

RESOLUTION NO. 25-07-54

**A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS
AND RECOMMENDATIONS OF THE RFQ 25-03 REVIEW COMMITTEE
FOR PROFESSIONAL CONTRACTOR SERVICES AUTHORIZING
VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS
OF THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER AND
VILLAGE ATTORNEY TO NEGOTIATE AND ENTER INTO NON-
EXCLUSIVE CONTINUING SERVICES AGREEMENT FOR THE
REQUESTED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE
AN EFFECTIVE DATE**

WHEREAS, Islamorada, Village of Islands (the "Village") prepared and advertised a request for Letters of Interest and Qualifications ("RFQ") for Professional Contractor Services, (RFQ-25-03 attached as Exhibit "A"); and

WHEREAS, The Village requested qualifications from the contractor consultants in accordance with Florida Statues Chapter 287.055, the Consultant's Competitive Negotiation Act ("CCNA") and the parties hereto have complied with all requirements herein; and

WHEREAS, in accordance with the CCNA, a Village competitive selection evaluation committee consisting of Village staff (The "Committee") conducted a review process and provided rankings to make a recommendation to the Village Council for section of responsive proposals to create a library of service providers in twelve (12) categories; and

WHEREAS, the Committee reviewed the three (3) proposals received and utilized the evaluation and scoring criteria included in the RFQ to scores the proposals accordingly; and

WHEREAS, the Village Council desires to approve the rankings and select the recommended firms for Professional Contractor Services; and

WHEREAS, by executing continuing services with top-ranked firms, the Village will be able to expeditiously acquire contractor, paving and painting services required for Village projects; and

WHEREAS, the Village Council has determined that the procurement and utilization of these services is in the best interest of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

SECTION 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

SECTION 2. Approval of Ranking. The Village Council of Islamorada, Village of Islands, hereby approves the Committee's final rankings and recommendations as follows:

General Contractor:

1. CBT Construction & Development, Inc.

Painting Contractor:

1. Roof Painting by Hartzell, Inc.

Paving Contractor:

1. Affordable Asphalt, Inc.

SECTION 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are hereby authorized to negotiate the terms and conditions of an Agreement with the firms listed herein and to enter into the agreements with the selected firms.

SECTION 4. Authorization of Fund Expenditure. Notwithstanding the limitations Imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is authorized to expend budgeted funds to implement the terms and conditions of the agreement.

SECTION 5. Execution of Agreement. The Village Manager is authorized to execute the Agreement on behalf of the Village, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Village

Attorney.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

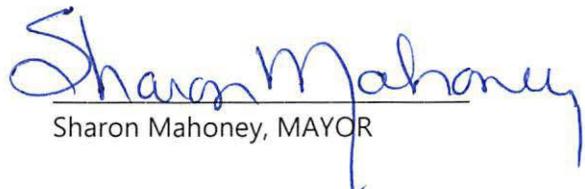
Motion to adopt by Don Horton, seconded by Sharon Mahoney.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Mayor Sharon Mahoney	Yes
Vice Mayor Don Horton	Yes
Councilman Steve Freidman	Yes
Councilwoman Deb Gillis	Yes
Councilwoman Anna Richards	Yes

PASSED AND ADOPTED THIS 22nd DAY OF JULY, 2025.


Sharon Mahoney, MAYOR

ATTEST:



MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS:



JOHN J. QUICK, VILLAGE ATTORNEY





**ISLAMORADA, VILLAGE OF ISLANDS
FLORIDA**

**86800 Overseas Highway
Islamorada, FL 33036**

REQUEST FOR QUOTES

for

**PROFESSIONAL CONTRACTOR SERVICES
RFQ 25-03**

May 02, 2025



Islamorada, Village of Islands, Florida

REQUEST FOR QUOTES

PROFESSIONAL CONTRACTOR SERVICES

RFQ 25-03

Issue Date: May 02, 2025

Islamorada, Village of Islands (the "Village") will receive quotes from professional contractors for various routine repair and maintenance projects within the Village, per specifications and scope of services as needed in Islamorada, Florida until **3:00 p.m. on June 02, 2025**.

In order to fulfill the need for a quick response for maintenance and emergency services, the Village intends to retain two (2) or more qualified companies per industry trade, as broken down in this document. Each selected company shall enter into a continuing services agreement for three (3) year term, with two — 1 year optional extensions (until 2029).

It is contemplated that each individual project will have an estimated total cost (including professional service fee and materials) that does not exceed Twenty-Five Thousand Dollars (\$25,000.00).

Interested companies must submit sealed bid quote packages by certified mail or in person to:

Village Clerk
Islamorada, Village of Islands
Administration and Public Safety Headquarters
86800 Overseas Highway, 3RD Floor
Islamorada, Florida 33036
E-MAIL: clerk@islamorada.fl.us

Interested contractors must submit one (1) original printed package, five (5) printed copies, and one (1) electronic copy provided by email attachment. The Quote Documents shall be enclosed in a sealed opaque envelope or box and be plainly marked on the upper left hand corner with the name and address of the Proposer and bear the following title:

"Islamorada, Village of Islands, REQUEST FOR QUOTES: PROFESSIONAL CONTRACTING SERVICES (RFQ-25-03)" The Village will not accept Proposals received after the specified time and date.

COMMUNICATIONS PROTOCOL

The Village is committed to a fair and open process for interested parties to receive information about the Project and the competitive selection and award procurement process the Village is utilizing in this Request for Quotes ("RFQ"). Any and all questions, inquiries, requests for all inquiries and requests for clarification or interpretation regarding this Request for qualifications shall be made in writing to the attention of the Procurement and Grants Administrator by mail to 86800 Overseas Highway, Islamorada, Florida 33036; by email to ; or by fax to (305) 664-6464 no later than May 16, 2025.

Clarification and additional information and correspondence concerning this RFQ or the Project requirements must be directed in writing to:

U.S. Mail: Danays Hernandez
Procurement and Grants Administrator
Islamorada, Village of Islands
Village Administrative Center, 3 Floor
86800 Overseas Highway
Islamorada, FL 33036

Email: danays.hernandez@islamorada.fl.us
Subject: RFQ 25-03: Professional Contractor Services

Danays Hernandez, Procurement and Grants Administrator, is the sole point of contact for the Village in this RFQ procurement process. All communications between the Proposer and the Village shall be with the Procurement and Grants Administrator and must be submitted in writing and subject to distribution to all Proposers. Communications sent via electronic mail may be printed and made available to all Proposers. Responses to questions or requests for information will be provided to all Proposers. Any and all such interpretations and supplemental information will be made in the form of written Addenda, which will be distributed via DemandStar and will become a part of this RFQ. This protocol also applies to any communications or contact with the Evaluation Committee.

All requests for information or clarification regarding this proposal shall be made in writing and submitted to Danays Hernandez, Procurement and Grants Administrator at danays.hernandez@islamorada.fl.us no later than May 15, 2025. Inquiries, clarifications or requests for interpretations will not be responded to if received after this date and time.

The Village will issue appropriate addenda as necessary via DemandStar at <https://www.demandstar.com> and on the Village's website at <http://www.islamorada.fl.us>.

No oral change or interpretation of the provisions contained in this Request for Quotes is valid. Written addenda will be issued when changes, clarifications or amendments to the Request for Letters of Interest and Qualifications document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It is the sole responsibility of the company to ensure that their submittal is received in a timely manner. Any proposal package submitted past the deadline and/or submitted to other locations or offices shall be deemed non-responsive and will be rejected.

Only companies with experience similar to that described in one or more of the industries listed in the General Scope of Services section below and a proven track record of delivering successful and on-time/on-budget projects are encouraged to respond. Companies need not possess qualifications/experience in each of the industries listed to respond. No minimum quantity of work or compensation for the work will be assured to any of the companies retained and the Village shall not be prevented in any manner from retaining other companies at its sole discretion.

All costs of preparation of Proposal Documents will be borne by the Proposer.

This RFQ does not constitute an offer of employment or contract for services.

The Village reserves the option to reject any or all Proposal Documents, wholly or in part, received by reason of this RFQ, to terminate the procurement process at any time, to waive any irregularities or omissions in any Proposal, to award in whole or in part to one or more Proposers, or to take any other such actions that may be deemed in the best interest of the Village.

The Village reserves the option to retain all Proposal Documents, whether selected or rejected.

CONE OF SILENCE NOTICE

A “Cone of Silence” is hereby imposed prohibiting communications in connection with this bid or the Project. The Cone of Silence shall be in effect from the time of issuance of this bid through the time the services or Project procured through this bid are formally awarded through the approval of the Village Council.

Any communications regarding this bid or the Project between: a potential Proposer or Firm, including any person acting on a Proposer’s behalf, and the Village Council members, Village staff, including the Village Manager and his staff, Village employees and consultants, and any member of the Village’s Evaluation Committee are prohibited.

Duration of Cone of Silence. The Cone of Silence shall terminate upon approval of the contract by the Village Council.

Exceptions to Applicability. The provisions of this Cone of Silence shall not apply to:

1. Oral communications at scheduled pre-proposal conferences or meetings.
2. Formal oral presentations or interviews before the Evaluation Committee as requested by the Evaluation Committee and publicly noticed in advance.
3. Public presentations made to the Village Council members during any duly noticed public meeting.
4. Communications in writing at any time with the Village Clerk, designated responsible for administering the procurement process for this bid document, provided the communication pertains to matters of process or procedure set forth in this bid document, unless specifically prohibited by this bid document.
5. Duly noticed site visits during the time period between the opening of Proposals and the time the Village Council considers the final selection and award of the Proposals.
6. Written questions or requests from Proposers for clarification or information in this bid document to the Village Clerk or the contact provided in Section III of this document, responses to the Proposer's questions or requests for clarification or additional information, and Addenda issued by the Village to this bid document.
7. Contract negotiations.
8. Communications solely with the Village Attorney.

Penalties. Violation of this Cone of Silence by a particular Proposer or Firm, Firm members or personnel, shall render any Proposal submitted in response to the bid disqualified.

Questions Regarding the Cone of Silence. Please contact the Village Clerk with any questions concerning compliance with the Cone of Silence.

Local Business Preference

Preference will be given to local businesses as defined by Village Ordinance Section 2-327. Please refer to Appendix A for a complete copy of Ordinance Section 2-327 and the referenced Affidavit.

GENERAL SCOPE OF SERVICES

The general scope of services in each field is as follows:

- I. **HVAC Contractor Services:** HVAC contractors to provide on-call HVAC services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for HVAC diagnostics, repairs, upgrades, installations, and replacements of components for the facility's HVAC systems on an as-needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Work related to the Founders Park pool heat pump system is not included in this RFQ.

- II. **Plumbing Services:** Plumbing Contractors to provide on-call plumbing services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for plumbing diagnostics, repairs, upgrades, installations, and replacements of components for the facility's plumbing systems on an as needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Projects shall include, but are not limited to, restroom and kitchen fixture repair/replacement, RPZ inspections, wastewater connections, repairing underground pipe leaks, irrigation system repairs.

- III. **Electrical Contractor:** Electrical Contractors to provide on-call electrical services for Village owned/operated facilities, attached as Exhibit "B". The Contractor will provide all materials, equipment and labor for electrical diagnostics, repairs, upgrades, installations, and replacements of components for the facility's electrical systems on an as needed basis during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Projects shall include, but are not limited to, relocation of conduit, replacement of fixtures and/or bulbs, electrical panel repairs/replacement, services related to HVAC and plumbing projects.

- IV. **Fencing & Guard Rail Contractor:** Fencing & Guard Rail Contractor to provide all materials, equipment and labor for installation of new fencing, gates and engineered guard rail systems. As well as provide like materials, equipment and labor for repairing existing fences, gates and guard rail systems on an as needed basis for Village owned/operated facilities throughout Monroe County during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Fencing materials include, but are not limited to, galvanized chain link, vinyl coated chain link, aluminum, wood.

V. **Roofing Contractor:** Contractor to provide on-call roofing repair and installation services for Village owned/operated facilities, attached as Exhibit "B". Contractors to provide all materials, equipment and labor for maintenance and repairs on all existing roofing systems, flashing and gutter systems. As well as provide all materials, equipment and labor for installation of new roofing systems, refrigeration, ice maker, appliances repairs, flashing and gutter systems for the facilities during the contract period. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects. Roofing materials include, but are not limited to, rubber membrane, bitumen, poured concrete, galvanized metal, asphalt shingle, rolled roofing, waterproofing ice and water shield.

VI. **Painting Contractor:** Painting Contractor to provide on-call painting services for Village owned/operated facilities, attached as Exhibit "B". Contractors to provide all materials, equipment and labor for interior and exterior painting services to include, but are not limited to, surface cleaning and preparation, lust removal with proper treatment, paint repairing and sub sequential repainting during the contract period. Surfaces requiring painting services include, but are not limited to, poured concrete, wood, drywall, concrete block, metal, stucco.

VII. **Paving Contractor:** Paving Contractor to provide on-call pavement repair, asphalt seal coating and repair and/or replacement of traffic paint and/or thermoplastic traffic markings on an as-needed basis throughout the Village's boundaries for the contract period. Materials for repair and/or replacement of surfaces may include, but are not limited to, Asphalt Concrete (AC) Portland Cement Concrete (PCC). All traffic paint and thermoplastic traffic marking materials used during the contract period shall be those approved or authorized by Florida Department of Transportation. Contractor shall apply for, obtain and close out all necessary building permits for all work related to individual projects.

VIII. **Floor and Upholstery Cleaning:** Contractor shall perform floor and upholstery cleaning and/or waxing services at Village owned/operated facilities, attached as Exhibit "B", for the contract period. Surfaces to be cleaned shall include, but are not limited to, linoleum tile, ceramic tile, grouting or thin set material between tiles, polished concrete, carpeting, vinyl flooring, epoxy resin flooring, area rugs and rug runners, etc...Upholstered items to be cleaned shall include, but are not limited to, office desk chair and bar stool cushions, couch and arm chair cushions.

IX. **General Contractor:** Contractor shall provide all materials, equipment and labor to perform building construction maintenance and repair services to Village owned/operated facilities, attached as Exhibit "B". Contractor shall apply for, obtain and close out all necessary building permits for all work

related to individual projects. Possible projects shall include, but are not limited to, interior and exterior repairs to Village buildings, backhoe services.

X. **Fire Extinguishers and Hood (Ansul) Systems:** Contractor shall provide all materials, equipment and labor to perform maintenance repairs and testing on all Village owned fixed and portable fire extinguishers and hood systems according to applicable sections of NFPA 10, 1 IA and 96. All work shall be performed on a scheduled and systematic basis. In all cases, equipment shall be maintained to manufacturers' specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall schedule inspections and tests with the appropriate department representative to ensure all Village properties are in full compliance during the contract period.

XI. **Fire Alarm System:** Contractor shall provide all materials, equipment and labor to perform maintenance, repairs, testing and certification on Village fire alarm systems per NFPA 72. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall coordinate inspections and tests with the appropriate department's representative to ensure all Village properties are in full compliance during the contract period.

XII. **Fire Suppression Systems:** Contractor shall provide all materials, equipment and labor to perform maintenance, testing and repairs of Village owned fire hydrants, stand pipes, sprinkler systems and backflow preventer. Provide certification in accordance with applicable sections of NFPA 13, 14, 24, and 25. In all cases, all equipment shall be maintained to manufacturer's specifications, kept in proper working order and in compliance with all applicable codes, at all times. The service provider shall coordinate inspections and tests with the appropriate department's representative to ensure all Village properties are in full compliance during the contract period.

INSURANCE REQUIREMENTS

Proposers shall provide with their Proposal evidence of insurance acceptable to the Village and in compliance with the requirements set forth in this RFQ and the Contractual Services Agreement.

Upon execution of the Contractual Services Agreement, the Selected Firm shall, at its own expense, procure and maintain throughout the term of the Contractual Services Agreement and any renewals thereof, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements:

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**Islamorada, Village of Islands
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036**

2. Additional Insured for Commercial General Liability

Islamorada, Village of Islands and its Council members, officials, officers and employees.

A. Worker's Compensation: Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

1. Employer's Liability with a minimum limit per accident in accordance with statutory requirements.
2. Notice of Cancellation and/or Restriction. The endorser to provide the Village with thirty (30) days' written notice of cancellation and/or restriction.

B. Comprehensive General Liability: Coverage must include:

1. \$1,000,000.00 combined limit per occurrence for bodily injury, personal injury and property damage. If contract is less than \$100,000.00, then, the general liability insurance requirement is \$300,000.00.
2. Contractual coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.
3. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Village with thirty (30) days' written notice of cancellation and/or restriction.

C. Comprehensive Automobile Liability: Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

1. \$300,000 combined single limit per accident for bodily injury and property damage.
2. Owned Vehicles.
3. Hired and Non-Owned Vehicles.
4. Employee Non-Ownership.
5. Notice of Cancellation and/or Restriction. The policy must be endorsed to provide the Village with thirty (30) days written notice of cancellation and/or restriction.

Certificates of Insurance evidencing the insurance coverage specified in this Article shall be submitted to the Village with the executed Contractual Services Agreement. The Certificates of Insurance shall be filed with the Village before the Contractual Services Agreement is deemed approved by the Village. The required Certificates of Insurance not only shall name types of policies provided but also shall refer specifically to the Contractual Services Agreement. All the policies of insurance so required shall be endorsed to include as additional insured the Village, its officers, employees, and agents, except for Worker's Compensation. If the initial insurance policy expires prior to completion of the Project, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of the policy expiration.

PROPOSAL DOCUMENTS SUBMITTAL AND SELECTION

1. All Proposal Document packages, consisting of an original signed set, an electronic copy in Adobe Acrobat PDF Format, and five (5) copies of the attached "Bid Proposal" with attachments, Submit the electronic document or link to the cloud storage site via email to clerk@islamorada.fl.us by the bid submittal deadline above. Must be received no later than 3:00 PM EST on June 01, 2025 ("Submittal Deadline").
2. The electronic copy shall be exactly identical to what is contained in the original hardcopy Proposal.
3. Late Proposal Documents in response to this Request for Quotes will not be accepted after the specified Submittal Deadline, and will be returned unopened to the Proposer.
4. All Proposals shall be directed to:

Village Clerk
Islamorada, Village of Islands
Administration and Public Safety Headquarters
86800 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

All Proposal Documents will be reviewed and evaluated by the Evaluation Committee and selection will be made by the Village Council. The Evaluation Committee and/or the Village Council may deem it necessary to interview Proposers as part of the evaluation and selection process. The Communication Protocol outlined in page 2 of this RFQ is applicable to the Evaluation Committee. The Evaluation Committee is subject to the

Sunshine Law and any ex parte communications with any of its members prohibited. Any contracts or agreements awarded under this RFP may be funded in full or in part by a federal grant. Neither the United States nor any of its departments, agencies or employees is or will be a party to this RFP or any resulting contract.

“Contractor (including any subcontractors), where applicable, shall comply with the requirements of all applicable laws, rules, regulations and orders of any government authority (as they may be amended from time to time) that relate to this Project. Contractor (including any subcontractors), where applicable, shall also comply with all requirements of applicable grant terms and restrictions. It is Contractor’s responsibility to determine the applicability and requirements of any such laws, rules, regulations, orders, and terms.

Failure to comply with applicable laws, rules, regulations, policies, and grant terms may result in termination of the contract, non-payment, or other remedies as permitted by law.”

The contract provisions, Federal contract provisions and FEMA contract provision listed below and provided on the following pages are made a part of this RFP and shall be made part of the agreement awarded through the RFP. All bidders are required to complete and sign the three documents noted as requiring signature and submittal with proposal.

Contract Provisions

1. REMEDIES
2. TERMINATION FOR CAUSE AND CONVENIENCE
3. DAVIS BACON ACT
4. EQUAL EMPLOYMENT OPPORTUNITY/NOTICE OF AFFIRMATIVE ACTION
5. COPELAND ANTI-KICKBACK ACT
6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
7. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT
9. PROCUREMENT OF RECOVERED MATERIALS
10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
11. RETENTION OF RECORDS
12. DEBARMENT AND SUSPENSION - *Requires signature and submittal with proposal*
13. BYRD ANTI-LOBBYING AMENDMENT - *Requires signature and submittal with proposal*

APPENDIX A LOCAL BUSINESS PREFERENCE ORDINANCE AND AFFIDAVIT

Sec. 2-327. - Guidelines.

(2)Preference for local businesses

For purposes of this subsection, the term "local business" shall mean the following:

- (a) A business with a current required Monroe County occupational license or business tax receipt, which has a principal office located within the Upper Keys (Upper Keys shall be defined as that geographical area located from the southern boundary of the village at MM 72.658 north to the Miami-Dade County boundary line); and
- (b) The principal office has been established a minimum of 18 consecutive months prior to the date of the solicitation of the purchase or contract and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
- (c) A minimum of 51 percent of the labor or personnel used to perform the purchase or contract reside in the Upper Keys at the time of submittal; and
- (d) A minimum of 51 percent of the business' owners reside in the Upper Keys at the time of submittal.
- (e) Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address pursuant to this subsection.
- (f) Any business seeking certification as a local business shall execute and submit to the village an affidavit, in a form provided by the village, certifying that it meets the criteria established for a determination as a local business. The affidavit shall be submitted and kept on file with the village and updated at the time of submittal of any bid or proposal

(3) Exemption: The local preference provided for by this subsection shall not be applied where the application of the preference would conflict with federal law, state law or the conditions of any funding source for the purchase or contract.

(4) Waiver: The application of local preference to a particular purchase or contract for which the village council is the awarding authority may be waived by the village council prior to the solicitation of the purchase or contract.

(5) Notice: Both bid documents and request for proposal documents shall include notice of the local preference policy and any applicable waiver in accordance with subsection 37 above.

(6) Penalties:

(a) **Misrepresentation.** Any vendor, contractor, or firm who fails to act in good faith and misrepresents the local preference status as determined by the village manager in any bid or proposal submitted to the village for the purchases of or contracts for materials, supplies, equipment, improvements, or services shall:

- (1) Lose the privilege to submit a bid or proposal to the village for a period of up to one year from the date the misrepresentation was discovered; and
- (2) Pay a penalty equal to the difference between the original purchase or contract award and the next lowest responsive, responsible bidder and pay an additional ten percent penalty based upon the original value of the purchase or contract awarded.

(b) **Failure to maintain local business preference qualifications.** Any vendor, contractor, or firm that fails to maintain its local preference status which resulted in the awarded contract shall be in breach of the contract and may be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract.

(c) Prior to the imposition of penalties provided for in 2-327(e)(6)(a) or (b) above, any vendor, contractor, or firm shall be entitled to notice from the village and an evidentiary hearing before the village council. Such hearing request shall be filed with the village clerk within 20 calendar days from receipt of the notice.

AFFIDAVIT
FOR CERTIFICATION AS A LOCAL BUSINESS
Islamorada, Village of Islands
Request for Quotes for Professional Contractors Services
(RFQ-25-03)

State of Florida
County of Monroe

BEFORE ME, the undersigned authority, _____ (Affiant's Name), personally appeared as _____ (Title) of (Name of Firm), a

_____ (Type of Entity), who after having been sworn, deposes and states:

1. My name is _____
2. I am _____ . _____ the (Title) of (Name of Firm), and I have personal knowledge of the facts stated herein.
_____ 3.(Name of Firm) seeks certification as a local business pursuant to Ordinance 2-327(e), Islamorada, Village of Islands, and Request for Quotes for Professional Contractors Services (RFQ-25-03); and
4. _____ (Name of Firm) has a current Monroe County occupational license or business tax receipt, with a principal office located at _____ (Physical Address), which is between MM 72.658 and the Miami-Dade County boundary line; and
5. The principal office has been established a minimum of 18 consecutive months prior to the May 02, 2025, date of solicitation of RFQ-25-03 and operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to the village; and
6. A minimum of 51 percent of the labor or personnel used to perform the purchase contract reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal; and
7. A minimum of 51 percent of the business' owners reside in the Upper Keys (MM72.658 to the Miami-Dade County boundary line) at the time of submittal.