

REQUEST FOR PROPOSAL

ELECTRIC VEHICLE CHARGING STATIONS

RFP NO. 2022-16



The Town of Miami Lakes Council:

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Vice Mayor Jeffrey Rodriguez
Councilmember Carlos Alvarez
Councilmember Josh Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano
Councilmember Tony Fernandez**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

DATE ISSUED: July 28, 2022
CLOSING DATE: 11:00 AM, August 22, 2022

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SECTION A. NOTICE TO PROPOSERS

RFP Name: Electric Vehicle Charging Stations
RFP No.: 2022-16
Proposals Due: 11:00 AM EST, August 22, 2022

A1. SOLICITATION OVERVIEW

The Town of Miami Lakes, Florida, ("Town") is accepting sealed Proposals from qualified business entities for the installation, operation, maintenance, and management of self-service electric vehicle charging stations at **NO COST** to the Town ("Project.") See Exhibit A, Contract 2022-16, Section 2 for a full scope of services and additional specifications. Proposals must be submitted in the form of one (1) original and four (4) copies and one flash drive for each component of the Response. Proposers must submit a Technical component in a sealed package. All Proposals **must** be received by the Town Clerk at 6601 Main Street, Miami Lakes, Florida 33014, **by no later than 11:00 AM, August 22, 2022**, at which time the Technical component of each Proposal will be opened.

Copies of the RFP will only be made available on the Public Purchase and the Onvia DemandStar ("DemandStar") website. Copies of the RFP, including all related documents can be obtained by visiting the Town's website at www.miamilakes-fl.gov, under Current Solicitations on the Procurement Department page, on Public Purchase's website at www.publicpurchase.com, or at DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar it is strongly recommended that you register with them to receive notifications pertaining to this solicitation.

A2. MINIMUM REQUIREMENTS TO SUBMIT A RESPONSE:

To be eligible for award, Proposers must:

1. Have a minimum of three (3) years of experience in installing, operating, maintaining, and managing electric vehicle charging stations; and
2. Have a minimum of three (3) references, where at least one (1) is from a government entity within the last three (3) years, in which the Proposer has installed, operated, maintained, and managed electric vehicle charging stations within the last five (5) years.

The Town will consider a Proposer as responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change of name has been filed with the State of Florida or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposer must include documentation substantiating such name change as part of its Proposal for the Town to consider crediting the years of experience from the Proposer under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

A3. CONE OF SILENCE:

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this, or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a Proposal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. PROJECT OVERVIEW

B1. OVERVIEW

The Town of Miami Lakes (“Town”) is actively seeking proposals from qualified electric vehicle charging station vendors/distributors/operators/manufacturers to install, operate, maintain, and manage the customer service volume from all stations in select Town owned locations at **NO COST** to the Town, in accordance with the terms, conditions, and specifications contained in the RFP.

Furthermore, the Town intends to enter into a contract to install, operate, and maintain self-service electric vehicle charging stations for public use. . The selected proposer will be required to implement a program that should enable the public to utilize electric vehicle charging stations. Services are expected to be available on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to support and maintain the program successfully.

B2. BACKGROUND

The Town of Miami Lakes (“Town”) became the 31st municipality in Miami-Dade County. Known as one of the youngest cities in the County, Miami Lakes is home to approximately 30,000 residents and more than 1,700 businesses. Miami Lakes is located in Northwest Miami-Dade County, conveniently located just 16 miles North of Downtown Miami and 10 miles from Miami International Airport, the Town encompasses approximately 6.8 square miles. The official boundaries are NW 170th Street and the Palmetto Expressway (SR 826) to the North; NW 138th Street to the South; NW 57th Avenue (Red Road) to the East; and Interstate 75 to the West.

According to a recent study conducted by the Miami-Dade Transportation Planning Organization (TPO), Miami-Dade County is the most populous county in Florida with a population of approximately 2.58 million residents in 2015. The population in Miami-Dade County is expected to continue to grow to 3.5 million by the year 2045, representing a growth of 34 percent (34%). Moreover, the study projects that the Northwest Dade region (where Miami Lakes is in) will see the largest employment growth at 30.6 percent (30.6%) within the region. This projected growth in the number of residents and visitors of Miami-Dade County will increase demand and congestion on the transportation system. There, to keep growing beautifully, the Town of Miami Lakes desires to reduce the greenhouse gas (GHG) emission.

One of the primary goals for Miami Lakes is to be innovative, beautiful, and to support a high level of quality of life for its residents by bringing new environmental infrastructure. The Town is looking to provide accessibility and convenience for its residents. The project aligns with the Town’s adopted Strategic Plan Priority Area 4: Environmental Sustainability, Objective 4.7, and Initiative 4.7.1: build charging stations as an alternative energy source.

Furthermore, this project aligns with the Adopted Miami Lakes SMART Technology Implementation Plan Objective to Install Electric Vehicle Charging Stations within the Town. Moreover, this project will provide the necessary infrastructure to encourage more electric vehicle usage and ownership throughout the Town, reduce mobile source emissions and pollutants, and assist the Town in achieving universal environmental sustainability.

The final locations of the different electric vehicle charging stations throughout the Town will provide convenience and accessibility to the Town’s residents and employees and promote the use of electric vehicles as a sustainable action. Some of the already mentioned benefits to the Town are the improvement of the air quality within the municipal boundaries, quieter and more livable streets, and decreased dependency on fossil fuels. The Town foresees this program running in integration with other

initiatives currently pursued to offer different transportation modes while maintaining and achieving sustainable goals.

B3. COST AND REVENUE

The Town has determined to permit the contractor to propose a cost option to the Town which involves no out-of-pocket costs to the Town and revenue sharing with the Town. Proposer shall pay the Town a percentage of the revenues of the proceeds from the sale of electricity and use of the charging stations to the public as well as reimbursement of electricity used if the Proposer has chosen to connect to the Town's electricity network.

If the Proposer proposes charging the public for use of electricity and the charging stations, the EV chargers must allow for point-of-sale transactions and provide for revenue remittance to the Town. Proposer shall reimburse the Town for electricity used if Proposer chooses to connect to the Town's electricity network. Contractor must also clearly describe the cost of energy per kWhr, how that price is calculated, and how it changes over time, and this shall be included in the Cost and Revenue Proposal.

B4. PROPOSED PROGRAM

[SPACE INTENTIONALLY LEFT BLANK]

B5. SPECIFICATIONS

Contractor must provide an electric vehicle charging station program which includes, at a minimum, the following networking capabilities and benefits:

- A. Electric vehicle charging station infrastructure for AC level 2 and/or DC Fast Charge that is open to all drivers without requiring subscriptions on a 24-hour, 365-day-a-year (full-time) basis.
- B. Provide AC level 2 charging that transfers 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC level 1) and/or DC fast charging that transfers high velocity (typically 400-500 volts or 32-100 Kw, depending on the electrical current) of direct electricity to vehicle batteries, at the Proposer's cost.
- C. Financial stability to cover for ALL costs incurred related, but not limited to, electricity usage, capital equipment, installation, operation, and maintenance. Moreover, the economic sustainability to propose a business model that is advantageous to ALL parties, including residents, Proposer, and the Town for the benefit of utilizing parking spaces at strategic locations.
- D. Ability for drivers to find charging stations via web-enabled cell phones.
- E. Notification by SMS, text, on-app, and/or email when charging is complete.
- F. Authenticated access to eliminate energy theft.
- G. Authorized emergencies for safety where Proposer should provide a detailed account of their system's safety measures; user instructions; user preventative safety measures; and user instructions in case of emergencies.
- H. Remote monitoring and diagnostic for superior quality of service on a regular basis and/or as needed.
- I. Smart Grid integration for utility load management with future Vehicle-to-Grid (V2G) capabilities when feasible.

- J. Green House Gas savings calculations per vehicle.
- K. Comply with Miami-Dade County and Town of Miami Lakes Building and electrical codes.
- L. Compliance with the American with Disabilities Act (ADA) accessible buttons, components, placement, distance, among others.
- M. Comply with relevant or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
- N. Have network or internet addressable and be capable of participating in a demand-response program or time-of-use pricing to encourage off-peak charging.
- O. The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing laboratory (NRTL) that meets the requirements of OSHA in 29CFR.1910.7 for the use of "Electric Vehicle Charging Stations."
- P. Ability to operate in extreme temperature conditions.
- Q. Ability to secure infrastructure within 24 hours of a hurricane warning.
- R. The capabilities to provide accessible and convenient infrastructure placement and accommodation so all users can take advantage of the service, including but not limited to, people with disabilities, elderly, etc.

B6. CHARGING LOCATIONS

The preliminary locations are suggestions, are subject to all applicable approvals and permits, and may be modified with consent of the Town. Contractor shall be responsible for performing a due diligence and investigation of the locations and must also determine the suitability or non-suitability of each site. Contract proposing substitutions or omissions from the locations suggested above shall document their rationale.

- A. Town of Miami Lakes Government Center: 6601 Main Street, Miami Lakes, FL 33014
- B. Veterans Park: 15151 NW 82nd Avenue, Miami Lakes, FL 33014
- C. Miami Lakes Optimist Park: 6411 NW 162nd Street, Miami Lakes, FL 33014
- D. Royal Oaks Park: 16500 NW 87th Avenue, Miami Lakes, FL 33018

The Town reserves the right to add or remove locations to this list.

B7. INSTALLATION

Contractor shall furnish and install all materials, equipment, and labor required for the installation of the EV charging station(s). The Contractor is also responsible for securing all related permits and coordinating with the utility companies. Following the installation, the Contractor shall activate and test the EV charging station(s) and will be responsible for the safe operation of all equipment and connections.

- A. Proposer must clearly state the methodology for the chosen location to pursue the installation of the charging station.
- B. Proposer must disclose any challenges, if any, with electrical current conditions at the proposed Locations.
- C. The equipment details must be shown on the submittal.

- D. Proposer to provide full details on installation procedures and any applicable structure requirements.
- E. Power: Proposer to provide details on the access to power.
- F. Installation must meet the ADA requirements at all times.
- G. Mentions of lighting, mounting, protective devices, wayfinding signage, parking lot lines, and stripes, must be included when applicable.
- H. Internet connection must be part of the installation costs covered by proposer, if applicable.
- I. Prior to installation, Proposer must submit a rendering of the parking spaces and addition of infrastructure to the Town for review.
- J. If your project includes plans for future expansion, it is strongly recommended that all civil engineering work for the second phase (concrete bases and underground conduits – if needed) be completed in advance, during the first phase. It is not, however, necessary to take future needs into account when dimensioning the electrical equipment.
- K. If you need to do a site visit in order to determine all installation requirements/needs before submitting the Proposal, you may contact the Procurement Manager.

B8. PREVENTATIVE MAINTENANCE

- A. All electric vehicle charging stations network shall be maintained, at a minimum, on a quarterly basis and/or as needed. Contractor shall schedule a service visit within two (2) weeks after installation to ensure electric vehicle charging stations are in proper working condition.
- B. Proposer shall provide the Town a preventative maintenance schedule.
- C. Preventative maintenance is defined as repairs, parts, supplies, and labor required to bring charging stations to operational specifications, and includes the following, but is not limited to:
 - a. Conduct quarterly site visits and/or as needed. Preventative maintenance shall include inspection testing using an emulator device, cleaning, checking connector's wires and holster, and overall functionality of the stations.
 - b. Record and document damaged charging using digital photography.
 - c. Have trained technicians working on the charging stations at all times.
 - d. All non-working charging stations shall have visible signage identifying the station(s) as being "temporarily out of service" and decommission non-working stations until repairs are completed.
 - e. Decommission non-working charging stations until they are repaired. If charging stations are removed from site, all exposed wires shall be covered by junction box.

B9. CUSTOMER SERVICE SUPPORT

- A. Contractor shall provide customer service support (telephone, web interface and/or e-mail) on a 24-hour, 365-day-a-year (full-time) basis and on a multi-language setting.
- B. Charging stations shall have visible signage identifying their customer service support (telephone, web interface and/or e-mail) and hours of operation. Signage costs are at the sole expense of the Proposer.
- C. If provided a phone number, it must be free of charge for customers to call as needed.

B10. COMMUNICATION AND REPORTING

Contract shall provide the Contract Manager:

- A. An annual Preventative Maintenance schedule at the beginning of each Contract year.
- B. Weekly updates on all Standard and Emergency services that are in process and completed.

Reports shall include:

- a. Station location and address
 - b. Service date
 - c. Station status
 - d. Resolution
 - e. Date of scheduled repair
 - f. Date of completion
- C. Quarterly reports on maintenance and repairs. Reports are due on the 3rd day of every quarter and shall include:
 - a. Station location and address
 - b. Service date
 - c. Test Routines
 - d. Station Status
 - e. Resolution
 - f. Date of scheduled repair
- D. Metrics reports shall be provided to Town Staff on a regular basis for evaluation purposes. Items to be included, but not limited to, power consumption, energy use patterns, GHG emissions saved, number of vehicles on a daily basis, etc.

See Exhibit A, Contract 2022-16, Section 2 for a full scope of services and additional specification. Should there be any discrepancy between this Section and Section 2 of the Contract, then the Contract provisions shall govern.

END OF SECTION

SECTION C. SUBMISSION OF A PROPOSAL

C1. GENERAL INSTRUCTIONS

Proposers must carefully review all the materials contained herein and prepare their Proposals in accordance with this RFP. The detailed requirements set forth below will be used to evaluate the Proposals and failure of a Proposer to provide the information requested for a specific requirement may render their Proposal non-responsive and will result in rejection.

C2. SUBMITTAL REQUIREMENTS

This Request for Proposal ("RFP") consists of a technical component ("Technical") which constitutes the Proposer's Proposal ("Proposal"). Proposals must be submitted in sealed envelope(s) or package(s) with the RFP number, title, and due date clearly noted on the outside of the envelope(s) or package(s) in the following manner:

RFP No. 2022-16

Electric Vehicle Charging Stations

Sealed, written Proposals must be received by the Town of Miami Lakes; Town Clerk's Office, no later than the date, time, and at the location indicated in Section A of the RFP, in order to be considered responsive. Faxed documents are **not** acceptable. **Proposals received at any other location than the Town Clerk's Office or after the Proposal due date and time will be deemed non-responsive and will not be considered.**

Only one (1) Proposal from an individual, firm, partnership, corporation, or business entity, will be considered in response to this RFP. Subcontractors may be included in more than one Proposal submitted by more than one Proposer. An individual, firm, partnership, corporation, or business entity that submits a Proposal may not be a subcontractor on another Proposal submitted under this RFP. Proposals from joint ventures will not be considered. Where Proposer is listed as a subcontractor on another Proposal both Proposals will be rejected as non-responsive.

C3. ADDITIONAL INFORMATION OR CLARIFICATION

Proposers must e-mail their requests for additional information or clarifications ("RFI") in accordance with the "Cone of Silence" requirements. Requests for additional information or clarifications **must** be submitted to procurement@miamilakes-fl.gov. The request must include the Proposer's name, the RFP number and title, and the number of pages transmitted. Any request for additional information or clarification must be received in writing **no later than seven calendar days prior to the proposal due date.** Late or mis-delivered requests may not receive a reply.

The Town will issue responses to inquiries and any other corrections or amendments, it deems necessary, in the form of a written addendum, issued prior to the Response Submission Date. The Town, at its sole discretion, may not issue a response to an RFI submittal. Proposers should not rely on any oral or written representations, statements, or explanations, other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any issued addenda, the last addendum issued will prevail.

Addenda will be posted and made available on the Town's Procurement webpage and on DemandStar and it is the Proposer's sole responsibility to ensure receipt of all addenda prior to submitting its Response. The Proposer should check the Town's webpage, Public Purchase (www.publicpurchase.com) or DemandStar (www.demandstar.com) for all addenda.

The Proposer must complete and sign the Acknowledgment of Addenda form or sign each issued Addendum and include in its Response in order to have the Proposal considered. In the event a Proposer fails to acknowledge receipt of such addenda, the Town may, at its sole discretion, determine that such failure to acknowledge any or all addendum does not materially affect the Response, waive the submittal of said form(s) or the acknowledgement of one or more addendum on the form.

C4. AWARD OF A CONTRACT

A contract **may** be awarded to the Successful Proposer(s) of this RFP by the Town Council, based upon the qualification requirements and Town Manager's recommendation. The Town reserves the right to execute or not execute, as applicable, a contract with the Successful Proposer(s), where it is determined to be in the Town's best interests. The Town reserves the right to cancel this solicitation entirely, in which case no award will be made. Therefore, the Town does not represent that any award will be made.

C5. CONTRACT EXECUTION

The Proposer(s), by submission of its Proposal, agrees to the terms and conditions contained in the contract, attached hereto as Exhibit "A," ("Contract") and further agrees to execute the Contract without change. However, the Town, in its sole discretion, reserves the right to negotiate the final Contract or other terms and conditions.

Responses that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

C6. UNAUTHORIZED WORK

The Successful Proposer(s) must not begin any work until the Town issues a Notice to Proceed. Such Notice to Proceed will constitute the Town's authorization to begin Work. Any unauthorized work performed by the Successful Proposer(s) is done at the Proposer's own risk, will be deemed non-compensable by the Town, and Proposer will not have any recourse against the Town for performing unauthorized work.

C7. CHANGES/ALTERATIONS/ASSIGNMENTS

Proposals will be valid and irrevocable for at least 120 days after the Proposal due date. Proposer may change or withdraw a Proposal at any time prior to the Proposal due date. All changes or withdrawals must be made in writing to the Procurement Department. Oral/Verbal modifications will not be allowed and will be disregarded. No written modifications will be accepted after the Proposal due date. Proposers must not assign or otherwise transfer their Proposal. A transfer or assignment of the Proposal will result in the rejection of the Proposal as non-responsive.

C8. SUBCONTRACTOR(S)

Proposers are not permitted to subcontract any of the Services required under this RFP without the prior written consent of the Town Manager.

Subcontractor(s) is an individual or company who has a contract with the Proposer to assist in the performance of the work required under this RFP. Subcontractor(s) will be paid through the Proposer and not paid directly by the Town. The Proposer must clearly reflect in its Proposal the major Subcontractor(s) to be utilized in the performance of the Work. Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Proposer and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Successful Proposer nor any of its Subcontractor(s) are to be considered employees or agents of the Town.

C9. DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, omissions or ambiguities in the RFP or addenda (if any) should be reported in writing to the Procurement Department in the same manner as provided for in Section B3, Additional Information or Clarification. Should it be necessary, the Town will issue a written addendum to the RFP clarifying such conflicts or ambiguities.

C10. DISQUALIFICATION/REJECTION OF PROPOSALS

This RFP requires the use and submission of specific Town Forms, along with any supporting documentation or information that may be requested herein. These forms and documents are required for being considered responsive to the solicitation. Failure to utilize Town Forms or to submit supporting documentation or information will result in the rejection of the Proposal as non-responsive. Modification of, retyping, or any other unauthorized alteration of Town Forms will result in the rejection of the Proposal as non-responsive.

The Town reserves the right to disqualify Proposals before or after the submission deadline upon evidence of, including but not limited to, collusion with intent to defraud or other illegal practices on the part of the Proposer. It also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to cancel this RFP and reissue another for the same or similar services.

Throughout the RFP, the phrases “must,” “will,” and “shall” denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

The Town reserves the right to reject a Proposal from any Proposer(s) who has had performance issues under other contracts with the Town, including, but not limited to, issues performing to contractual standards, failure to deliver projects or services on time, default, or other significant issues the Town deems relevant. The Town may also reject a Proposal when it determines, in its sole discretion, that the Proposer is not in a position to perform the requirements defined in this RFP.

Any Proposal submitted by a Proposer who is in arrears, e.g., money owed or otherwise in debt by failing to deliver goods, services, fees, etc. to the Town or where the Town has an open or liquidated claim against a Proposer for monies owed the Town at the time of Proposal submission, or if a Proposer has been declared in default or abandoned a prior Town contract or agreement, or has been debarred by an federal, State of Florida, or Florida public entity within the past five (5) years will be rejected as non-responsive and will not be considered for award.

C11. PROPOSER’S EXPENDITURES

Proposer acknowledges and agrees that any expenditure it makes in the course of preparing and submitting a Proposal or in providing any information requested by the Town in connection with this RFP are exclusively at the expense of the Proposer. The Town will not pay for or reimburse any expenditure, or any other expense incurred by Proposer in connection with preparing and submitting a Proposal, remaining in compliance with the RFP and Contract Documents after a recommendation of award is made, or filing for administrative or judicial proceedings resulting from the solicitation process.

C12. DUE DILIGENCE/INSPECTION OF SITE

Proposers should carefully examine all Contract Documents and the site of the proposed Work, if applicable, before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the performance of the work in accordance with the requirements of this RFP and the Contract. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the Work

pursuant to this Proposal as a result of failure to make the necessary examinations and investigations will be accepted as an excuse for a failure or omission on the part of the Proposer to fulfill, in every detail, all of the requirements of the Contract Documents, nor will such pleas be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

C13. EXECUTION OF PROPOSAL

The Proposal must be physically and duly signed by an authorized corporate officer, principal, or partner (as applicable) in blue ink with a signature in full. Proposer must complete the required Certificate of Authority, which is attached hereto as a required form. Any person signing the Proposal as an agent of the Proposer must include legal evidence of signing authority. Failure to properly execute the Proposal may result in the Proposal being rejected as non-responsive.

Proposers who are nonresident corporations must furnish to the Town a duly certified copy of their authorization to transact business in the State of Florida with the Proposal. Failure to promptly submit this evidence or qualification to do business in the State of Florida may be the basis for rejection of the Proposal.

Proposer acknowledges and agrees that submitting its Proposal to this RFP does not constitute an agreement or contract with the Town.

C14. CERTIFICATION OF ACCURACY OF PROPOSAL

Proposer, by virtue of submitting its Proposal, certifies and attests that all the information contained within the Forms, Affidavits and documents related thereto included in its Proposal are true and accurate.

Any Proposer who submits in its Proposal any information that is determined by the Town, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, will be disqualified from consideration for award of the Contract.

END OF SECTION

SECTION D. SOLICITATION TERMS AND CONDITIONS

D1. LEGAL REQUIREMENTS

This RFP is subject to all applicable federal, state, county, and Town codes, rules, ordinances, laws, and regulations that in any manner affect any of the services covered herein. By virtue of submitting a Proposal, the Proposer acknowledges and agrees that it has full knowledge of such codes, rules, ordinances, laws, and regulations, and that it shall comply with the same. Lack of knowledge of any applicable code, rule, ordinance, law, or regulation will in no way relieve the Proposer from the responsibility to comply with these requirements.

D2. NON-APPROPRIATION OF FUNDS

If insufficient funds are appropriated and budgeting or funding is otherwise unavailable in any fiscal period for the services provided for in this RFP, then the Town will have the unqualified right to terminate the Contract upon written notice to the Successful Proposer, without any penalty or expense to the Town.

D3. BUSINESS TAX RECEIPT REQUIREMENT

Successful Proposer(s) must meet the Town's Business Tax Receipt requirements in accordance with the Town Code, as amended, before conducting business within the Town. See Miami Lakes, Florida, Municipal Code §§ 37-56 – 37-66. Proposer(s) with a business location outside the Town must meet the applicable local or County Business Tax Receipt or Occupational License requirements.

D4. REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A “responsive” Proposal is one which meets the requirements of the RFP and is submitted in the format outlined in the RFP, is of timely submission, can be evaluated in accordance with the Evaluation Criteria, and has appropriate signatures/attachments as required on each document. Failure of the Proposer to provide the information as required under this RFP may result in a rejection of the proposal as non-responsive. A non-responsive Proposal will not be provided to the Evaluation Committee for consideration for an award of a contract.

D5. CLARIFICATIONS

The Town reserves the right to make site visits, visit the Proposer's place(s) of business, request clarifications of information submitted and request or obtain any necessary supporting documentation or information of one or more Proposers, after the deadline for submission of Proposals. After the submittal of its Proposal, Proposer cannot submit any additional documents or information except upon the specific request of the Town. Any such submittal will not be considered and may result in a Proposal being rejected as non-responsive.

D6. KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of a Contract, Key Personnel must not be changed. Any changes in Key Personnel **will** result in the Proposal being rejected and not considered for award.

D7. AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer must provide access at all reasonable times to the Town, or to any of its duly authorized representatives, to any books, documents, papers, and records of Proposer which are directly pertinent to this RFP, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer must maintain and retain any and all of the books, documents, papers and records pertinent to

the RFP and any resulting Contract for not less than three (3) years after the Town makes final payment, and all other pending matters are closed. Proposer's failure to or refusal to comply with this condition will result in the immediate termination of the Contract (if awarded) by the Town.

D8. PUBLIC RECORDS

Proposer understands that the Proposal is a "public record, and the public will have access to all documents and information pertaining the Proposal and the RFP, subject to the provisions of Chapter 119, Florida Statutes. The Proposer, by submitting a Proposal, acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law.

Proposer must claim the applicable exemptions to disclosure as provided by said Florida Statute in its Proposal by identifying the materials to be protected and the reason why such exclusion from public disclosure meets the requirement of Chapter 119, Florida Statutes, and is necessary and legal.

D9. DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Proposal or contract with a public entity for the construction or repair of a public building. In addition, such entity or affiliate may not perform any work as a supplier, subcontractor, or consultant, or subconsultant under any contract with any public entity, and may not transact business with any public entity. Any Proposer who submits a Proposal that includes such an entity or affiliate will be deemed non-responsible and the Proposal will not be considered.

D10. NONDISCRIMINATION

Proposer agrees that it will not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual will solely by reason of his/her race, sex, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

D11. CONTINGENT FEES

Proposer represents and warrants to the Town that it has not employed or retained any person or company, to solicit or secure the award of a contract, and that it has not offered to pay, paid, or agreed to pay any person, company, corporation, or firm any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award or making of a contract.

D12. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL

A Proposal must not be assigned, transferred, purchased, or conveyed. A Proposer who is, purchased by or merged with any other corporate entity during any stage of the Proposal process, from date of submission of the Proposal through, to and including awarding of and execution of a contract, will have its Proposal deemed non-responsive and will not be considered or further considered for award.

Attachment A contains specific language as to the assignment, transfer, sale, or conveyance of the Contract after it has been executed and any such action after execution may result in the termination of said Contract, unless it meets the specific applicable provisions of the Contract.

D13. TIE BIDS - DRUG FREE WORKPLACE

Proposer that meets the requirements of Florida Statute 287.087 will receive preference should a tie occur in the ranking of the Proposals by the Evaluation Committee.

Should a tie in the ranking of Proposals occur the tied Proposers will be requested to submit an affidavit, if applicable, attesting to meeting the requirements.

D14. PROTEST PROCESS

Any Proposer wishing to file a protest as to the requirements or award of this RFP must do so in accordance with Ordinance 17-203 (Procurement Ordinance), which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

D15. AFFIDAVITS

The following Affidavits are required to be submitted with the Proposer's Proposal:

D15.01. COLLUSION

The Proposer must include in its Proposal, in the applicable section of its Proposal, the Non-Collusive Affidavit, included in this RFP as Form NCA. Failure by the Proposer to submit this affidavit will result in the Proposal being deemed non-responsive.

Where two (2) or more related parties, as defined in this Article, each submit a Proposal to the RFP, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under the RFP. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals of one Proposer have a direct or indirect ownership interest in another Proposer for the same project. RFP Proposals found to be collusive will be rejected. Bids must be developed independently. Where two or more Proposers have worked together, discussed the details of their proposals prior to submission of their Proposals or worked together in independently submitting Proposals such actions will be deemed to be collusion.

The Proposer must certify that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same services, or with any Town department. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. The Proposer further certifies that it is in compliance with the conflict of interest and code of ethics laws. The Town will investigate all situations where collusion may have occurred, and the Town reserves the right to reject any and all Proposals where collusion may have occurred.

D15.02. RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Proposer must identify any relationship the owners or employees have with the Town's elected officials or staff using Form PR included in this RFP.

D15.03. CONFLICT OF INTEREST

Proposer, by responding to this RFP, certifies that to the best of its knowledge or belief, no elected/appointed official or employee of the Town is financially interested, directly or indirectly, in the services specified in this RFP. Proposer further certifies that its Proposal is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town. Proposers must complete and submit Form COI with its Proposal.

Proposer must include as part of its Proposal a detailed statement describing any relationships; professional, financial or otherwise that it may have with the Town, its elected or appointed officials,

its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer must give the Town written notice of any other relationships; professional, financial, or otherwise that it enters into with the Town, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

Further, Proposer must disclose the name of any Town employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's company.

Failure by the Proposer to disclose this information will result in the Proposal being deemed non-responsive.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers, and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

D15.04. ANTIKICKBACK

Proposers must complete and submit Form AK with their Proposal, attesting that no portion of the sum of the bid will be paid to any employees of the Town, its elected officials, the Proposer, or its consultants, as a commission, kickback, reward, or gift, directly or indirectly by any member of the Proposer's firm.

D15.05. PUBLIC RECORDS AFFIDAVIT

Proposers must complete and submit Form PRA with their Proposal. The Proposer must comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Proposal authorizes release of your firm's credit data to the Town.

All prospective Proposers must complete and submit the Compliance with Public Records Law affidavit with their Proposal. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Proposers, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

D15.06. PUBLIC ENTITY CRIMES ACT

Proposers must submit Form PEC with their Proposal to attest to their compliance with Section 287.133, Florida Statutes. In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for

a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment. Proposer must complete the Public Entity Crime Affidavit included in the RFP.

D16. INSURANCE

Successful Proposer shall obtain, provide, and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the Town of Miami Lakes as an additional insured on all liability policies required by this contract. When naming the Town of Miami Lakes as an additional insured onto your policies, the insurance firms hereby agree and will endorse the policies to state that the Town will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the Town Manager in accordance with the Finance Department.

Commercial General Liability: A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The Town of Miami Lakes must be named as certificate holder and additional insured on policy.

- Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include premises/operation, products, completed operations and contractual liability. Contractual Liability and contractual indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specification.)
- Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Proposer or the Town, and shall name the Town of Miami Lakes, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the Town.

The successful Proposer shall file and maintain certificates of all insurance policies with the Town's Finance Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to the Town.

Evidence of such insurance shall be submitted to and approved by the Town prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancies of Proposer outside the proposed contract, Proposer shall give the Town prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the Town. Proposer shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

SECTION E. INSTRUCTIONS FOR PREPARING A PROPOSAL

Proposer's Proposal to this RFP must contain the following information and documents and follow the instructions in its preparation. Failure to do so may deem your Proposal non-responsive. Non-responsive submittals will receive no further consideration and will not be provided to the Evaluation Committee.

E1. PREPARATION REQUIREMENTS

Each Proposal must contain the following documents and forms required by Sections E1.01 and E1.02, each fully completed, and signed as required. Proposers must prepare their Proposals utilizing the same format outlined below in Section E1.03. Each section of the Proposal as stipulated in E1.03 must be separated by a tabbed divider identifying the corresponding section number. Proposers are not to submit any information in response to this RFP that has not been requested or which the Proposer considers confidential, unless specifically required by the RFP. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers are not to include any documents not specifically required or requested, including, but not limited to, media and public relations literature, annual reports, pictures, etc. Such documentation will not be considered and will be redacted from the copies provided to the Evaluation Committee. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Committee. Page limitations may have been established for some of the Town Forms, as well as other documents. Any pages submitted in excess of the page limitations will be redacted or removed and not provided to the Evaluation Committee for consideration during the evaluation process. The font size and type for Town Forms are set and cannot be changed. Proposer should use the font style Calibri, Times New Roman, or Arial, with a font size of 11 or 12 for any other information or documents to be submitted.

Hard cover binders are not to be used in the submission of the Proposal. Only heavy stock paper, not exceeding 100#, is to be used for the front and back covers, as well as the required section dividers. Proposers should also make every effort to utilize recycled paper in preparing its proposal. Double sided printing is permitted provided that the Proposal complies with the format set forth in E1.03 below.

E1.01. TECHNICAL COMPONENT OF THE RFP:

The Proposer's response to the requirements of the Technical Proposal should provide complete detailed responses to all of the submission requirements of the Technical component of the RFP. Missing, incomplete or vague responses to the questionnaire or any of the submittal requirements can adversely impact the evaluation of the Proposal. The technical portion of the Proposal must contain sufficient information to enable the Evaluation Committee to evaluate each of the criteria to be used in scoring the Technical component of the Proposal.

1. Company Declaration

Proposer must complete and submit Form CPD, Company Profile & Declaration for this section of its Proposal.

2. Qualifications of the Proposer

Proposer must complete and submit Form CQQ, Company Qualifications Questionnaire for this section of its Proposal.

Include in this section any and all experience complying with the American with Disabilities Act (ADA).

3. Experience of the Proposer

Proposer must complete and submit the following for this section of its Proposal.

- ✎ Provide three (3) references, where at least one (1) is from a government entity within the last three (3) years, in which the Proposer has installed, operated, maintained, and managed electric vehicle charging stations within the last five (5) years, including contact name, phone number and email address. ~~PHILLIPS COUNTY, MONTANA~~

4. Key Staff

Proposer must complete and submit Form KS, Proposer's Team and Key Staff, identifying all personnel to be used for the Project under the RFP and their experience for this section of its Response. Proposer must also provide an organizational chart of all personnel to be used for this Project if a Contract is awarded. A resume, not to exceed one (1) page, including education, experience, and any other pertinent information, shall be included for each proposal Team member to be assigned to this Contract.

5. Business Model and Fee Structure

Proposer must submit a business model as it relates to the specifications listed in this RFQ that is advantageous to both users and the Town for this section of its response. Proposer must also submit the fee structure that will be applied for user.

6. Cost and Revenue

Proposer shall describe all elements of revenue sharing using the "Cost and Revenue Proposal" Form.

If the Proposer proposes charging the public for use of electricity, the electric vehicle chargers must allow for point-of-sale transactions and revenue remittance to the Town. Proposer must also clearly describe the cost of energy per kWhr, how that price is calculated, and how it changes over time, and this shall be included in the "Cost and Revenue Proposal" form.

7. Approach and Methodology

Proposer must submit detailed information on how Proposer plans to accomplish the required specifications as listed in this RFQ, including detailed information, as applicable, which addresses, but does not need to be limited to implementation plan, projected timelines, phasing options, testing, and risk mitigation options for assuring project is implemented on time, etc.

8. Proposed Program

Proposer shall submit their own Proposed Program, if any, for this section of their response. Proposers shall have the flexibility to propose relevant information in regard to the Project, however, Proposed Program must include information on the following:

- Number of proposed charging stations per site location
- User fee structure
- Benefit for Town public vehicle usage (if any)
- Timeline for implementation
- Installation Plan
- Maintenance Plan

9. Financial Stability of Proposer

Proposer must provide the following documentation and be capable of meeting the insurance requirements listed in Section D16 of the RFP to be considered responsive to the RFP.

- a. Proposer's most recent certified financial statement together with a breakdown indicating the Working Capital Ratio, Balance Sheet, and Cash Flow Statement or 2 years of business income tax returns.
- b. Letter(s) from the insurance carrier stating that the Proposer is capable of meeting the insurance requirements contained in Attachment A. Sample insurance certificates are not an acceptable substitute.

10. Agreement Provisions

Provide comments on, and exceptions to the attached Agreement terms and conditions. Proposed changes to the Agreement must be returned to the Town in Microsoft Word format with comments reflected by "red-lining" the original document utilizing the tracking feature. The Microsoft Word document must be included in the Response in both printed format and electronically on a flash drive. The Town will only consider the identified comments and exceptions during negotiations. Where a proposal is returned without comments, it will be deemed that the Proposer has no comments or exceptions to the draft of the Agreement.

7. Forms

In addition to the Forms and documents identified elsewhere in the RFP the following Forms must be submitted:

- Form AK – Anti-Kickback Affidavit
- Form PEC – Public Entity Crime Affidavit
- Form NCA – Non-Collusive Affidavit
- Form COI – Conflict of Interest Affidavit
- Form PR – Public Relations Affidavit
- Form PRA- Public Records Affidavit
- Form CE – Contract Execution Form

E1.02. PROPOSAL SUBMISSION FORMAT

Proposals are to be prepared and submitted in the following format and in the stated order. Failure to comply with this format may adversely impact the evaluation of the Proposal. Part A is to be submitted in sealed envelope or box.

Part A - Technical component

1. Company Declaration
 - a. Form CPD – Company Declaration
2. Qualifications of Proposer
 - a. Form CQQ – Company Qualification Questionnaire
3. Experience of the Proposer
 - ↳ Three (3) references within the last five (5) years, one (1) being from a government entity within the last three (3) years.
4. Key Staff
5. Business Model and Fee Structure
6. Cost and Revenue
7. Approach and Methodology

8. Proposed Program
9. Financial Stability of the Proposer
 - a. Financial Statement or Tax Returns
 - b. Letter from Insurance Company
10. Agreement Provisions
11. Forms
 - a. Form AK – Anti-Kickback Affidavit
 - b. Form PEC – Public Entity Crime Affidavit
 - c. Form NCA – Non-Collusive Affidavit
 - d. Form COI – Conflict of Interest Affidavit
 - e. Form PR – Public Relations Affidavit
 - f. Form PRA – Public Records Affidavit
 - g. Form CE – Contract Execution Form

SECTION F. EVALUATION/SELECTION PROCESS

F1. PREPARATION REQUIREMENTS

F1.01. EVALUATION PROCEDURES

The procedure for response evaluation and selection is as follows:

1. Request for Proposals issued.
2. Receipt of Proposals.
3. Opening of Technical components and listing of all Proposals received.
4. Preliminary review of the Technical Proposals by Town staff for compliance with the submission requirements of the RFP, including verification that each Proposal includes all required documents.
5. Review by Town Staff to confirm that the Proposer's Team is qualified to render the required services according to State regulations.
6. The Evaluation Committee ("Committee"), appointed by the Town Manager, will meet to evaluate each responsive Proposal Technical component in accordance with the requirements of the RFP. At the Committee's option, the Proposers may be required to attend an interview session. The Committee may, at its sole discretion, shortlist the proposers and may invite only the shortlisted firms to an interview session.
7. Town staff will then calculate the total score of each Proposal and advise the Committee of each Proposal's combined score.
9. The Committee will form its recommendation of the most qualified Proposer(s) to the Town Manager inclusive of the ranking and scoring of the Proposals.
10. The Town Manager will review the Evaluation Committee's recommendation and make a his/her own recommendation to the Town Council for award, reject all Responses, or return the recommendation to the Committee for reconsideration. In the event of a tie the recommendation of the Town Manager will control. The Town Manager may submit a recommended Proposer or "short list" of a combination of a recommended Proposer and the "short list" to the Town Council.
11. As stated in the solicitation the Town Manager or designees may conduct negotiations with the highest ranked Proposer.
12. If the Town is unsuccessful in negotiating a Contract with the selected Proposer the negotiations with the Proposer may be terminated and the Town Manager will attempt to negotiate a Contract with the next highest ranked Proposer and so on.
13. The Town Council will make the final selection and award.

F1.02. EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

- | | |
|--------------------------------------------|-------------------|
| ➤ Qualifications of the Proposer | Maximum 10 points |
| ➤ Experience of the Proposer | Maximum 10 points |
| ➤ Business Model and Fee Structure | Maximum 10 points |
| ➤ Cost and Revenue | Maximum 30 points |
| ➤ Propose Program Approach and Methodology | Maximum 30 points |
| ➤ Financial Stability | Maximum 10 points |

Total Points: 100

F1.03. SOLICITATION SCHEDULE

Below is the anticipated schedule for this solicitation. Dates are subject to change at the sole discretion of the Town.

- Date Solicitation Issued: July 28, 2022
- Due Date for Submittals: August 22, 2022
- Due Diligence Period: August 22 – 26, 2022
- Evaluation Committee Meeting: August 29 – September 9, 2022
- Evaluation Committee Award Recommendation: September 9, 2022
- Intent to Award Issued: September 9 – 10, 2022
- Town Council Award Date: October 11, 2022

EXHIBIT A – CONTRACT 2022-16

ELECTRIC VEHICLE CHARGING STATIONS

2022-16



The Town of Miami Lakes Council:

**Mayor Manny Cid
Councilmember Tony Fernandez
Councilmember Jeffrey Rodriguez
Councilmember Marilyn Ruano
Councilmember Josh Dieguez
Councilmember Luis Collazo
Councilmember Carlos Alvarez**

**Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014**

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SECTION 1. GENERAL TERMS & CONDITIONS

1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid/Proposal/Submittal** means any offer, documents the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Request for Proposal ("RFP") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the RFP is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the RFP, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments, and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test, or

approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.

16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.
17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the RFP Contract price or time.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this RFP.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment, or services necessary to perform the Work.
26. **Submittal** means the documents prepared and submitted by the Bidder in response to this RFP.
27. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved unless a temporary certificate of completion has been issued.
28. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
29. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

30. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

1.02 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so, requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

1.03 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state, and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules, and regulations will apply.

1.04 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

1.05 SUBCONTRACTORS

Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure to include this form may result in the Bid being rejected as non-responsive.

1.06 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

1.07 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Project Manager may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager, or designee.

The Project Manager will not be responsible for the means, methods, techniques, sequences, or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

1.08 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

1.09 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

1.10 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated, or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent, or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

1.11 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

1.12 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

1.13 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

1.14 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely

affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.16 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations, or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

1.17 INTENTION OF THE TOWN

It is the intent of the Town to describe in the RFP the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an RFP will govern over the RFP.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;

4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

1.19 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.20 PURCHASE AND DELIVERY, STORAGE, AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

1.23 TAXES

Contractor must pay all applicable sales, consumer, use, and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

1.25 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.27 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
cobiellal@miamilakes-fl.gov

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During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

1.28 INDEMNITY & INSURANCE

1.28-1 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents, and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving, or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

1.28-3 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

1.28-4 INSURANCE

Contractor shall obtain, provide, and maintain during the term of the Agreement the following types and amounts of insurance as indicated on the Insurance Checklist which shall be maintained with insurers

licensed to sell insurance in the State of Florida and have a B+ VI or higher rating in the latest edition of AM Best's Insurance Guide. Name the Town of Miami Lakes as an additional insured on all liability policies required by this contract. When naming the Town of Miami Lakes as an additional insured onto your policies, the insurance firms hereby agree and will endorse the policies to state that the Town will not be liable for the payment of any premiums or assessments.

Any exceptions to these requirements must be approved by the Town Manager in accordance with the Finance Department.

Commercial General Liability: A policy including, but not limited to, comprehensive general liability, including bodily injury, personal injury, property damage, in the amount of a combined single limit of not less than \$1,000,000. Coverage shall be provided on an occurrence basis. The Town of Miami Lakes must be named as certificate holder and additional insured on policy.

- Worker's Compensation and Employer's Liability per the statutory limits of the state of Florida.
- Comprehensive General Liability (occurrence form), limits of liability \$1,000,000.00 per occurrence for bodily injury property damage to include premises/operation, products, completed operations and contractual liability. Contractual Liability and contractual indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specification.)
- Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles.

Worker's Compensation. A policy of Worker's Compensation and Employers Liability Insurance, in accordance with worker's compensation, laws as required per Florida Statutes.

Said policies of insurance shall be primary to and contributing with any other insurance maintained by Contractor or the Town, and shall name the Town of Miami Lakes, as an additional insured. No policy can be canceled without thirty (30) days prior written notice to the Town.

Contractor shall file and maintain certificates of all insurance policies with the Town's Finance Department showing said policies to be in full force and effect at all times during the course of the contract. Such insurance shall be obtained from brokers of carriers authorized to transact insurance business in Florida and satisfactory to the Town.

Evidence of such insurance shall be submitted to and approved by the Town prior to commencement of any work or tenancy under the proposed contract.

If any of the required insurance coverages contain aggregate limits or apply to other operations or tenancies of Contractor outside the proposed contract, Contractor shall give the Town prompt written notice of any incident, occurrence, claim settlement or judgment against such insurance which may diminish the protection such insurance affords the Town. Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

a. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must

specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

b. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.29 PUBLIC RECORDS

1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

c. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

d. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records.

Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS

1.30-1 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance and issued in accordance with provisions of the Town.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten percent (10%) inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

1.30-2 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

1.30-3 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts, and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.29-4, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 1.29-5.

Failure of Contractor to comply with Article 1.29-5, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

1.30-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.29-3 and 1.29-4 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.26 within the timeframe established in Article 1.29-4, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not to be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in

Articles 1.29-3, and Article 1.29-4. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

1.30-6 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

1.30-7 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation, or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

1.30-8 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article 1.30-3, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Project Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

1.30-9 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

1.30-10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

1.30-11 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

1.31 EARLY TERMINATION & DEFAULT

1.31-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

1.31-2 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;

4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. Termination for Default

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

1.31-3 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;

2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

1.31-4 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

1.31-5 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

1.32 EXECUTION IN COUNTERPARTS

This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

END OF SECTION

SECTION 2. SPECIAL TERMS & CONDITIONS

2.01 OVERVIEW

The Town of Miami Lakes (“Town”) is actively seeking proposals from qualified electric vehicle charging station distributors/operators/manufacturers to install, operate, and maintain electric stations in select locations in the Town at **NO COST** to the Town, in accordance with the terms, conditions, and specifications contained in the RFP.

Furthermore, the Town intends to enter into a contract to install, operate, and maintain self-service electric vehicle charging stations for public use in publicly owned parcels. The selected proposer will be required to implement a program that should enable the public to utilize electric vehicle charging stations. Services are expected to be available on a 24-hour, 365-day-a-year (full-time) basis with sufficient resources and personnel to support and maintain the program successfully.

2.02 BACKGROUND

The Town of Miami Lakes (“Town”) became the 31st municipality in Miami-Dade County. Known as one of the youngest cities in the County, Miami Lakes is home to approximately 30,000 residents and more than 1,700 businesses. Miami Lakes is located in Northwest Miami-Dade County, conveniently located just 16 miles North of Downtown Miami and 10 miles from Miami International Airport, the Town encompasses approximately 6.8 square miles. The official boundaries are NW 170th Street and the Palmetto Expressway (SR 826) to the North; NW 138th Street to the South; NW 57th Avenue (Red Road) to the East; and Interstate 75 to the West.

According to a recent study conducted by the Miami-Dade Transportation Planning Organization (TPO), Miami-Dade County is the most populous county in Florida with a population of approximately 2.58 million residents in 2015. The population in Miami-Dade County is expected to continue to grow to 3.5 million by the year 2045, representing a growth of 34 percent (34%). Moreover, the study projects that the Northwest Dade region (where Miami Lakes is located) will see the largest employment growth at 30.6 percent (30.6%) within the region. This projected growth in the number of residents and visitors of Miami-Dade County will increase demand and congestion on the transportation system. There, to keep growing beautifully, the Town of Miami Lakes desires to reduce the greenhouse gas (GHG) emission.

One of the primary goals for Miami Lakes is to be innovative, beautiful, and to support a high level of quality of life for its residents by bringing new environmental infrastructure. The Town is looking to provide accessibility and convenience for its residents. The project aligns with the Town’s adopted Strategic Plan Priority Area 4: Environmental Sustainability, Objective 4.7, and Initiative 4.7.1: build charging stations as an alternative energy source.

Furthermore, this project aligns with the Adopted Miami Lakes SMART Technology Implementation Plan Objective to Install Electric Vehicle Charging Stations within the Town. Moreover, this project will provide the necessary infrastructure to encourage more electric vehicle usage and ownership throughout the Town, reduce mobile source emissions and pollutants, and assist the Town in achieving universal environmental sustainability.

The final locations of the different electric vehicle charging stations throughout the Town will provide convenience and accessibility to the Town’s residents and employees and promote the use of electric vehicles as a sustainable action. Some of the already mentioned benefits to the Town are the improvement of the air quality within the municipal boundaries, quieter and more livable streets, and decreased dependency on fossil fuels. The Town foresees this program running in integration with other

initiatives currently pursued to offer different transportation modes while maintaining and achieving sustainable goals.

2.03 SPECIFICATIONS

Contractor must provide an electric vehicle charging station program which includes, at a minimum, the following networking capabilities, and benefits:

- A. Electric vehicle charging station infrastructure for AC level 2 and/or DC Fast Charge that is open to all drivers without requiring subscriptions on a 24-hour, 365-day-a-year (full-time) basis.
- B. Provide AC level 2 charging that transfers 240 volts (up to 19.2 Kw) of electricity from the electrical grid to vehicle batteries (recharging vehicles faster than AC level 1) and/or DC fast charging that transfers high velocity (typically 400-500 volts or 32-100 Kw, depending on the electrical current) of direct electricity to vehicle batteries, at the Proposer's cost.
- C. Financial stability to cover for ALL costs incurred related, but not limited to, electricity usage, capital equipment, installation, operation, and maintenance. Moreover, the economic sustainability to propose a business model that is advantageous to ALL parties, including residents, Proposer, and the Town for the benefit of utilizing parking spaces at strategical locations.
- D. Ability for drivers to find charging stations via web-enabled cell phones.
- E. Notification by SMS, text, on-app, and/or email when charging is complete.
- F. Authenticated access to eliminate energy theft.
- G. Authorized emergencies for safety where Proposer should provide a detailed account of their system's safety measures; user instructions; user preventative safety measures; and user instructions in case of emergencies.
- H. Remote monitoring and diagnostic for superior quality of service on a regular basis and/or as needed.
- I. Smart Grid integration for utility load management with future Vehicle-to-Grid (V2G) capabilities when feasible.
- J. Green House Gas savings calculations per vehicle.
- K. Comply with Miami-Dade County and Town of Miami Lakes Building and electrical codes.
- L. Comply with the American with Disabilities Act (ADA) accessible buttons, components, placement, distance, among others.
- M. Comply with relevant or local standard for electrical connectors, such as SAE Surface Vehicle Recommended Practice J1772, SAE Electric Vehicle Conductive Charge Coupler.
- N. Have network or internet addressable and be capable of participating in a demand-response program or time-of-use pricing to encourage off-peak charging.
- O. The equipment/components can be listed by Underwriters Laboratories (UL) or any Nationally Recognized Testing laboratory (NRTL) that meets the requirements of OSHA in 29CFR.1910.7 for the use of "Electric Vehicle Charging Stations."
- P. Ability to operate in extreme temperature conditions.

- Q. The capabilities to provide accessible and convenient infrastructure placement and accommodation so all users can take advantage of the service, including but not limited to, people with disabilities, elderly, etc.

2.04 LOCATIONS

Contractor shall install charging stations at the following locations:

- A. Town of Miami Lakes Government Center: 6601 Main Street, Miami Lakes, FL 33014
- B. Mary Collins Community Center: 15151 NW 82nd Avenue, Miami Lakes, FL 33014
- C. Miami Lakes Optimist Park: 6411 NW 162nd Street, Miami Lakes, FL 33014
- D. Royal Oaks Park: 16500 NW 87th Avenue, Miami Lakes, FL 33018

The Town reserves the right to add or remove locations to this list.

2.05 APPROACH, METHODOLOGY, AND IMPLEMENTATION

[SPACE RESERVED FOR SUCCESSFUL PROPOSER'S APPROACH, METHODOLOGY, AND IMPLEMENTATION PLAN]

2.06 BUSINESS MODEL AND FEE STRUCTURE

[SPACE RESERVED FOR SUCCESSFUL PROPOSER'S BUSINESS MODEL AND FEE STRUCTURE]

2.07 PREVENTATIVE MAINTENANCE

- A. All electric vehicle charging stations network shall be maintained on a quarterly basis and/or as needed. Contractor shall schedule a service visit within two (2) weeks after installation to ensure electric vehicle charging stations are in proper working condition.
- B. Proposer shall provide the Town a preventative maintenance schedule.
- C. Preventative maintenance is defined as repairs, parts, supplies, and labor required to bring charging stations to operational specifications, and includes the following, but is not limited to:
 - a. Conduct quarterly site visits and/or as needed. Preventative maintenance shall include inspection testing using an emulator device, cleaning, checking connector's wires and holster, and overall functionality of the stations.
 - b. Record and document damaged charging using digital photography.
 - c. Have trained technicians working on the charging stations at all times.
 - d. All non-working charging stations shall have visible signage identifying the station(s) as being "temporarily out of service" and decommission non-working stations until repairs are completed.
 - e. Decommission non-working charging stations until they are repaired. If charging stations are removed from site, all exposed wires shall be covered by junction box.

2.08 CUSTOMER SERVICE SUPPORT

- A. Contractor shall provide customer service support (telephone, web interface and/or e-mail) on a 24-hour, 365-day-a-year (full-time) basis and on a multi-language setting.
- B. Charging stations shall have visible signage identifying their customer service support (telephone, web interface and/or e-mail) and hours of operation. Signage costs are at the sole expense of the Contractor.

- C. If provided a phone number, it must be free of charge for customers to call as needed.

2.09 COMMUNICATION AND REPORTING

Contract shall provide the Contract Manager:

- A. An annual Preventative Maintenance schedule at the beginning of each Contract year.
- B. Weekly updates on all Standard and Emergency services that are in process and completed.

Reports shall include:

- a. Station location and address
 - b. Service date
 - c. Station status
 - d. Resolution
 - e. Date of scheduled repair
 - f. Date of completion
- C. Quarterly reports on maintenance and repairs. Reports are due on the 3rd day of every quarter and shall include:
 - a. Station location and address
 - b. Service date
 - c. Test Routines
 - d. Station Status
 - e. Resolution
 - f. Date of scheduled repair
- D. Metrics reports shall be provided to Town Staff on a regular basis for evaluation purposes. Items to be included, but not limited to, power consumption, energy use patterns, GHG emissions saved, etc.

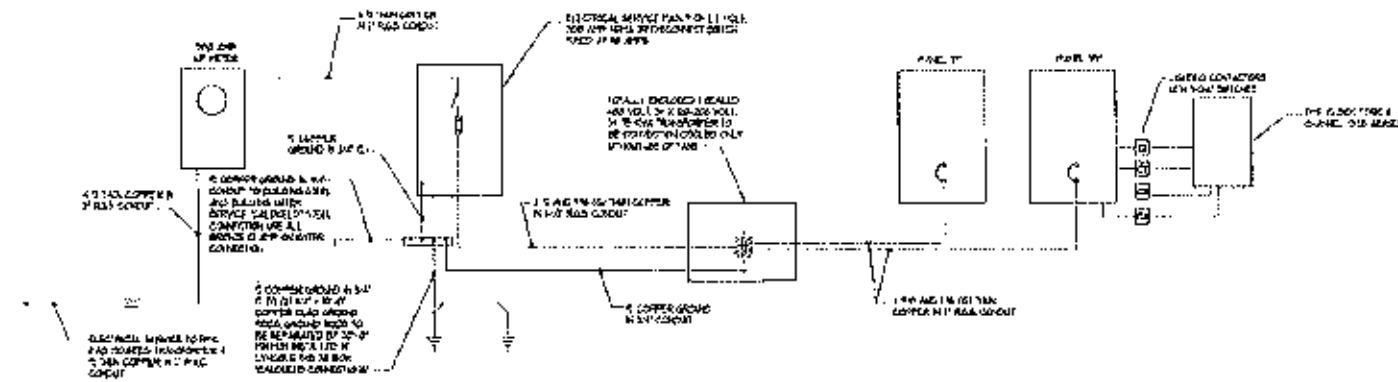
END OF SECTION

SIGNATURE PAGE FOLLOWS

EXHIBIT B – ELECTRICAL PLANS

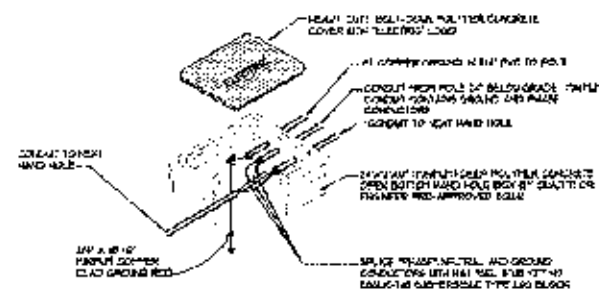
LOAD SUMMARY @ 400 VOLTS, 3 PHASES

PHASE 1	2.53A
PHASE 2	4.47A
TOTAL LOAD	43.07A
	31.47PS

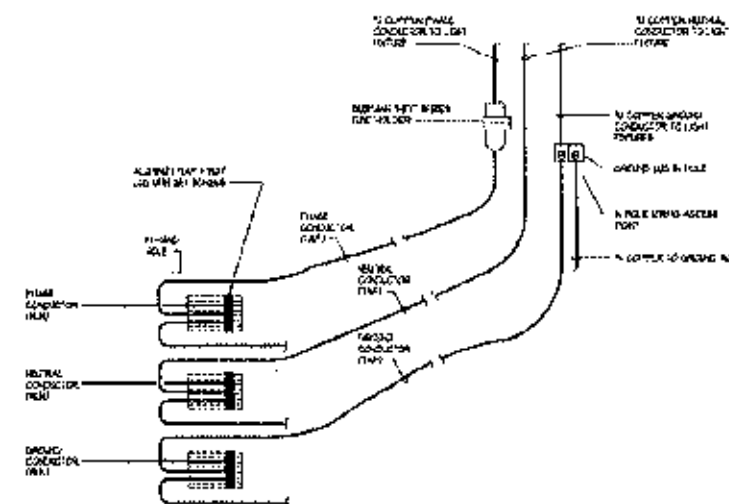


ELECTRICAL RISER
SIZE: NPS

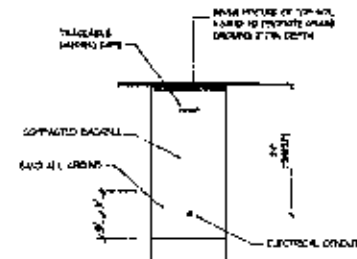
TOWN OF MAJULAKES
ELECTRICAL
REVIEWED
BY:
DATE: 11.31.13



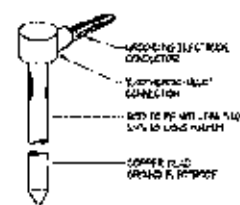
TYPICAL HAND HOLE BOX DETAIL - FIXTURE TYPES 51 & 52
SMALL FITS



SPlicing DETAIL - FIXTURE TYPES S1 & S2
SCALE: N.T.S. NOT TO SCALE NOT FOR CONSTRUCTION



TYPICAL TRENCH SECTION
SAG-NT5



CABLE TO GROUND ROD DETAIL
SCALE: 1/8" = 1'-0"

PANEL 1				SCHEDULE OF MATERIALS - BOARD WITH SUPPLIES FOR 100% OF WIRING BREAKERS										TOTAL	
QTY.	WIRE	COND.	SIZE	REMARKS	A	B	C	REMARKS	QTY.	WIRE	COND.	SIZE	REMARKS		
1	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
2	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
3	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
4	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
5	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
6	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
7	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
8	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
9	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
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14	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
15	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
16	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
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30	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
31	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
32	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
33	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
34	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
35	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
36	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
37	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
38	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
39	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
40	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
41	6	3	14	MILLER				REMARKS	10	14	3	14	REMARKS		
CONNECTED V-A PANEL 0				0000	0000	0000	0000	CONNECTED - LOAD	10000						
TOTAL WIRE PER 0				00	00	00	00								

PANEL: P1			NAME OF THE PANEL BOARD WITH CIRCULAR AND RECT. CIRCUIT BREAKERS				CIRCUIT NO.		CIRCUIT NO.	
NO.	TYPE	SIZE	DESCRIPTION	NO.	TYPE	SIZE	DESCRIPTION	NO.	TYPE	SIZE
1	2	30	GROUNDING BUS	1	2	30	GROUNDING BUS	1	2	30
2	2	30	GROUNDING BUS	2	2	30	GROUNDING BUS	2	2	30
3	2	30	GROUNDING BUS	3	2	30	GROUNDING BUS	3	2	30
4	2	30	GROUNDING BUS	4	2	30	GROUNDING BUS	4	2	30
5	2	30	GROUNDING BUS	5	2	30	GROUNDING BUS	5	2	30
6	2	30	GROUNDING BUS	6	2	30	GROUNDING BUS	6	2	30
7	2	30	GROUNDING BUS	7	2	30	GROUNDING BUS	7	2	30
8	2	30	GROUNDING BUS	8	2	30	GROUNDING BUS	8	2	30
9	2	30	GROUNDING BUS	9	2	30	GROUNDING BUS	9	2	30
10	2	30	GROUNDING BUS	10	2	30	GROUNDING BUS	10	2	30
11	2	30	GROUNDING BUS	11	2	30	GROUNDING BUS	11	2	30
12	2	30	GROUNDING BUS	12	2	30	GROUNDING BUS	12	2	30
13	2	30	GROUNDING BUS	13	2	30	GROUNDING BUS	13	2	30
14	2	30	GROUNDING BUS	14	2	30	GROUNDING BUS	14	2	30
15	2	30	GROUNDING BUS	15	2	30	GROUNDING BUS	15	2	30
16	2	30	GROUNDING BUS	16	2	30	GROUNDING BUS	16	2	30
17	2	30	GROUNDING BUS	17	2	30	GROUNDING BUS	17	2	30
18	2	30	GROUNDING BUS	18	2	30	GROUNDING BUS	18	2	30
19	2	30	GROUNDING BUS	19	2	30	GROUNDING BUS	19	2	30
20	2	30	GROUNDING BUS	20	2	30	GROUNDING BUS	20	2	30
21	2	30	GROUNDING BUS	21	2	30	GROUNDING BUS	21	2	30
22	2	30	GROUNDING BUS	22	2	30	GROUNDING BUS	22	2	30
23	2	30	GROUNDING BUS	23	2	30	GROUNDING BUS	23	2	30
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64	2	30	GROUNDING BUS	64	2	30	GROUNDING BUS	64	2	30
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76	2	30	GROUNDING BUS	76	2	30	GROUNDING BUS	76	2	30
77	2	30	GROUNDING BUS	77	2	30	GROUNDING BUS	77	2	30
78	2	30	GROUNDING BUS	78	2	30	GROUNDING BUS	78	2	30
79	2	30	GROUNDING BUS	79	2	30	GROUNDING BUS	79	2	30
80	2	30	GROUNDING BUS	80	2	30	GROUNDING BUS	80	2	30
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91	2	30	GROUNDING BUS	91	2	30	GROUNDING BUS	91	2	30
92	2	30	GROUNDING BUS	92	2	30	GROUNDING BUS	92	2	30
93	2	30	GROUNDING BUS	93	2	30	GROUNDING BUS	93	2	30
94	2	30	GROUNDING BUS	94	2	30	GROUNDING BUS	94	2	30
95	2	30	GROUNDING BUS	95	2	30	GROUNDING BUS	95	2	30
96	2	30	GROUNDING BUS	96	2	30	GROUNDING BUS	96	2	30
97	2	30	GROUNDING BUS	97	2	30	GROUNDING BUS	97	2	30
98	2	30	GROUNDING BUS	98	2	30	GROUNDING BUS	98	2	30
99	2	30	GROUNDING BUS	99	2	30	GROUNDING BUS	99	2	30
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Project No. 1118

B A 5, U 1, F, C

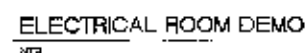
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GIL-McGRAW ARCHITECTS, L.L.P.
1100 MARKET STREET, SUITE 1000, PHILADELPHIA, PA 19104
TEL: 215-592-1000 FAX: 215-592-1001
WWW.GILMCGRAW.COM

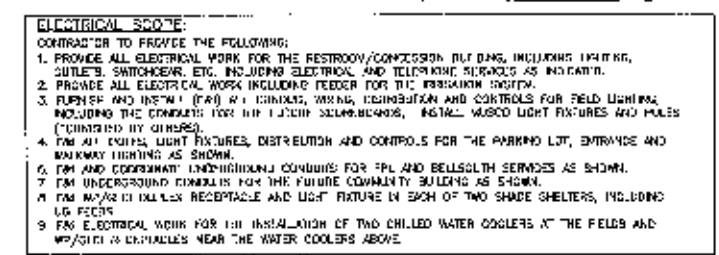
**NEW LUTHERS FOR
MIAMI LAKES OPTIMIST PARK**
JOHN OF MIAMI LAKES
CALL FOR LEAD OFFER
MIAMI LAKES, FLORIDA 33133



• Y4RU THE CLOCK



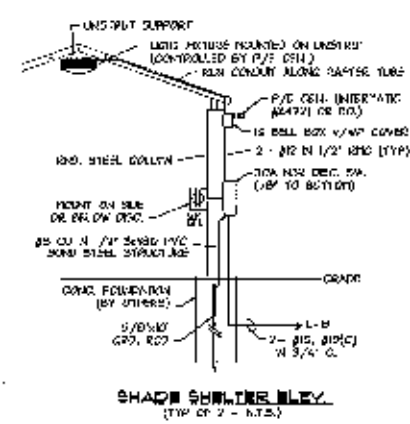
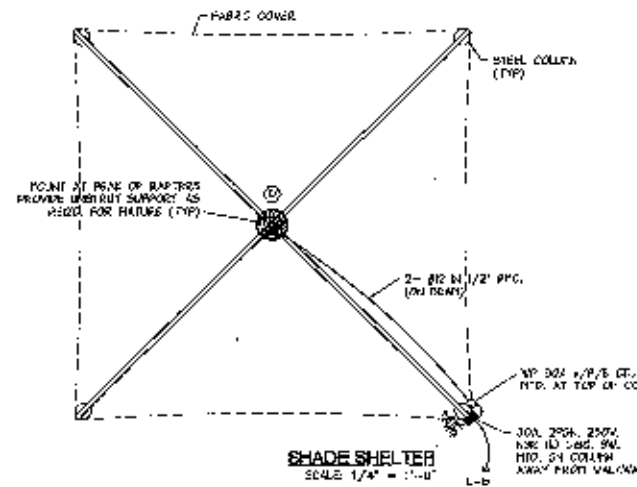
SHEET TITLE
SITE
ELECTRIC
PLAN
SHEET NUMBER
E-1



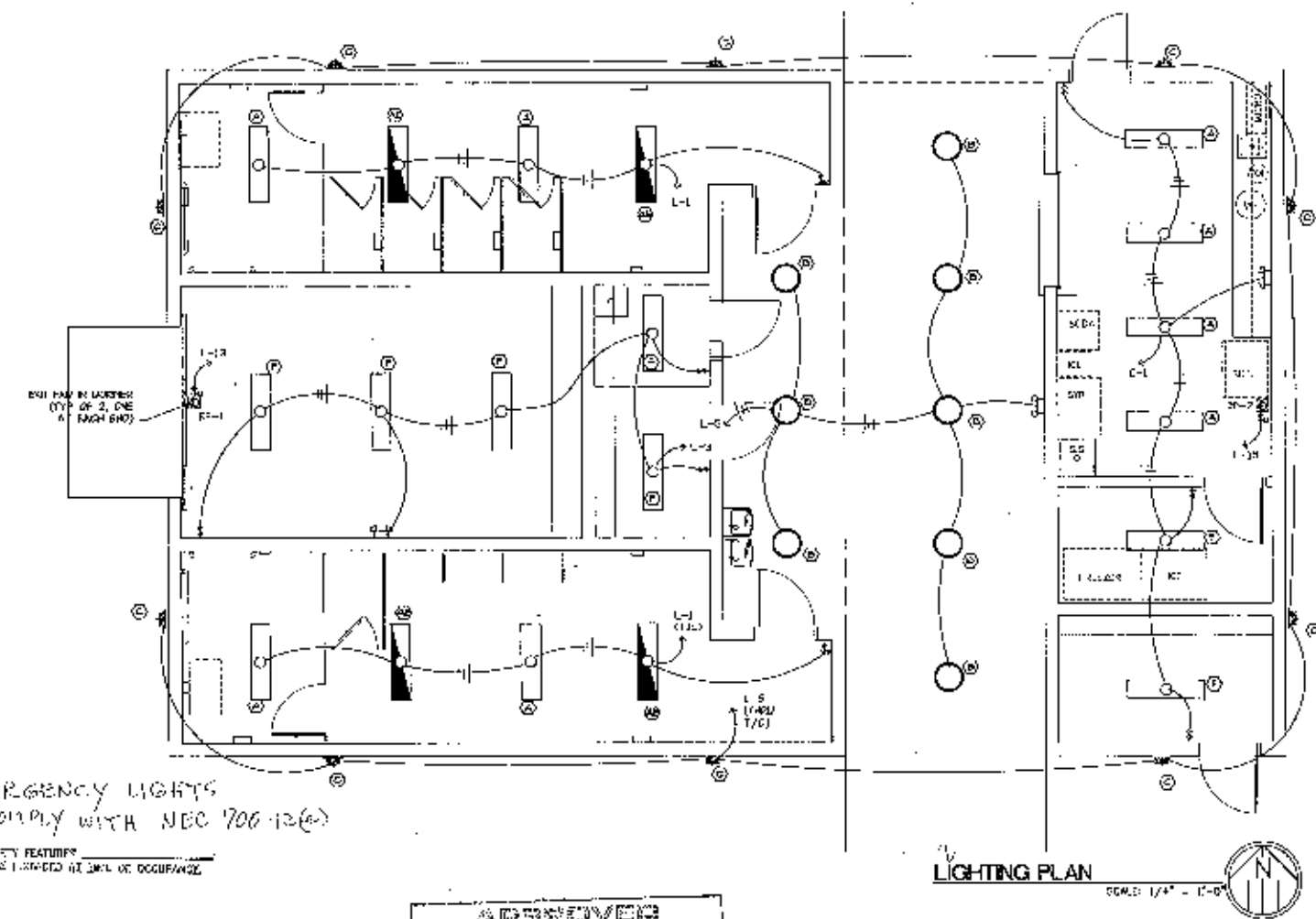
FILED
07/02/04
CLERK

GENERAL ELECTRICAL NOTES:

1. ELECTRIC RIMS SHOWN ARE OVERLAPPING. ACTUAL RIMSING SHALL BE COORDINATED WITH FIELD CONDITIONS AND OTHER TRADES. DO NOT SCALE ELECTRICAL DRAWINGS.
2. ALL CONDUITS SHALL BE 1/2" MINIMUM ABOVE GRADE (3/4" BELOW GRADE) UNLESS OTHERWISE NOTED (UON).
3. ALL WIRE SHALL BE THIN/THIN COPPER, MINIMUM SIZE #12 (UON).
4. ALUMINUM CONDUCTORS ARE NOT PERMITTED.
5. HANDPLATES SHALL BE PROVIDED AT ALL MAINS AND SWITCHES AND OTHER CONTROL DEVICES WHERE THE LOAD CONTROLLED IS NOT EASILY APPARENT.
6. CONTRACTOR SHALL BALANCE LOADS ACROSS ALL SYSTEMS. LOADS SHALL BE ON SHARED PHASE 2-MINUTE SYSTEMS. DO NOT CARRY CIRCUIT NUMBERS WITHOUT ENGINEER'S PERMISSION.
7. ALL MATERIALS, EQUIPMENT AND INSTALLATIONS SHALL COMPLY WITH THE LATEST EDITION OF THE FLORIDA BUILDING CODE (FBC) AND THE 2002 NATIONAL ELECTRICAL CODE (NEC).
8. ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED AND INSURED ELECTRICAL CONTRACTOR. CONTRACTOR SHALL PROVIDE EVIDENCE OF PROPERLY OBTAINED AND PUBLIC LIABILITY INSURANCES.
9. CONDUITS SHALL BE RUN CONCEALED IN ALL FINISHED AREAS. EXPOSED CONDUITS SHALL BE RUN NEAT AND OTHER PARALLEL OR PERPENDICULAR TO WALLS & CEILINGS.
10. EMT MAY BE USED ABOVE GRADE AND OUT OF WEATHER WHEN PERMITTED BY CODE. EMT IN PVC MAY BE USED UNDERGROUND (UG), WHERE NOT SUBJECT TO PHYSICAL DAMAGE, THAT OR REMAINS.
11. EXPOSED EXTERIOR CONDUIT SHALL BE RIGID METAL (RMC) OR INTERMEDIATE METAL CONDUIT (IMC). SCH 40 EMT MAY BE USED UNDERGROUND NOT SUBJECT TO PHYSICAL DAMAGE.
12. ALL EXPOSED TRANSITIONS FROM UNDERGROUND PVC SHALL BE RVC OR IMC CONDUIT FROM 10" BELOW GRADE INCLUDING 10 FEET.
13. ALL ELECTRICAL EQUIPMENT ENCLOSURES SHALL BE ACCESSIBLE ONLY TO AUTHORIZED PERSONNEL.
14. DETAIL ENGINEERS' APPROVAL PRIOR TO PENETRATING STRUCTURAL MEMBERS.
15. IN THE EVENT FIELD CONDITIONS DIFFER FROM CONTRACT DOCUMENTS, FIELD CONDITIONS SHALL PREVAIL.
16. THE CONTRACTOR SHALL IMMEDIATELY REPAIR ANY DAMAGE CAUSED TO EXISTING FACILITIES.
17. N.E.C. ITEMS SPECIFICALLY REQUIRED FOR A COMPLETE AND OPERATING SYSTEM NOT SPECIFICALLY CALLED FOR ON THE DRAWINGS OR IN THE SPECIFICATIONS SHALL BE PROVIDED BY THE CONTRACTOR AT NO EXTRA COST TO THE OWNER. (CUTS, BOLDS, MASONRY ANCHORS, CONDUIT AND CLAMP, SUPPORTS, HILLING, WELDING, SOLDERING, DRAINAGE SERVICE, ETC.)
18. PROVIDE ALL SODDING AND EQUIPMENT PER ARTICLE 250 (NEC).
19. ANY EXISTING RECEPTACLES SHOWN ON THESE PLANS SHALL BE 20 AMP, 50% WIRE WITH W/ ENCLOSURES WITH COVER PER NEC (406.5)(6).
20. ALL DISCONNECT SWITCHES SHALL BE SIZED FOR THE LOAD SHOWN AND SHALL BE HP RATED, HEAVY DUTY (UON).
21. ALL MAINS SHALL BE EQUIPMENT LIMITED (ULC). USE TWO ONLY FOR MOTOR CIRCUITS AND NON-MOTOR MAINS.
22. VERIFY EQUIPMENT RATING WHEN HELPING RATINGS FOR ALL EQUIPMENT PRIOR TO CONSTRUCTION.
23. CLOSELY COORDINATE ALL SERVICE ENTRANCE WORK WITH ELECTRIC UTILITY COMPANY.
24. CLOSELY COORDINATE TELEPHONE SERVICE WORK WITH TELEPHONE UTILITY COMPANY.
25. UPON COMPLETION OF WORK, CONTRACTOR SHALL FULLY INSTRUCT OWNER'S REPRESENTATIVE IN COMPLETE OPERATION OF ALL ELECTRICAL SYSTEMS.
26. CONTRACTOR SHALL GUARANTEE ALL MATERIALS AND WORKMANSHIP FOR A MINIMUM OF ONE YEAR FROM DATE OF ACCEPTANCE.
27. PROVIDE A FUSE HOLDER AND FUSE IN THE PRIMARY SIDE OF EACH INDIVIDUAL CONDUIT OR ALL BUSWAYS.
28. MOUNTING HEIGHTS FOR WALL DEVICES SHALL BE IN GENERAL (UON) OR AS REQUIRED BY A.C.A. RECEPTABLES, TELEPHONES, CANS & DATA CABLES AT 18" TO CENTER (UON). SWITCHES, WALL HALL LAMPS & E/FULL STATIONS AT 48". REFRIGERATOR RECEPTABLES AT 60". WALL LIGHTS ABOVE SINKS AT 70". 1/4" LAMPS & SINKS AT 80". ABOVE COUNTER RECEPTABLES AT 5" ABOVE COUNTER.
29. ALL UNDERGROUND CONDUITS SHALL BE JACKETED WITH A MINIMUM OF 16" COVER. RFL SERVICES AND ANY OTHER SHALL BE 24" MINIMUM.
30. DISTANCE BETWEEN PULL BOXES SHALL NOT EXCEED 100' AND MAY BE INSTALLED WHERE REQUIRED BY CONTRACTOR FOR EASE OF INSTALLATION.
31. ALL METAL JUNCTION BOXES AND PULL BOXES SHALL BE GROUNDING.
32. ALL ABOVE GROUND W/ JUNCTION BOXES SHALL BE GALVANNEUM W/ BOX OR.
33. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AND LOCATE ALL EXISTING UTILITIES INCLUDING: FLEETING WATER, TELEPHONE, CABLE, WATER, SEWER, GAS, FIBER/OPTIC CABLES, REMAINING OR ANY EXISTING TO SYSTEM PRIOR TO ANY EXCAVATIONS.
34. "TRENCHES" SHALL BE BACKFILLED AND TAMPED TO ORIGINAL DENSITY.
35. RESTORE ALL EXCAVATED & TRENCHED AREAS TO ORIGINAL CONDITIONS, INCLUDING SOIL, PAVING, PLANTINGS, ETC.
36. BEFORE FINAL PAYMENT THE CONTRACTOR SHALL PROVIDE TO THE OWNER A COMPLETE SET OF AS-BUILT DRAWINGS. THESE DRAWINGS SHALL INCLUDE MEASUREMENTS OF ALL CONDUITS AND PULL BOXES MEASURED TO PERMANENT STRUCTURES OR LANDMARKS.
37. ALL W/DO LAMPS SHALL INCLUDE MINIMUM 1 YEAR WARRANTY.
38. SUBMIT SHOP DRAWINGS SEALED BY A FLORIDA REGISTERED ENGINEER ON ALL EXISTING STANDARDS, CHANGING STANDARDS TO WITHSTAND 145 MPH WIND TYPING P.L.C. (GRADE 2) WITHOUT DAMAGE.
39. IN THE EVENT THAT LIGHTING STANDARDS TO BE INSTALLED CONFLICT WITH EXISTING FACILITIES OBTAIN ENGINEER'S APPROVAL PRIOR TO INSTALLATION.



SCALE: 1/4" = 1'



LIGHTING FIXTURE SCHEDULE				
TYPE	MANUFACTURER / MODEL	POORING	LAMP	VOLT / REMARKS
A	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
B	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
C	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
D	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
E	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
F	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
G	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
H	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
I	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
J	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
K	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
L	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
M	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
N	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
O	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
P	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
Q	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
R	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
S	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
T	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
U	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
V	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
W	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
X	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
Y	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT
Z	RECESSED IN SLAB (UON) (UON)	SURFACE	(2) F32	100 VARIAB. RESISTANT

EMERGENCY LIGHTS
TO COMPLY WITH NEC 706.12(6)

LIFE SAFETY FEATURES
SHALL BE INSTALLED AT TIME OF OCCUPANCY

APPROVED FOR
DATE: 7/24/04 BY: [Signature]

LIGHTING PLAN
SCALE: 1/4" = 1'



RECREATIONAL
DESIGN AND
CONSTRUCTION, INC.
3800 North Pineapple Road
Ft. Lauderdale, FL 33309
Voice: 954-680-8880
Fax: 954-680-3335



ROYAL OAKS PARK - PHASE I
TOWN OF MIAMI LAKES, FLORIDA

PROJECT NUMBER
1816-106
FILES:
DRAWN: J.V.J.
REVIEWED: J.V.J.
CHECKED: J.V.J.

DATE: 07-02-04

ISSUE/REVISIONS

NO.	DESCRIPTION

SHEET TITLE

BUILDING
LIGHTING
PLAN

SHEET NUMBER

E-3

[illegible]

EXHIBIT C – OTHER EXHIBITS/FORMS



Company Profile and Declaration

Solicitation Name: _____

Solicitation Number: _____

Submitted By: _____

(Respondent Firms' Legal Name)

(Respondent D/B/A Name, if used for this Project)

(Name and Title of Officer Signing the Submittal for the Respondent)

(Contact Name, if different from Officer)

(Street Address)

(City/State/Zip Code)

(Email Address)

(Phone Number)

Declaration

I, _____ hereby declare that I am the
Print Name

_____ of _____,
Title Name of Company

the ("Respondent") submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFP are, to the best of my knowledge, true, accurate, and complete as of the submission date.



The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFP issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFP and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFP Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFP;
5. Respondent certifies that it meets the minimum qualification requirements set forth in the RFP.
6. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
7. All statements, information and representations prepared and submitted in response to the RFP are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identified in this RFP to independently verify the information provided in the Submittal;
8. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
9. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFP;
10. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
11. Respondent has had no contact with Town personnel regarding the RFP, the Project or evaluation of Submittals in response to this RFP. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
12. The pricing, rates or fees proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law,



the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;

13. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFP; and
14. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in _____ County, State of _____ on 20____.

Signature

Print Name

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature

Print Name

(Notary Seal/Stamp)



Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

- a. Professional Licenses/Certifications (include name and license #)* Issuance Date

_____	_____
_____	_____
_____	_____
_____	_____

(*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ Other

If other, please describe the type of company: _____

- a. FEIN/EIN Number: _____

- b. Dept. of Business Professional Regulation Category (DBPR): _____

- i. Date Licensed by DBPR: _____

- ii. License Number: _____

- c. Date registered to conduct business in the State of Florida: _____

- i. Date filed: _____

- ii. Document Number: _____

- d. Primary Office Location: _____

- e. What is your primary business? _____

(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

3. Company Ownership

a. Identify all owners or partners of the company:

Name

Title

% of ownership

b. Is any owner identified above an owner in another company? ☐ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership



- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: _____
- b. Total No. of Managerial/Admin. Employees: _____
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

5. Employer Modification Rating: _____

6. Insurance & Bond Information:

- a. Insurance Carrier name & address:



b. Insurance Contact Name, telephone, & e-mail:

c. Insurance Experience Modification Rating (EMR): _____
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: _____

7. Have any lawsuits been file against your company in the past 5 years? ☐ Yes ☐ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

8. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☐ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

9. Have any Key Staff or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any Key Staff or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☐ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

10. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☐ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

11. Has the Proposer or any of its principals failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☐ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

12. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☐ No

13. In a separate attachment, provide a list of all desk reviews of field reviews performed by Federal or State agencies within the past five (5) years including information on the result of each review, the review's current status, and whether any disciplinary action has been taken against the Proposer as a result of these reviews.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

By: _____
Signature of Authorized Officer

Date _____

Printed Name _____



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for RFP 2021-0001 for Electric Vehicle Charging Stations

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: _____

Name of Project: _____

Scope of Work: _____

Initial Value of Contract: \$_____ Is contract still active? ☐ Yes ☐ No

Final Contract Value: \$_____

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

Number of Change Orders: _____ Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor in the future? ☐ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of Owner: _____

Name of individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ E-mail: _____

Sincerely,

Nathalie Garcia
Procurement Manager



Proposer's Team & Key Staff
Key Staff Table

1. Proposer shall complete the following chart with its proposed Key Staff, identifying personnel to be used for this Project under the RFP. If additional space is required, use a duplicate page and attach to this form.

Name	Job Title	Years with Proposer	Licenses & Certifications

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

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

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

NON-COLLUSIVE AFFIDAVIT

State of _____ }
 } SS:
County of _____ }

_____ being first duly sworn, deposes and says that:

- a) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____

Witness

(Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, ____.

My Commission Expires:

Notary Public State of Florida at Large

CONFLICT OF INTEREST AFFIDAVIT

State of _____ }
County of _____ } SS:
County of _____ }

_____ being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

By: _____

Witness _____

Witness (Printed Name)

(Title)

BEFORE ME, the undersigned authority, personally appeared _____ to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this _____ day of _____, _____.

My Commission Expires:

Notary Public State of Florida at Large

Form COI

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (print): _____

Authorized representative (signature): _____ Date: _____



PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: _____

Solicitation No.: _____

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
-----------	------------	--------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
-----------	------------	--------------

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Authorized Signature

Date:

Print Name

Title: