

RESOLUTION NO. 25-11-120

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, PIGGYBACKING THE MIAMI BEACH CONTRACT NO. 22-397-02; APPROVING THE PURCHASE OF A 2026 28' CONTENDER FROM CONTENDER BOATS FOR THE VILLAGE FIRE RESCUE DEPARTMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Islamorada, Village of Islands (the "Village") needs a fire boat for the Village Fire Rescue Department; and

WHEREAS, funds in the amount of \$360,000.00 for the purchase of a new vehicle for the Village Fire Rescue Department were budgeted in the Fire Rescue Capital Outlay budget in the adopted FY 2025-2026 Capital Projects Fund; and

WHEREAS, the Village desires to piggyback the Miami Beach Contract #22-397-02 and accept the competitive bid submitted by Contender Boats in response thereto for the purchase of 2026 28' Contender Boat for the Fire Rescue Department; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the "Village Council") desires to approve the purchase of the 2026 28' Contender Boat from Contender Boats at a cost not to exceed the prices set forth in Exhibit "1" attached hereto; and

WHEREAS, the Village Council finds that the purchase of the 2026 28' Contender Boat for the Fire Rescue Department 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 Purchase. The Village Council hereby approves the piggyback of the Miami Beach's Contract #22-397-02 and accepts the bid submitted by Contender Boats for the purchase of a 2026 28' Contender Boat for the Village Fire Rescue Department, at a cost not to exceed Two Hundred Seventy-Five Thousand and 00/100 dollars (\$275,000.00), as set forth in Exhibit "1" attached hereto.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the purchase.

Section 4. Execution of Documents. The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. 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 purchase the fire equipment.

Section 6. Approval of Waiver of Competitive Bidding. Pursuant to section 2-328(a) and (b) of the Village Code, the Village Council approves a waiver of competitive bidding and the piggyback bidding process of Miami Beach Contract #22-397-02 for purchase from Contender Boats.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

Remainder of this page left blank.

Motion to adopt by Anna Richards, seconded by Don Horton.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

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

PASSED AND ADOPTED THIS 10th DAY OF NOVEMBER, 2025.


SHARON MAHONEY, MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

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


JOHN J. QUICK, VILLAGE ATTORNEY





MIAMI BEACH

Contract. no. 22-397-02

CITY OF MIAMI BEACH
CERTIFICATION OF CONTRACT

TITLE: **ITB-2022-397-DF-PURCHASE & DELIVERY OF SPECIALTY VEHICLES**

CONTRACT NO.: 22-397-02

EFFECTIVE DATE(S): This Contract shall remain in effect for two (2) years from date of Contract execution by the City Manager and City Clerk.

OPTIONS TO RENEW: The City, through its City Manager, will have the option to extend for an additional three (3), one (1) year period. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. The option will be exercised only when it is in the best interest of the City of Miami Beach.

If the contract is held over beyond the term herein provided, it shall only be from a month-to-month basis and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein,

CONTRACTOR(S): **CONTENDER BOATS, INC.**
Mick Collins, 1820 SE 38th Avenue, Homestead, FL 33035, 942-400-8485, or mcassociates123@gmail.com

A. **AUTHORITY** - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida, on November 16, 2022, for approval to award a contract, upon execution between the City of Miami Beach, Florida, and Contractor.

B. **EFFECT** - This Contract is entered into to provide for the Purchase and Delivery of Specialty Vehicles pursuant to Invitation to Bid No. 2022-397-DF. By virtue of executing this Agreement, Contractor agrees to be bound by and in compliance with the Terms and Conditions for Formal Solicitations -Terms & Conditions – Goods & Services, which may be found at the following link: [Formal-Solicitations-Terms-Conditions-Goods-and-Services-General-7.7.2022.pdf \(miamibeachfl.gov\)](https://www.miamibeachfl.gov/Files/2022/07/2022-07-07-Formal-Solicitations-Terms-Conditions-Goods-and-Services-General-7.7.2022.pdf) and made a part hereof.

Without limiting the foregoing, the Contract Documents expressly include this Contract, Composite Attachment A (the City's Commission Award Memorandum), Attachment B (Plans and Specifications, Formal Solicitations -Terms & Conditions – Goods & Services, **Invitation to Bid No. ITB-2022-397-DF-Purchase and Delivery of Specialty Vehicles** and all Addenda thereto), Attachment C (Sunbiz Entity Detail and Contractor's Response to the ITB.) Provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Contract; the ITB and the Proposal.

C. **PURPOSE** -To provide various specialty vehicles for various departments on an "as-needed" basis in accordance with the prescribed specifications and requirements in

Contract no. 22-397-02

Appendix A of the ITB. Pricing shall be in accordance with Exhibit A Cost Proposal attached hereto. For the list of awarded line items, see Exhibit B attached hereto.

- D. **MANAGING DEPARTMENT CONTACT** - If you have any questions regarding this communication, you may contact Valerie Velez, Contract Analyst, Procurement Department, at ValerieVelez@miamibeachfl.gov or 305-673-7490. Otherwise, all other inquiries should be addressed, Alian Gonzalez, Fleet Manager at aliangonzalez@miamibeachfl.gov or 305-673-7641.
- E. **INSURANCE CERTIFICATE(S)** - The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.
1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
 2. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
 3. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured – City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida

Contract. no. 22-397-02

Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 947
Murrieta, CA 92564

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances – The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

F. FORCE MAJEURE

a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.

b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated

Contract, no. 22-397-02

period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.

c. The City may, through its City manager, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, through its City Manager, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Chief Procurement Officer. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.

d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch

e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period

Contract. no. 22-397-02

City's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

- L. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- M. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.

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WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

DocuSigned by:
By: Rafael E. Granado
FAB8BA08FB5E4CF...
Rafael E. Granado, City Clerk

Eric Carpenter for
Alina T. Hudak, City Manager

Date: 2/13/2023 | 4:16 EST

FOR CONSULTANT:

CONTENDER BOATS, INC.

By: [Signature]

Mike Collins
Print Name and Title
Government Sales Manager

Date: 2/8/23

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature] 2/6/23
City Attorney ST Date

ATTACHMENT A

**RESOLUTION COMMISSION ITEMS AND COMMISSION
MEMORANDUM**

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Alina T. Hudak, City Manager
DATE: November 16, 2022

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) 2022-397-DF FOR PURCHASE AND DELIVERY OF SPECIALTY VEHICLES.

RECOMMENDATION

It is recommended that the Mayor and City Commission approve the award of a contract pursuant to Invitation to Bid (ITB) No. 2022-397-DF for the purchase and delivery of specialty vehicles to primary and secondary vendors, as set forth in Attachment "A," and further authorize the City Manager and City Clerk to execute the contracts.

This solicitation is currently under the cone of silence.

BACKGROUND/HISTORY

The City of Miami Beach ("City") Fleet Division of the Fleet and Facilities Management Department sought bids from authorized vendors to establish a contract to provide various specialty vehicles for several departments as needed for operational requirements. Specialty vehicles are defined as all-terrain vehicles (ATVs), utility vehicles (UTVs), golf cars, personal watercraft (PWCs), and motorboats.

Through the ITB, the Administration intends to establish discount pricing contracts, based on percentage off of manufacturers' suggested retail pricing, for the required specialty vehicles.

ANALYSIS

On September 19, 2022, the ITB was issued. Bid notices were issued to approximately 6,700 companies utilizing the City's e-procurement system, with 43 prospective bidders accessing the solicitation. A pre-bid conference to provide information to proposers submitting a response was held on September 29, 2022. One (1) addendum was issued. Responses were due and received on October 13, 2022. The City received five (5) responses from the following firms: Advantage Golf Cars SEFL, LLC; Contender Boats, Inc.; Four Mile Road LLC; Jeffrey-Allen, Inc.; and Sirocco Marine LLC.

The ITB included more than 30 brands typically utilized by the City, including:

- Kawasaki
- Polaris
- Kubota
- Yamaha
- Suzuki
- Honda
- CanAm
- John Deere
- Ez-Go
- Club Car
- Sea-Doo
- Boston Whaler
- Safeboat
- Contender
- Metalshark
- SeaVee
- Intrepid
- Seahunter
- Yellowfin
- Fluid

The solicitation stated that the lowest responsive, responsible Bidder meeting all terms, conditions, and specifications would be recommended for award. The Procurement Department and Fleet Division verified that the lowest responsive bid submitted by Advantage Golf Cars SEFL, LLC, Contender Boats, Inc., Four Mile Road LLC, Jeffrey-Allen, Inc., and Sirocco Marine LLC (the "Bidders") met the requirements of the solicitation.

Furthermore, City staff verified that the Bidders complied with the solicitation's submittal requirements regarding licensure and approval to provide the goods. The Bidders have provided various specialty vehicles to several South Florida public and private agencies.

Accordingly, the Bidders have been deemed the lowest responsive and responsible Bidder, meeting all terms, conditions, and specifications of the ITB. The award for primary and secondary vendors are as follows: John Deere - Four Mile Road LLC (Primary); Ez-Go - Advantage Golf Cars SEFL LLC (Primary); Club Car - Jeffrey Allen (Primary), Advantage Golf Cars SEFL LLC (Secondary); Yamaha - Advantage Golf Cars SEFL LLC (Primary); Contender Motorboats - Contender Boats, Inc. (Primary); and, Fluid Motorboats - Sirocco Marine LLC.

A brief description of the lowest responsive and responsible bidders is below.

Advantage Golf Cars SEFL, LLC

Advantage Golf Cars SEFL LLC ("Advantage Golf Cars") provides superior customer service and has an entire team of professional sales members, finance experts, service technicians, and a knowledgeable parts and accessories staff to support their clients. Advantage Golf Cars prides itself on having well-trained experts that strive for customer satisfaction.

Contender Boats, Inc.

Contender Boats Inc. ("Contender Boats") has over 35 years of experience building the world's finest semi-custom sportfishing boats. Boats that are carefully engineered and meticulously hand-crafted – not because it is the easy way, but because Contender Boats has a reputation to uphold. A reputation for building boats that outperform and out-last. A reputation that drives it to push the envelope even further every day.

Four Mile Road LLC

Four Mile Road LLC d/b/a Green Thumb ("Green Thumb") was founded in 1975 by Joe and Diana Biesterfeld. Green Thumb is the premier outdoor power equipment dealership in the southeastern United States. Green Thumb sells and services commercial landscapers, municipalities, and homeowners throughout Florida. The Biesterfeld family is the heart of Green Thumb, with Joe's sons, John and Joe Jr., growing the company to its current size

Jeffrey-Allen Inc.

Jeffrey-Allen Inc. ("Jeffrey Allen") is a third-generation family-owned golf cart dealership and service provider founded in 1970. Jeffrey Allen is Florida's premier authorized golf car dealer for Club Car and other leading golf cart brands and specializes in golf car sales, service, parts, accessories, and rentals. Jeffrey Allen serves central and south Florida customers with showrooms in Tampa, Orlando, and Ft. Lauderdale (Davie).

Sirocco Marine LLC

Sirocco Marine LLC ("Sirocco Marine") originated as an Australia-wide dealer network; client-focused service is what it is now renowned for. The Sirocco Marine network has expanded into the United States by opening Sirocco dealerships in Fort Lauderdale and Annapolis. In the next two to three years, it will open five (5) to six (6) dealerships in prime locations across the United States. In keeping with its high-quality brands, its customer service and after-sales support sets Sirocco Marine apart and make it the best in the inflatable boat market.

SUPPORTING SURVEY DATA

According to the 2019 Community Satisfaction Survey conducted by ETC institute (the "Survey"), 62.9% satisfaction was given to "Quality of Customer Service" among the City's residents. The 2019 result indicated a positive upward trend compared to the 2016 Community Satisfaction Survey, which showed 53.6% satisfaction. Maintaining a well-equipped and well-maintained fleet is critical to the delivery of City services for visitors, residents, and businesses alike.

FINANCIAL INFORMATION

As a result of this ITB, the Fleet Division will be able to streamline a considerable amount of its specialty vehicle purchases through a competitively-procured contract that provides protection against escalating list prices currently affecting the fleet industry at large. Further, as indicated in Attachment "A," the City will take advantage of pricing at MSRP cost or better.

Purchases pursuant to the award of the ITB shall be subject to funds availability approved through the City's budgeting process. Grant funding will not be utilized for this project.

Amount(s)/Account(s):

AMOUNTS/ACCOUNTS

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435-0430-000673-29-422-000-00-00-00- DocuSign Envelope ID: E6878081-7E5C-4F32-8F01-71F6C22DE0AA	\$88,000.00
510-1780-000673-00-422-000-00-00-00-61122	\$82,100.00
510-1780-000673-00-422-000-00-00-00-61122	\$131,000.00
510-1780-000673-00-422-000-00-00-00-61723	\$175,500.00
520-1720-000673-29-422-000-00-00-00-	\$92,000.00
	\$ 768,600.00

CONCLUSION

Based on the foregoing, I recommend that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract pursuant to Invitation to Bid (ITB) No. 2022-397-DF for the purchase and delivery of specialty vehicles to the primary and secondary vendors, as set forth in Attachment "A," and further authorize the City Manager and City Clerk to execute the contracts.

Applicable Area

Not Applicable

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

Legislative Tracking

Facilities and Fleet Management/Procurement

ATTACHMENTS:

Description

- ▯ [Attachment A - Tabulation](#)

Attachment A

ITB 2022-397-DF Tabulation

Line Item	Description	Advantage Golf Cars	Contender Boats	Four Mile Road	Jeffrey Allen	Sirroco Marine
15	JOHN DEERE – UTV			13%		
A16	EZ-GO – GOLF CAR	5%				
A18	CLUB CAR – GOLF CAR	0%			10%	
A19	YAMAHA – GOLF CAR	3%				
A25	CONTENDER – MOTORBOAT		30%			
A31	FLUID - MOTORBOAT					5%

Primary Vendors:

John Deere - Four Mile Road

Ez-Go - Advantage Golf

Club Car - Jeffrey Allen

Yamaha - Advantage Golf

Contender - Contender Boats

Fluid - Sirocco Marine

Secondary Vendor:

Club Car - Advantage Golf

ATTACHMENT B

**SOLICITATION
AND ADDENDUMS**

**PROCUREMENT DEPARTMENT**1755 Meridian Avenue, 3rd Floor

Miami Beach, Florida 33139

www.miamibeachfl.gov

ADDENDUM NO. 1
INVITATION TO BID NO. 2022-397-DF
FOR PURCHASE AND DELIVERY OF SPECIALTY VEHICLES
October 6, 2022

This Addendum to the above-referenced ITB is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

- I. REVISION: ITB DUE DATE AND TIME.** The deadline for the electronic receipt of bids is extended until 3:00 p.m., on Thursday, October 13, 2022.

All bids received and time stamped through PeriscopeS2G, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

II. RESPONSES TO QUESTIONS RECEIVED:

Q1: We are a B2G business with pricing structure established by the federal government. We have no MSRP and cannot discount for the General Services Administration (GSA) price. How do we handle this?

A1: The purpose of the ITB is to establish contract(s) for future needs. Manufacturer Suggested Retail Price(s) (MSRP) is required to verify pricing future purchases.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: Danny Flores	Telephone: 305-673-7000 ext. 26652	Email: DannyFlores@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission.

Sincerely,


Kristy Bada
Procurement Contracting Manager



Invitation to Bid (ITB)
2022-397-DF
Purchase and Delivery of Specialty Vehicles

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APPENDIX B COST PROPOSAL FORM
APPENDIX C INSURANCE REQUIREMENTS

SECTION 0100**INSTRUCTIONS TO BIDDERS****1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Bidders to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Bidders and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Proposer who has received this ITB by any means other than through Periscope S2G must register immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE.

The City is seeking bids from authorized vendors to establish a contract to provide various specialty vehicles for various departments on an "as needed" basis solely determined by the City. Specialty vehicles are defined as all-terrain vehicles (ATVs), utility vehicles (UTVs), golf cars, personal watercraft (PWCs), and motorboats.

The minimum requirements, specifications, and special conditions are further detailed in Appendix A.

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	September 19, 2022
Pre-Bid Meeting	September 29, 2022 at 11:00 am ET Join on your computer or mobile app Click here to join the meeting Meeting ID: 271 190 856 316 Passcode: yeHxZw Download Teams Join on the web Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 414 147 894, then #
Deadline for Receipt of Questions	September 30, 2022 at 5:00 pm ET
Deadline for Submittal of Bids	October 11, 2022 at 3:00 pm ET Join on your computer or mobile app Click here to join the meeting Meeting ID: 288 756 628 343 Passcode: qZDPjb Download Teams Join on the web

	Or call in (audio only) +1 786-636-1480 United States, Miami Phone Conference ID: 746-001-883, then #
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Danny Flores

Telephone:
305-673-7000, Ext. 26652

Email:
DannyFlores@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Bidders in the form of an addendum.

5. PRE-BID MEETING OR SITE VISIT(S). A pre-bid meeting or site visit(s) may be scheduled. Attendance for the pre-bid meeting shall be via web conference and recommended as a source of information but is not mandatory. Bidders interested in participating in the pre-bid meeting must follow these steps:

September 29, 2022 at 11:00 am ET

- **Join on your computer or mobile app**
[Click here to join the meeting](#)
Meeting ID: 271 190 856 316
Passcode: yeHxZw
[Download Teams](#) | [Join on the web](#)
- **Or call in (audio only)**
+1 786-636-1480 United States, Miami
Phone Conference ID: 414 147 894, then #

Bidders who are participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

6. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *Periscope S2G*. Any prospective bidder who has received this ITB by any means other than through *Periscope S2G* must register immediately with *Periscope S2G* to assure it receives any addendum issued to

this ITB. Failure to receive an addendum may result in disqualification of the bid submittal. Written questions should be received no later than the date outlined in the **Anticipated ITB Timetable** section.

7. BIDDER'S RESPONSIBILITY. Before submitting a response, each bidder shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the bidder from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the bidder.

8. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the **"Cone of Silence."** The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientID=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

9. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

10. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

Bidder acknowledges and agrees that this Contract and the award of any work hereunder, is non-exclusive,

and the City may, at its sole and absolute discretion, award similar services or work to other firms under contract with the City (either as a co-primary contractor, or as secondary or tertiary contractors). No Purchase Order shall be issued to Contractor, and no work or Services shall be authorized under this Agreement, except at City's sole discretion. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any Services, unless set forth in a written Purchase Order.

11. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

12. OMITTED OR ADDITIONAL INFORMATION. Failure to include the Bid Price Form and the Bid Bond (if applicable) shall render a bid non-responsive. Non-responsive bids will not be considered. With exception of the Bid Price Form and the Bid Bond, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from bidder or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the bidder to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

13. PERISCOPE S2G (FORMERLY BIDSINC). The Procurement Department utilizes Periscope S2G, Supplier-to-Government electronic bidding (e-Bid) platform. If you would like to be notified of available competitive solicitations released by the City you must register and complete your vendor qualifications through Periscope S2G, Supplier-to-Government www.bidsync.com/Miami-Beach. Registration is easy and will only take a few minutes. For detailed instructions on how to register, complete vendor qualifications and submit electronic bids visit <https://www.miamibeachfl.gov/city-hall/procurement/for-approval-how-to-become-a-vendor/>.

Should you have any questions regarding this system or registration, please visit the above link or contact Periscope S2G, Supplier-to-Government at support@bidsync.com or 800.990.9339, option 1, option 1.

14. HOW TO MANAGE OR CREATE A VENDOR PROFILE ON VENDOR SELF SERVICE (VSS). In addition to registering with Periscope S2G, the City encourages vendors to register with our online Vendor Self-Service web page, allowing City vendors to easily update contacts, attachments (W-9), and commodity information. The Vendor Self-Service (VSS) webpage (<https://selfservice.miamibeachfl.gov/vss/Vendors/default.aspx>) will also provide you with purchase orders and payment information.

Should you have any questions and/or comments, do not hesitate to submit them to vendorsupport@miamibeachfl.gov.

15. SUPPLIER DIVERSITY. In an effort to increase the number and diversity of supplier options in the procurement of goods and services, the City has established a registry of LGBT-owned businesses, as certified by the National LGBT Chamber of Commerce (NGLCC) and small and disadvantaged businesses, as certified by Miami-Dade County. See authorizing resolutions [here](#).

If your company is certified as an LGBT-owned business by NGLCC, or as a small or disadvantaged business by Miami-Dade County, click on the link below to be added to the City's supplier registry (Vendor Self-Service) and bid system (Periscope S2G, Supplier-to-Government). These are two different systems and it is important that you register for both.

Click to see acceptable certification and to register: <https://www.miamibeachfl.gov/city-hall/procurement/how-to-become-a-vendor/>.

SECTION 0200

GENERAL TERMS AND CONDITIONS

FORMAL SOLICITATIONS - TERMS & CONDITIONS – GOODS & SERVICES. By virtue of submitting a bid in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Goods & Services (dated July 7, 2022), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300

BID SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES ONLY. Bids must be submitted electronically through Periscope S2G (formerly BidSync) on or before the date and time indicated. Hard copy proposals or proposals received through email or facsimile are not acceptable and will be rejected.

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the deadline for bid submittals. The City will only consider the latest version of the bid.

Electronic bid submissions may require the uploading of attachments. All documents should be attached as separate files in accordance with the instructions included in Section 4, below. Attachments containing embedded documents or proprietary file extensions are prohibited. It is the bidder's responsibility to assure that its bid, including all attachments, is uploaded successfully.

Only bid submittals received and time stamped by Periscope S2G (formerly BidSync) prior to the bid submittal deadline shall be accepted as timely submitted. Late bids cannot be submitted and will not be accepted. Bidders are cautioned to allow sufficient time for the submittal of bids and uploading of attachments. Any technical issues must be submitted to Periscope S2G (formerly BidSync) by contacting (800) 990-9339 (toll free) or S2G@periscopeholdings.com. The City cannot assist with technical issues regarding submittals and will in no way be responsible for delays caused by any technical or other issue.

It is the sole responsibility of each bidder to ensure its proposal is successfully submitted in BidSync prior to the deadline for bid submittals.

2. NON-RESPONSIVENESS. Failure to submit the following required forms **on or before the Deadline for Submittal of Bids** shall result in a determination of non-responsiveness. Non-responsive bids will not be considered.

1. Bid Submittal Questionnaire (submitted electronically via Periscope S2G).
2. Cost Proposal Form (Appendix B)

3. OMITTED OR ADDITIONAL INFORMATION. Failure to complete and submit the Bid Submittal Questionnaire (submitted electronically), the Cost Proposal, and bid bond (if applicable) with the bid and by the deadline for submittals shall render the bid non-responsive. Non-responsive bids will not be considered. Bid Submittals received that do not include the Cost Proposal Form, completed as required, bid submittal questionnaire, or Bid Bond (if applicable) completed as required and fully executed shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) business days upon request from the City, or the bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

4. ELECTRONIC BID FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of bids, it is strongly recommended that bids be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic bid shall be submitted through the "Line Items" attachment tab in BidSync.

BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix B).** The Cost Proposal Form (Appendix B) shall be completed in its entirety. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 Documentation indicating compliance with Minimum Eligibility Requirements.**

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APPENDIX A

MIAMI BEACH

Minimum Requirements, Specifications, and Special Conditions

2022-397-DF Purchase and Delivery of Specialty Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit the required submittal(s) documenting compliance with each minimum requirement. Bidders that fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Bidder (defined as the Firm) shall be an authorized dealer for the manufacturer(s) proposed.
Required Submittals: Manufacturer's letter or other documentation showing firm's authenticity as a dealer.

C2. Statement of Work Required.

The City of Miami Beach is seeking a qualified vendor(s) to supply specialty vehicles, parts, and accessories to be used by authorized City departments. Specialty vehicles include the following:

- a. all-terrain Vehicles (ATVs)
- b. utility vehicles (UTVs)
- c. golf cars
- d. personal watercraft (PWC)
- e. motorboats

C3. Specifications.

Group A: Purchase and Delivery of Specialty Vehicles. Through this group, the City seeks to establish a discount off Manufacturer Suggested Retail Price (MSRP), or List Price, for the purchase of specialty vehicles on an "as needed" basis.

Refer to Appendix B for the list of specialty vehicle brands and their associated estimated contract expenditure. The City will endeavor to utilize this ITB and subsequent executed contract(s) for the replacement of its obsolete specialty vehicles, however there is no guarantee expressed or implied as to quantities or dollars that will be used during the contract period.

Additional original equipment manufacturer (OEM) parts or accessories may be required with each vehicle purchased, including but not limited to:

1. Flip Windshield
2. Hard Roof
3. Undercoating
4. Cargo Box
5. Bed Liner

The cost of any OEM part or accessory shall be offered to the City at the same discount extended for the brands listed in Appendix B - Cost Proposal and must abide by the requirements of Section 3.1 of C3. Specifications detailed herein.

Products furnished under this contract shall be the manufacturer's current year model, standard industrial product, except for those modifications or changes required in the standard product to comply with this specification's requirements. All components normally furnished with commercially offered standard products shall be furnished with each unit.

3.1 Required Documentation for MSRP. At the time of order, the awarded vendor(s) shall be responsible for providing the current catalog, manufacturer's price sheet, or other documentation deemed necessary by the City showing the MSRP for each purchased equipment.

The discount included shall account for all fees and expenses required to complete the transaction, including vehicle destination charges, dealer fees, shipping and delivery to the City. The City will assume responsibility for the cost and acquisition of title and registration for purchased specialty vehicle(s). Such registration and title fees on invoices will not be accepted by the City. The awarded vendor(s) will provide a separate invoice outlining each specialty vehicle identification number (VIN) for delivered specialty vehicles.

3.2 Shipping and Delivery. Bidder(s) shall include shipping within the discount offered in this ITB. Shipping may not be charged separately. Equipment will be delivered to various locations throughout the City as directed by City staff. All deliveries shall be made Monday through Friday from 8:00 am to 3:00 pm eastern standard time, unless otherwise requested. Awarded vendor(s) is required to provide a minimum of one (1) week notice before delivery, with said notice providing the anticipated time of delivery and the quantities to be delivered. Upon delivery, vendor(s) shall provide the following documentation:

- a. manufacturer Statement of Origin (MSO);
- b. all applicable warranty documents;
- c. all applicable manuals;
- d. the invoice with the appropriate corresponding purchase order number (Invoices shall include an itemized list of all the options listed individually, including at a minimum, part number, description, quantity, and cost)

3.3 Vehicle Inspection

Prior to acceptance, each vehicle delivered shall be subject to a complete inspection by the City. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. If delivered equipment is returned to the vendor before acceptance for any reason, all corrections shall be made without any inconvenience to the City.

3.4 Manuals

Awarded vendor(s) shall furnish the below listed manuals during delivery of vehicle(s):

- a. Operator's manual
- b. Parts manual
- c. Service and repair manual
- d. Overhaul manual
- e. Cross-reference guide from manufacturer's parts numbers to supplier's parts numbers

The vendor(s) shall provide one (1) hard copy of each manual with each delivery specialty vehicle. The City may request one (1) electronic copy on either a portable thumb drive or compact disc (CD) which must be provided within five (5) days request by the City.

3.5 Training

Proposer shall provide training to operators and technicians at no additional cost if requested by the City. At a minimum, such training shall include operator training on all machine functions and operator preventive maintenance.

3.6 Equipment Recalls

If any recall notice, technical service bulletin, or other important notification affecting equipment purchased from this contract is released to the general public, a notice regarding affected City equipment shall be sent to City staff in a timely manner. Vendor(s) shall provide in writing to the City detailed instructions on how to remedy said recall(s) for the affected vehicle(s) and give a timetable in which the City can expect the repairs to be made. Any existing or outstanding recalls known to the general public must be remedied before delivering new vehicle(s) to City as part of a new order.

The vendor(s) shall coordinate logistically with the City on the location of where the repairs will be made. The City shall not compensate the vendor for pickup or dropoff of affected vehicle(s).

C4. Special Conditions

1. TERM OF CONTRACT. The contract shall remain in effect for two (2) years from the date of contract execution by the City Manager and the City Clerk.

2. OPTIONS TO RENEW. The City, through its City Manager, will have the option to extend for an additional three (3), one (1) year period. Renewal of the contract is a City of Miami Beach prerogative, not a right of the Contractor. The option will be exercised only when it is in the best interest of the City of Miami Beach.

If the contract is held over beyond the term herein provided, it shall only be from a month-to-month basis and shall not constitute an implied renewal of the contract. Said month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein

3. SHIPPING TERMS. Freight-on-Board (FOB) Destination.

APPENDIX B

MIAMI BEACH

Cost Proposal Form

2022-397-DF
Purchase and Delivery of Specialty
Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A: PURCHASE AND DELIVERY OF EQUIPMENT

Item	Description	Estimated Amount*	Percentage Discount
1	KAWASAKI - ATV	\$160,000	_____ %
2	POLARIS - ATV	\$110,000	_____ %
3	KUBOTA - ATV	\$30,000	_____ %
4	YAMAHA - ATV	\$30,000	_____ %
5	SUZUKI - ATV	\$30,000	_____ %
6	HONDA - ATV	\$160,000	_____ %
7	CANAM – ATV	\$30,000	_____ %
8	KAWASAKI - UTV	\$250,000	_____ %
9	POLARIS - UTV	\$55,000	_____ %
10	KUBOTA - UTV	\$30,000	_____ %
11	YAMAHA - UTV	\$30,000	_____ %
12	SUZUKI - UTV	\$30,000	_____ %
13	CANAM - UTV	\$30,000	_____ %
14	HONDA – UTV	\$30,000	_____ %
15	JOHN DEERE – UTV	\$115,000	_____ %
A16	EZ-GO – GOLF CAR	\$40,000	_____ %
A17	POLARIS – GOLF CAR	\$15,000	_____ %
A18	CLUB CAR – GOLF CAR	\$15,000	_____ %
A19	YAMAHA – GOLF CAR	\$10,000	_____ %
A20	YAMAHA – PWC	\$25,000	_____ %
A21	SEA DOO – PWC	\$12,000	_____ %
A22	KAWASAKI – PWC	\$12,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Item	Description	Estimated Amount*	Percentage Discount
A23	BOSTON WHALER – MOTORBOAT	\$130,000	_____ %
A24	SAFEBOAT – MOTORBOAT	\$400,000	_____ %
A25	CONTENDER – MOTORBOAT	\$500,000	_____ %
A26	METALSHARK – MOTORBOAT	\$400,000	_____ %
A27	SEAVEE - MOTORBOAT	\$300,000	_____ %
A28	INTREPID - MOTORBOAT	\$300,000	_____ %
A29	SEAHUNTER - MOTORBOAT	\$300,000	_____ %
A30	YELLOWFIN - MOTORBOAT	\$300,000	_____ %
A31	FLUID - MOTORBOAT	\$175,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

APPENDIX C

MIAMI BEACH

Insurance Requirements

2022-397-DF Purchase and Delivery of Specialty Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

MIAMI BEACH

FORMAL SOLICITATIONS

TERMS AND CONDITIONS – GOODS & SERVICES

(July 7, 2022)

1. **GENERAL DISCLAIMERS.**

- a. The solicitation referenced herein is being furnished to the Bidders by the City of Miami Beach (the "City") for the Bidder's convenience. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation. Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Bidders should rely exclusively on their own investigations, interpretations, and analyses. Bidders are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and other all instructions pertaining to the goods relative to this solicitation. Failure to do so will be at the Bidder's risk and may result in the Bid being non-responsive. All expenses involved with the preparation and submission of bid, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Bidders, and shall not be reimbursed by the City.
- b. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Bid conforming to these requirements will be selected for consideration, negotiation, or approval. Any individual that submits a bid in response to this solicitation agrees that any action taken by the City in response to bids made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.
- c. It is the responsibility of each Bidders, before submitting a Bid, to: examine the solicitation thoroughly; visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work; take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award; study and carefully correlate Bidder's observations with the solicitation. The Bidders shall notify the Procurement Director of all conflicts, errors, or discrepancies in the solicitation of which Bidders knows or reasonably should have known. The submission of a Bid shall constitute an incontrovertible representation by Bidders that Bidders has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- d. Any action taken by the City in response to bids received pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such bid, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City. In its sole discretion, the City may withdraw the solicitation either before or after receiving bids, may accept or reject bids, and may accept bids which deviate from the solicitation, as it deems appropriate and in its best interest. The City may postpone the deadline for submittal of bids and may, but is not required to, make a reasonable effort to give at least three (3) calendar days electronic notice of any such postponement.
- e. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting bid in response to this solicitation.
- f. Bidders are hereby advised that this solicitation is subject to the following ordinances/resolutions (as applicable), which may be found on the City Of Miami Beach Procurement Department website at <https://www.miamibeachfl.gov/City-hall/procurement/procurement-related-ordinance-and-procedures/>.

Requirement	Code Section or Resolution
Cone of Silence	2-486
Protest Procedures	2-371
Debarment Proceedings	2-481 through 2-406
Lobbyist Registration and Disclosure of Fees	2-397 through 2-485.3
Campaign Contributions by Vendors	2-487
Campaign Contributions by Lobbyists	2-488
Equal Benefits for Domestic Partners	2-373
Living Wage Requirement	2-407 through 2-410
False Claims Ordinance	70-300
Acceptance of Gifts, Favors & Services	2-449
Purchase of Goods and Services Sourced in Mississippi	Resolution 2016-29375
Non-discrimination (boycotts)	2016-3990

2. **ACCEPTANCE OF GIFTS, FAVORS, SERVICES.** Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Bid. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.
3. **ASSIGNMENT.** No contract shall be assigned, transferred, conveyed, sublet or otherwise disposed, including any or all right,

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title or interest therein, or power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

4. **CANCELLATION.** In the event any of the provisions of this Bid are violated by the Bidders, the City shall give written notice to the Bidders stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the Bidders. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the Bidders.
5. **COMPLIANCE WITH THE CITY'S LOBBYIST LAWS.** This solicitation is subject to, and all Bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.
6. **DEFAULT.** Failure or refusal of the successful Bidders to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a bid response before such award is made and approved, may result in a claim for damages by the City, and may be grounds for removing the Bidders from the City's vendor list.
7. **DEMONSTRATION OF COMPETENCY.** Pursuant to Section 2-369 of the City Code, when determining the lowest and best Bidders, in addition to price, there shall be a consideration of the following: (1) the ability, capacity and skill of the Bidders to perform the contract; (2) whether the Bidders can perform the contract within the time specified, without delay or interference; (3) the character, integrity, reputation, judgment, experience and efficiency of the Bidders; (4) the quality of performance of previous contracts; and (5) the previous and existing compliance by the Bidders with laws and ordinances relating to the contract. In doing so, the City may take any and all actions in deems necessary, including consideration of any legal, financial, operational (facilities, staffing and equipment) factor that may impact the Bidder's ability to successfully perform the contract, and the City may contact any prior or current client, employee or agent of the Bidders.
 - a. The City reserves the right to request supplemental information from Bidders at any time during the solicitation process, unless otherwise noted.
8. **DISPUTES.** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any contract or agreement resulting from the award of this solicitation; then
 - b. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
 - c. The solicitation; then
 - d. The Bidder's bid in response to the solicitation.
 In case of any doubt or difference of opinion as to the items and/or goods (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.
9. **ELIMINATION FROM CONSIDERATION.** This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.
10. **EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.
11. **ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low Bidders meets specifications.
12. **ENVIRONMENTAL REGULATIONS.** The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidders not responsible if the history of violations warrants such determination in the opinion of the City. Bidder shall submit with its proposal, a complete history of all citations and/or violations, notices, and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Bidders that there are no citations or violations. Bidders shall notify the City immediately of notice of any citation or violation which Bidders may receive after the proposal opening date and during the time of performance of any contract awarded to it.
13. **EXCEPTIONS TO SOLICITATION.** Bidders must clearly indicate any exceptions they wish to take to any of the terms in the solicitation, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly

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delineated, in writing, in the bid submittal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidders to comply with the particular term and/or condition of the solicitation to which Bidders took exception to (as said term and/or condition was originally set forth in the solicitation and any exhibits or Addenda thereto).

14. **FLORIDA PUBLIC RECORDS LAW.** Bidders are hereby notified that all bids including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Bidders agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the goods; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Bidders upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
15. **JOINT VENTURES / SINGLE PURPOSE ENTITY.** Joint Ventures are not allowed. bid shall be submitted only by the prime contractor. Bidders may, however, identify sub-contractors or sub-consultants to the prime Bidders who may serve as team members.
16. **FORCE MAJEURE.**
 - a. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Contractor or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
 - b. If the City or Contractor's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately, upon learning of the occurrence of the event or of the commencement of any such delay, but in any case within fifteen (15) business days thereof, provide notice: (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
 - c. The City may, in its sole and absolute discretion, make amendment or equitable adjustment in the contract terms and conditions and/or pricing to address very limited unforeseen circumstances outside of the successful Bidder's control relating to certain supply chain issues and extreme market volatility. The City may, but shall have no obligation to consider or otherwise approve an adjustment, where pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace satisfying, at a minimum, all of the following criteria: 1) the volatility is due to causes wholly beyond the successful Bidder's control; 2) the volatility affects the entire marketplace or industry, not just the particular successful Bidder's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the successful Bidders that continued performance of the Contract would result in an excessive or unreasonable substantial loss or financial hardship to the Bidders, such as, for example, an event implicating insolvency or bankruptcy. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services. For the avoidance of doubt, this section does not in any way alter or affect the allocation of risk between the City and the Bidders pursuant to the Contract, or Bidder's assumption of all risks relating to its performance in accordance with the Contract terms.
 - d. No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.



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- e. Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event, causing the suspension of performance, shall not be excused as a result of such occurrence unless such occurrence makes such performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.
 - f. Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Contractor of such termination. If the Agreement is terminated pursuant to this section, Contractor shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.
17. **INDEMNIFICATION.** The bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The bidder expressly understands and agrees that any insurance protection required by any agreement with the City or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.
18. **INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful Bidders until acceptance by the City unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the Bidder's expense.

19. **INSPECTOR GENERAL AUDIT RIGHTS.**

- a. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- b. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present, and proposed City programs, accounts, records, contracts, and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the Contract Documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.
- c. Upon ten (10) days written notice to the Contractor, the Contractor shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Contractor, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- d. The Inspector General shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

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- e. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this contract, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any longer period required by statute or by other clauses of this contract. In addition:
 - i. If this contract is completely or partially terminated, the Contractor shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. The Contractor shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
 - f. The provisions in this section shall apply to the Contractor, its officers, agents, employees, subcontractors, and suppliers. The Contractor shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Contractor in connection with the performance of this contract.
 - g. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Contractor or third parties.
20. **LAWS, PERMITS AND REGULATIONS.** The Bidders shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.
 21. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where Bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the Bidders will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.
 22. **MANNER OF PERFORMANCE.** Bidders agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations, and codes. Lack of knowledge or ignorance by the Bidders with/of applicable laws will in no way be a cause for relief from responsibility. Bidders agrees that the work and goods provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidders agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidders further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Bidders to comply with this paragraph shall constitute a material breach of this contract.
 23. **MODIFICATION/WITHDRAWALS OF BIDS.** A Bidders may submit a modified bid to replace all or any portion of a previously submitted Bid up until the Bid due date and time. Modifications received after the bid due date and time will not be considered. bid shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date, or after expiration of **180** calendar days from the opening of bid without a contract award. Letters of withdrawal received after the Bid due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.
 24. **MULTIPLE AWARD.** The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible Bidders (primary), followed by the second lowest, responsive, responsible Bidders (secondary), and continuing with other responsive, responsible Bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.
 25. **NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected, and returned at the Bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the Bidders. Any violation of these stipulations may also result in the Bidder's name being removed from the City's vendor list.
 26. **NON-DISCRIMINATION.** The Bidders certifies and affirms that it is in compliance with and will be bound by the Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
 27. **NON-EXCLUSIVITY.** To the extent applicable, it is the intent of the City to purchase the goods or services specifically listed in the solicitation. However, the City reserves the right to purchase any goods or services awarded from any other governmental or cooperative contract, or on the open market.
 28. **OCCUPATIONAL HEALTH AND SAFETY.** The Bidders warrants to the City that any work, goods, supplies, materials or equipment supplied pursuant to this bid shall conform in all respects to the standards set forth in the Occupational Safety and

ATTACHMENT C

CONSULTANTS RESPONSE – PROPOSAL



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
CONTENDER BOATS, INC.

Filing Information

Document Number	H25777
FEI/EIN Number	59-2509072
Date Filed	10/16/1984
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	02/20/2003

Principal Address

1820 S.E. 38 AVENUE
HOMESTEAD, FL 33035

Changed: 09/10/1997

Mailing Address

1820 S.E. 38 AVENUE
HOMESTEAD, FL 33035

Changed: 09/10/1997

Registered Agent Name & Address

NEBER, JOSEPH
1820 S.E. 38TH AVE.
HOMESTEAD, FL 33035

Name Changed: 02/06/1991

Address Changed: 08/20/1998

Officer/Director Detail

Name & Address

Title CEO

NEBER, JOSEPH

Title CFO

CORDOVA, MARIA
1820 S.E. 38TH AVE.
HOMESTEAD, FL 33035

Annual Reports

Report Year	Filed Date
2020	02/13/2020
2021	02/01/2021
2022	03/08/2022

Document Images

03/08/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
02/13/2020 -- ANNUAL REPORT	View image in PDF format
04/01/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- ANNUAL REPORT	View image in PDF format
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04/30/2009 -- ANNUAL REPORT	View image in PDF format
04/30/2008 -- ANNUAL REPORT	View image in PDF format
10/18/2007 -- Off/Dir Resignation	View image in PDF format
03/15/2007 -- ANNUAL REPORT	View image in PDF format
04/13/2006 -- ANNUAL REPORT	View image in PDF format
04/29/2005 -- ANNUAL REPORT	View image in PDF format
04/28/2004 -- ANNUAL REPORT	View image in PDF format
02/20/2003 -- REINSTATEMENT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
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04/26/1995 -- ANNUAL REPORT	View image in PDF format

APPENDIX B

MIAMI BEACH

Cost Proposal Form

2022-397-DF
Purchase and Delivery of Specialty
Vehicles

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

APPENDIX B COST PROPOSAL FORM

Failure to submit Appendix B, Cost Proposal Form, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The Cost Proposal Form (**Appendix B**) shall be completed in its entirety. All corrections on the Cost Proposal Form (**Appendix B**) shall be initialed.

GROUP A: PURCHASE AND DELIVERY OF EQUIPMENT

Item	Description	Estimated Amount*	Percentage Discount
1	KAWASAKI - ATV	\$160,000	_____ %
2	POLARIS - ATV	\$110,000	_____ %
3	KUBOTA - ATV	\$30,000	_____ %
4	YAMAHA - ATV	\$30,000	_____ %
5	SUZUKI - ATV	\$30,000	_____ %
6	HONDA - ATV	\$160,000	_____ %
7	CANAM - ATV	\$30,000	_____ %
8	KAWASAKI - UTV	\$250,000	_____ %
9	POLARIS - UTV	\$55,000	_____ %
10	KUBOTA - UTV	\$30,000	_____ %
11	YAMAHA - UTV	\$30,000	_____ %
12	SUZUKI - UTV	\$30,000	_____ %
13	CANAM - UTV	\$30,000	_____ %
14	HONDA - UTV	\$30,000	_____ %
15	JOHN DEERE - UTV	\$115,000	_____ %
A16	EZ-GO - GOLF CAR	\$40,000	_____ %
A17	POLARIS - GOLF CAR	\$15,000	_____ %
A18	CLUB CAR - GOLF CAR	\$15,000	_____ %
A19	YAMAHA - GOLF CAR	\$10,000	_____ %
A20	YAMAHA - PWC	\$25,000	_____ %
A21	SEA DOO - PWC	\$12,000	_____ %
A22	KAWASAKI - PWC	\$12,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Item	Description	Estimated Amount*	Percentage Discount
A23	BOSTON WHALER – MOTORBOAT	\$130,000	_____ %
A24	SAFEBOAT – MOTORBOAT	\$400,000	_____ %
A25	CONTENDER – MOTORBOAT	\$500,000	<u>30</u> %
A26	METALSHARK – MOTORBOAT	\$400,000	_____ %
A27	SEAVEE - MOTORBOAT	\$300,000	_____ %
A28	INTREPID - MOTORBOAT	\$300,000	_____ %
A29	SEAHUNTER - MOTORBOAT	\$300,000	_____ %
A30	YELLOWFIN - MOTORBOAT	\$300,000	_____ %
A31	FLUID - MOTORBOAT	\$175,000	_____ %

* These are annual estimated amounts. However, the City makes no guarantee of the volume of orders as a result of this ITB and reserves the right the City to increase or decrease these amounts, or place no orders, at its sole discretion.

Supplier Response Form

BID SUBMITTAL QUESTIONNAIRE
SECTION 1 – BID CERTIFICATION FORMThis document is a **REQUIRED FORM** that must be submitted fully completed and submitted.

Solicitation No: BID NUMBER	Solicitation Title: PROJECT TITLE
---------------------------------------	---------------------------------------------

BIDDER'S NAME: Contender Boats INC		
NO. OF YEARS IN BUSINESS: 38	NO. OF YEARS IN BUSINESS LOCALLY: 38	NO. OF EMPLOYEES: 360
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS: N/A		
BIDDER PRIMARY ADDRESS (HEADQUARTERS): 1820 SE 38th Avenue		
CITY: Homestead		
STATE: FL	ZIP CODE: 33035	
TELEPHONE NO.: 3052301600		
TOLL FREE NO.:		
FAX NO.: 3052301700		
BIDDER LOCAL ADDRESS: 1820 SE 38th Avenue		
CITY: Homestead		
STATE: FL	ZIP CODE: 33035	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Mike Collins		
ACCOUNT REP TELEPHONE NO.: 9414008485		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL: mcassociates123@gmail		
FEDERAL TAX IDENTIFICATION NO.: 59-2509071		

By virtue of submitting a bid, bidder agrees: a) to complete and unconditional acceptance of the terms and conditions of this document and the solicitation, including all addendums specifications, attachments, exhibits, appendices and any other document referenced in the solicitation c) that the bidder has not divulged, discussed, or compared the proposal with other bidders and has not colluded with any other bidder or party to any other bid; d) that bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; e) if bid is accepted, to execute an appropriate City of Miami Beach document for the purpose of establishing a formal contractual relationship between the bidder and the City of Miami Beach, Florida, for the performance of all requirements to which the bid pertains; and f) that all responses, data and information contained in the bid submittal are true and accurate.

The individual named below affirms that s/he: is a principal of the applicant duly authorized to execute this questionnaire, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief.

<div><div>Name and Title of Bidder’s Authorized Representative:</div><div>Jessica Ocasio, Sales Administration</div></div>	<div><div>Signature of Bidder ’s Authorized Representative:</div><div>Jessica Ocasio</div></div>
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SECTION 2 - ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
JO	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

SECTION 3 - CONFLICT OF INTEREST

All bidders must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all bidders must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the bidder entity or any of its affiliates.

	FIRST AND LAST NAME	RELATIONSHIP
1		
2		
3		
4		
5		
6		

SECTION 4 - FINANCIAL CAPACITY

At time of request by the City, bidder shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within three (3) days of request. Bidder shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the City. No proposal will be considered without receipt (when requested), by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the bidder. The bidder shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Bidders are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each bidder review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SECTION 5 - REFERENCES AND PAST PERFORMANCE

Project No.	<i>BID NUMBER</i>
Project Title	<i>PROJECT TITLE</i>

Bidder shall submit at least three (3) references for whom the bidder has completed work similar in size and nature as the work referenced in solicitation. Bidder may submit additional references as part of its bids submittal.

Reference No.1

Firm Name: Biscayne National Park

Contact Individual Name and Title: Brandon Falls, Chief

Address: Biscayne National Park

Telephone: 7863353655

Contact's Email: bradon_falls@nps.gov

Narrative on Scope of Services Provided:

Build & deliver new 30ST

Reference No.2

Firm Name: South Carolina Dept. of Natural Resources

Contact Individual Name and Title: Captain Michael Paul Thomas

Address: 217 Fort Johnson Road Charleston, SC 29412

Telephone: 8439539307

Contact's Email: thomasmp@dnr.sc.gov

Narrative on Scope of Services Provided:

Build and deliver new 25 Bays, 25T's, 28T's, 35ST, and 39ST.

Reference No.3**Firm Name:** Missouri State Highway Patrol**Contact Individual Name and Title:** Gregory J. Rehagen, Assistant Director- Technical Section**Address:** 1510 East Elm Street, Jefferson City, MO 65102**Telephone:** 5735267181 ext 169!**Contact's Email:** greg.rehagen@mshp.dps.mo.gov**Narrative on Scope of Services Provided:**

Build & deliver new 30ST's.

SECTION 6 – SUSPENSION, DEBARMENT, OR CONTRACT CANCELLATION

Has bidder ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐

YES

☒

NO

If answer to above is "YES," bidder shall submit a statement detailing the reasons that led to action(s):

SECTION 7 - SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☐

YES

☒

NO

SECTION 8 - LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐

YES

☒

NO

SECTION 9 - BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION FORM

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder's Authorized Representative: <div>Jessica Ocasio, Sales Administration</div>	Signature of Bidder's Authorized Representative: <div>Jessica Ocasio</div>
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SECTION 10 - SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification

<div>Name and Title of Bidder’s Authorized Representative:<div>Jessica Ocasio, Sales Administration</div></div>	<div>Signature of Bidder’s Authorized Representative:<div>Jessica Ocasio</div></div>
-----------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------

SECTION 11 – CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding the solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

By virtue of submitting bid, bidder certifies that it is in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code.

SECTION 12 – CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-23789, the Bidder shall adopt a Code of Business Ethics prior to executing a contract with the City. The Code of Business Ethics shall be submitted to the Procurement Department with its response or within three (3) days of request by the City. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among other things, the conflict of interest, lobbying and ethics provision of the City Code. In lieu of submitting Code of Business Ethics, bidder may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Business Ethics, available at <http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/>

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☐

YES

☒

NO

Bidder adopts the City of Miami Beach Code of Business Ethics?

☒

YES

☐

NO

SECTION 13 – LOBBYIST REGISTRATION & CAMPAIGN CONTRIBUTION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws, including lobbyist registration requirements and prohibition on campaign contributions, including:

- Lobbyist Registration Requirements sections 2-397 through 2-485.3 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV3LO)
- Campaign Contribution Requirements sections 2-487 and 2-488 of City Code (https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV5CAFIRE)

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration & Campaign Contribution Requirements.

SECTION 14 – NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

SECTION 15 – FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:

https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

SECTION 16 – PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:

<https://www.flsenate.gov/Laws/Statutes/2012/287.133>

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

SECTION 17 – VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2016-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE

the City shall give preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods and contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the State of Florida?

☐

YES

☒

NO

Is the bidder a service-disabled veteran business enterprise certified by the United States Federal Government?

☐

YES

☒

NO

SECTION 7 - EQUAL BENEFITS FOR EMPLOYEES WITH SPOUSES AND EMPLOYEES WITH DOMESTIC PARTNERS

When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded contract pursuant to competitive bids, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

Does bidder provide or offer access to any benefits to employees with spouses or to spouses of employees?

☒

YES

☐

NO

Does bidder provide or offer access to any benefits to employees with (same or opposite sex) domestic partners or to domestic partners of employees?

☒

YES

☐

NO

Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Bidder Provides for Employees with Spouses	Bidder Provides for Employees with Domestic Partners	Bidder does not Provide Benefit
Health	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sick Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Family Medical Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bereavement Leave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

If Bidders cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a complete Reasonable Measures Application with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at <http://www.miamibeachfl.gov/citymanager/hall/procurement/procurement-related-ordinance-and-procedures/>

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **jessica@contenderboats.com**

Password *

* Required fields

ATTACHMENT D

INSURANCE REQUIREMENTS

MIAMI BEACH

TYPE 2 - GOODS, SERVICES & MAINTENANCE INSURANCE REQUIREMENTS

The vendor shall maintain the below required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer Liability Insurance for bodily injury or disease. Should the vendor be exempt from this Statute, the vendor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt vendor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate.
- C. Automobile Liability Insurance covering any automobile, if vendor has no owned automobiles, then coverage for hired and non-owned automobiles, with limit no less than \$1,000,000 combined per accident for bodily injury and property damage.

Additional Insured - City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the vendor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Vendor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive

the vendor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.



11/3/2025

RE: Contender Boat, 28T, Islamorada Fire Rescue, CBI 8860

To Whom It May Concern,

This letter is to confirm that the total price for the referenced project/item above will not exceed two hundred seventy-five thousand dollars (\$275,000.00).

Sincerely,

A handwritten signature in blue ink, appearing to read "JO", is written over the word "Sincerely,".

Jessica Ocasio
Sales Administration