30a.m. and 5:00p.m., local time, weekdays.
- G. **Purchasing Card Program:** Preferred method of payment is by means of the Village of Indiantown Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and inconsideration receive payment within several days, instead of the Village’s policy of Net 30 Days After Receipt of Invoice (ARI).
1. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Proposal Form. In the event of failure on the part of the Proposer to make this statement, the Village shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 2. The Village of Indiantown offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their proposal price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers’ offered price. If the committed bidder is awarded the contract, the award will be at the *negotiated contract price*.
-

PART V RFP SUBMITTALS

5.1 PRICE PROPOSAL FORM

Respondents are to make no changes to the table below and are to fill the table out completely. Values must be provided for all categories below and must represent the total cost for each service. No additional charges will be invoiced to or paid by the Village of Indiantown.

| ITEM | DESCRIPTION | MINIMUM BILLING HOURS | HOURLY RATE |
|--|---|-----------------------|-------------|
| 1 | Normal business hours –Inspection and plans review services requested by the Village of Indiantown. | | \$ |
| 2 | After hours inspection and plans review services requested by the Village of Indiantown | | \$ |
| Preferred method of payment is by the Village Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? | | | |
| | | Yes | No |

The Respondent certifies that as a condition of bidding he will hold good his proposal prices for a minimum period of **ninety** (90) calendar days from the date proposals are opened.

The Village of Indiantown offers proposers who commit to accepting the Purchasing Card, noted above in the Proposal Form as payment method, a one percent (1%) reduction in their overall price for evaluation purposes only. When evaluating prices submitted by proposers in response to this solicitation, the total offered price of a proposer committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other proposers' offered price. If the committed proposer is awarded the contract, the award will be at the negotiated contract price.

The undersigned Respondent hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the proposer will result in Proposer's response being found non-responsive and thereby disqualified.

The under signed Respondent hereby certifies that he has received all the Addenda listed below and has incorporated them in to the proposal listed herein. Failure to acknowledge any and all addenda may render the proposal non-responsive and no further evaluation of the proposal will occur.

Addendum(s) # _____ through # Respondent's Initials _____

(Signature)

(Printed Name)

Name of Company, Firm

(Printed Title)

Telephone Number

Facsimile Number

Email Address

5.2 INSURANCE REQUIREMENTS

- A. The successful professional shall not commence any work in connection with this Contract until it has obtained all of the following types of insurance and the Village has approved such insurance. Nor shall the successful professional allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. The successful professional shall maintain required insurance coverage for the full term of this Contractor for such longer periods as may be specifically required herein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and rated no less than "B" as to management and no less than Class "VIII" as to strength in accordance with the A.M. Best Company Insurance Guide, or its equivalent as determined by the Village in its sole discretion.
- B. Loss Deductible Clause: The Village shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the professional and/or subcontractor providing such insurance.
- C. Worker's Compensation Insurance: The professional/service provider shall maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees connected with the work of this project that complies fully with the State of Florida Worker's Compensation Law, SS440.
- D. General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability [including premises/operations; products/completed operations with the XCU hazards; personal/advertising injury; and fire damage (minimum \$100,000)] for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate relative to any agreement resulting from a solicitation with the Village of Indiantown.
- E. Business Automobile: The professional/service provider shall during the life of this Contract take out and maintain Business Automobile Liability form with coverage for symbol I (any auto) with limits of not less than \$1,000,000.00 combined single limit or \$500,000.00 per person/ \$1,000,000.00 per accident bodily injury and \$250,000.00 per accident property damage.
- F. Professional Liability: The professional shall during the life of this Contract take out and maintain Professional Liability coverage with limits of not less than \$1,000,000.00 per claim /\$2,000,000.00 per job, per year aggregate relative to any agreement resulting from this solicitation for the Village of Indiantown. The professional further agrees to maintain like coverage for a minimum of five (5) years following the completion of the Contract.
- G. Owner's Protective Liability Insurance: The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at their option, may purchase and maintain such insurance as will protect them against claims which may arise from his operations under the Contract.
- H. Certificates of Insurance: the Contractor, upon notice of award, will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

- (1) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
- (2) Statement that the Insurer will mail notice to the Village at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) Village shall be named or additional named insured on General Liability Insurance and Business Automobile Liability Insurance.

NOTE: The Village can decrease or increase these limits, depending on the project, at its sole discretion.

CONTINUE ON NEXT PAGE

5.3 **REFERENCE FORM**

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

| | | | | |
|-------------------------------------|------|-------|----------|-------------------------|
| Company/Entity Name: | | | | |
| Address | | | | |
| Village | | State | | Zip Code |
| Contact Name: | | | Title: | |
| Phone No: | Fax: | | Email: | |
| Date of Service or Contract Period: | | | Location | |
| Summary of Services Performed | | | | Governmental or Private |
| Dollar Value of Contract \$ | | | | |

#2 REFERENCE

| | | | | |
|-------------------------------------|------|-------|----------|-------------------------|
| Company/Entity Name: | | | | |
| Address | | | | |
| Village | | State | | Zip Code |
| Contact Name: | | | Title: | |
| Phone No: | Fax: | | Email: | |
| Date of Service or Contract Period: | | | Location | |
| Summary of Services Performed | | | | Governmental or Private |
| Dollar Value of Contract \$ | | | | |

#3 REFERENCE

| | | | | |
|-------------------------------------|------|-------|----------|-------------------------|
| Company/Entity Name: | | | | |
| Address | | | | |
| Village | | State | | Zip Code |
| Contact Name: | | | Title: | |
| Phone No: | Fax: | | Email: | |
| Date of Service or Contract Period: | | | Location | |
| Summary of Services Performed | | | | Governmental or Private |
| Dollar Value of Contract \$ | | | | |

Company Name_____

5.4 **SCHEDULE OF SUBCONTRACTOR'S PARTICIPATION**

RFP 2018-001

If proposers are subcontracting or leasing employees, this information must be submitted with their submittal response in writing on the attached form or as a separate attachment, and each providing Subcontractor's information as follows: name, address, type of work to be performed and percentage of work that may be provided by Subcontractor.

(Add more pages, if necessary: Page ___ of ___) COMPANY NAME:

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

Type of Work to be Performed: _____ License No. _____

Percentage of Work _____ %

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

Type of Work to be Performed: _____ License No. _____

Percentage of Work _____ %

Name of Subcontractor: _____

Contact Name: _____

Address, City, State, Zip, Phone: _____

Type of Work to be Performed: _____ License No. _____

Percentage of Work _____ %

5.5 **PROPOSAL CHECKLIST FORM**

A. All proposals shall be submitted in the format identified. Failure to submit the required documentation in the format identified may cause the proposal to be rejected. This form is to be submitted with proposal package. (CIRCLE APPLICABLE RESPONSES)

- | | | |
|--|-----|----|
| 1. Letter of Transmittal | Yes | No |
| 2. Acknowledgment of addendum & submission with RFP | Yes | No |
| 3. Proposal Form | Yes | No |
| 4. Proof that Firm name is registered with their State of Origin | Yes | No |
| 5. Submit a copy of all Licenses, Certificates, Registrations, Permits etc. required to perform this Contract | Yes | No |
| 6. Submit any data in reference to Contract Performance | Yes | No |
| 7. Evidence of Insurance | Yes | No |
| 8. Reference Form | Yes | No |
| 9. Subcontractors Form | Yes | No |
| 10. Additional Data is submitted (Optional) | Yes | No |
| 11. Total of Five (5) sets (one (1) original and four (4) copies, one (1) electronic copy (PDF format preferred) on a CD or flash drive are submitted) | Yes | No |

RFP 2018-001

(to be submitted with RFP response)

COMPANY NAME: _____

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

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

1. This sworn statement is submitted to the Village of Indiantown, Martin County, Florida,

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is:

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.) NOTE: SOCIAL SECURITY NUMBERS ARE EXEMPT FROM THE PUBLIC RECORD)

2. I understand that a "public entity crime" as defined in Section 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 of 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 or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Section 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 Section 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length transaction or contract, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term

“person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement. **(Indicate which statement below 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 or convicted of a public entity crime subsequent to July1, 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 July1, 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 July1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings, and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list(attach a copy of the final order).

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

Signature

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

Personally known _____ OR Produced Identification _____

Notary Public–State of Florida

Type of Identification _____

My Commission Expires: _____

NOTARY SEAL OR STAMP

5.7 STATEMENT OF NO BID

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: the Village Manager, Village of Indiantown, 16550 SW Warfield Blvd., Indiantown, FL 34956

We have declined to bid on this solicitation for the following reasons: (All that Apply)

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to Invitation to Bid

We do not offer this product, service, or its equivalent

Our project schedule would not permit us to perform.

Unable to meet specifications

Unable to meet bond requirements

Unable to meet insurance requirements

Specifications unclear {please explain below}.

Other (please explain below).

REMARKS

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE OF INDIANTOWN FOR FUTURE PROJECTS.

Company Name

Address

Telephone Number

Typed Name and Title

Signature and Title

Date

5.8 STANDARD “SHORT FORM CONTRACT”

CONTRACTOR: _____

PROJECT: **RFP#2018-001: ANNUAL CONTRACT FOR UNIFORM BUILDING CODE INSPECTION SERVICES**

CONTRACT FOR SERVICES

THIS CONTRACT, hereinafter “Contract,” made and entered into the ___ day of _____, 2018 by and between _____ hereinafter referred to as "Contractor" and the Village of Indiantown, Florida, a municipal corporation, doing business at 16550 SW Warfield Blvd., Indiantown, FL 34956, or at such other address as may later be provided to the Contractor, hereinafter referred to as "Village", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

Village intends to enter into a contract with Contractor for provision of Uniform Building Code Inspection Services by the Contractor and the payment for those services by Village as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Uniform Building Code Inspection Services pursuant to this Contract as hereinafter provided. These services will include all labor, equipment, and materials necessary to provide Uniform Building Code Inspection Services.

Section1. Scope of Service

Contractor shall work with Village staff in advising the Village and the Village Council, when required, regarding Uniform Building Code Inspection Services as rendered. The services will be those customarily attendant to Uniform Building Code Inspection Services. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor’s response to RFP#2018-001 as accepted by the Village) and Exhibit B (Village’s original Request For Proposals) incorporated herein.

III. CONTRACT PROVISIONS

Section1. Period of Service

1.1 Term of Contract (1 Yr + 4 Yrs)

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both Village and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of four (4) additional one-year renewal periods, upon the mutual written agreement of the parties.

CONTRACT FOR SERVICES (“SHORT FORM”)

Section2. Compensation and Method of Payment

2.1 Fee Schedule

Village will compensate Contractor for these Uniform Building Code Inspection Services in accordance with Contractor's pricing schedule formalized in “Exhibit A-Price Proposal Form” to this Contract. Contractor's pricing schedule may be updated annually prior to each optional renewal period.

2.2 Invoices

Contractor shall submit invoices to the Village for work accomplished and accepted by the Village under this Contract. Each invoice shall be detailed and include, but shall not be limited to, a legible copy of the estimate approved by the Village Representative, and the date work was completed and accepted by the Village.

2.3 Payment

Payment for services rendered is due within thirty (30) days of receipt and approval of invoice by Village. Payment is delinquent forty-five (45) days following receipt and approval of invoice by Village.

2.4 Contractor Supplied Equipment

Contractor shall provide their own ladders and any tools required to perform inspections. Contractor shall also provide their own cellphone, vehicle, fuel, vehicle maintenance, and liability and casualty insurance.

2.5 Use of Documents

All original documents that result from the Contractor’s services pursuant to this Contract shall be the sole property of the Village.

Section3. Guarantee

The Contractor guarantees to provide inspection services and make good to the satisfaction of the Village at the time of the inspection, but does not guarantee future condition, efficiency, or life expectancy of systems or components. Contractor further guarantees the successful performance of workmanship for the service intended. If the Village deems it inexpedient to require the Contractor to correct deficient labor, an equitable deduction from the contract price shall be made therefore, or in the alternative, the Village may sue for damages, or both.

Section4. Audit

The Contractor agrees that the Village or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records, including electronic records, of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are later found on the basis of audit examination

not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the Village the amount of such reduction of payments. Once notified of any audit, the Contractor shall maintain all required records until the audit is completed, and all questions arising therefrom are resolved. If the Contractor is given no notice of an audit, then it shall maintain all records for three years after completion of the project and issuance of a final certificate, whichever is later.

Section 5. Contractor Responsibility

5.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the Village. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the Village and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract.

5.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Contract Work, and shall bear all losses resulting to it because of bad weather, or because of errors or omissions in its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever.

5.3 Contractor's Records

As a condition precedent to Contractor filing any claim against Village, Contractor shall make available to Village all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested in writing by Village. Refusal to do so shall constitute a material breach of this Contract and a cause for dismissal of any litigation.

Section 6. Termination

6.1 Termination for Convenience

Either party upon at least thirty (30) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

6.2 Termination for Cause

The performance of the Contract may be terminated by the Village of Indiantown in accordance with this clause, in whole or in part, in writing, whenever the Village shall determine that the Contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the Village, then the Village can, after giving the successful proposer seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

CONTRACT FOR SERVICES (“SHORT FORM”)

6.3 Default

In the event that the Contractor cannot respond adequately to the needs of the Village by any reason, the Contractor shall advise the Village, as soon as possible, and further advise as to the length of said inability. The Village may then consider said inability to be a breach of this Contract and may undertake the necessary work through its own services or those of another Contractor. The Village shall have the right to deduct the cost incurred in having to provide said services from the payments to be made to the Contractor under this Contract.

6.4 Performance Evaluation

Throughout the Contract period the Contractor’s performance will be monitored by Village staff. If the Contractor’s performance fails to meet the standards specified and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Vendor’s receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the Village Manager.

Section 7. Village’s Obligations

7.1 Project Manager

The Project Manager for the Village with the authority to act on the Village's behalf with respect to all aspects of the Project is the Village Manager.

(name, title)
(mailing
address)(email
address)(phone/
fax)

Section 8. Persons Bound by Contract

8.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the Village and their respective partners, successors, heirs, executors, administrators, lawful assigns, and other legal representatives. There are no third party beneficiaries to this Contract.

8.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet, or transferred to another by either party without the prior written consent of the other party. Nothing contained herein shall be construed to prevent Contractor from employing such associates and subcontractors as Contractor may deem appropriate to assist in the performance of the services hereunder.

8.3 Other Entity Use

The successful Contractor may be requested to convey its proposal fees, contract terms, and conditions, to other governmental agencies within the State of Florida. Nothing contained herein shall prevent Contractor from using the same fees, terms, and conditions in this Contract with any other public entity, or from using this Contract as a basis for another public entity contract.

8.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the Village.

Section 9. Indemnification of Village

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contract or Contractor's employees, agents, consultants, or sub-contractors, and Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the Village, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract. Specific consideration for this indemnity is \$10.00, the receipt and sufficiency of which are hereby acknowledged by the Contractor.

In addition to anything provided in Section 10, below, the Contractor shall have an affirmative obligation to obtain, maintain, and pay for liability insurance coverage to insure the provisions of this paragraph.

Section 10. Insurance.

10.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 5.2 of the Request for Proposals, and included in "Exhibit C" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for written notification of the Village 30 days in advance of any material change or cancellation. The Village by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the Village reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "Exhibit C" attached hereto.

10.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this Contract and shall be subject to the Village's approval for adequacy.

Section 11. Professional Standards

CONTRACT FOR SERVICES (“SHORT FORM”)

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section12. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section13. General Conditions

13.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the state courts in Martin County, Florida, in and for the Nineteenth Judicial Circuit of Florida.

13.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

13.3 Attorney’s Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the Village in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

13.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated either party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the Village shall select the mediator who, if selected solely by the Village, shall be a mediator certified by the Supreme Court of Florida. The mediator’s fee shall be paid in equal shares by each party to the mediation.

13.5 Contract Amendment

Contract extends only to those services specifically described herein. If upon the request of the Village, the Contractor agrees to perform additional services hereunder, the Village shall pay the Contractor for the performance of such additional services an amount (in addition to all other amounts payable under this Contract) based on an hourly fee in accordance with Contractor’s Fee Schedule, unless a Lump Sum addendum to Contract is executed by the parties to this Contract which addresses the additional services.

The Village of Indiantown reserves the right to order, in writing, changes in the work within the scope of the contract. The contractor has the right to request an equitable price adjustment in cases where modifications

to the contract under the authority of this clause result in increased costs to the contractor. This Contract may be modified upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the Village of Indiantown.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written document(s) executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or this entire Contract, it shall not constitute a waiver of the same.

13.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of “apparent authority,” or in the sole alternative of the Village, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

13.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under Section 768.20, Florida Statutes, as amended.

Section 14. Public Records

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 Village’s Project Manager, at _____, or _____@indiantownfl.gov, per F.S. 119.12.

Pursuant to the Public Records Laws Relating to Compliance, Request for Records; Noncompliance, and Civil Action with F.S. 119.0701, the Contractor shall:

- A) Keep and maintain public records required by the public agency to perform the service.
- B) Upon request from the public agency’s custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- C) 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 contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- D) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon

CONTRACT FOR SERVICES ("SHORT FORM")

completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- E) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
- H) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - (1) The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - (2) At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I) A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- J) A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 15. Exhibits

The following Exhibits are attached to and made a part of this Contract, as if set forth herein:

- A) "**Exhibit A**" - "Proposal as Submitted by Respondent and Accepted by Village."
- B) "**Exhibit B**" - "Original Request for Proposal as Issued by Village, including all Addenda."
- C) "**Exhibit C**" - "Insurance and Indemnification."

IN WITNESS WHEREOF, the Village and Contractor have hereunto executed and subscribed their signatures, intending to bind thereby on the date first written above.

VILLAGE OF INDIANTOWN, FLORIDA
A municipal corporation

ATTEST:

Village Clerk

Village Manager

APPROVED AS TO FORM
AND CORRECTNESS:

VILLAGE SEAL

Village Attorney

WITNESSES:

CONTRACTOR

FIRM NAME

(Signature)
Printed Name _____

(Signature)
Printed Name _____
Title _____

(Signature)
Printed Name _____