ITEM 10Q

To:	Honorable Mayor and Village Council	Date:	September 19, 2016
From:	Edward Silva, Village Manager	Re:	Coral Reef Park – Public Restroom Facility UP No. 1516-12-009

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF TEQUESTA CONSTRUCTION SERVICES GROUP, INC. AS THE MOST RESPONSIVE BIDDER IN PROVIDING THE DESIGN AND BUILD REST ROOM FACILITY AT CORAL REEF PARK; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS FOR THOSE SERVICES UNDER UP-1516-12-009 WITH TEQUESTA CONSTRUCTION SERVICES GROUP, INC., FOR THE DESIGN AND BUILD OF A NEW RESTROOM FACILITY AT CORAL REEF PARK; AND PROVIDING FOR AN EFFECTIVE DATE. (Sponsored by Administration)

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay, Florida, received an unsolicited proposal from a qualified firm for the design and build of a new restroom facility at Coral Reef Park. On July 22, 2016 the Village released notice of receipt of Unsolicited Proposal for the design and build of a restroom facility at Coral Reef Park and noticed UP-No. 1516-12-009, accepting alternative proposals for these services until August 12, 2016. On August 12, 2016 the Village received a total of four proposals in response to UP-No. 1516-12-009. After careful review, Tequesta Construction Services Group was determined to be the most responsive and qualified firm. The Village of Palmetto Bay desires to enter into an open discussion to negotiate a contract with Tequesta Construction Services Group, Inc. The contract recommendation shall be brought back to the Mayor and Council for final action.

FISCAL/BUDGETARY IMPACT:

It is projected that the funds will be shared with the "Recreational Trails Program Project Grant" - 60% by grant and 40% by the Village of Palmetto Bay.

RECOMMENDATION:

Approval of this item is recommended.

RESOLUTION NO. 2016-_____

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF TEQUESTA CONSTRUCTION SERVICES GROUP, INC. AS THE MOST RESPONSIVE BIDDER IN PROVIDING THE DESIGN AND BUILD REST ROOM FACILITY AT CORAL REEF PARK; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS FOR THOSE SERVICES UNDER UP-1516-12-009 WITH TEQUESTA CONSTRUCTION SERVICES GROUP, INC., FOR THE DESIGN AND BUILD OF A NEW RESTROOM FACILITY AT CORAL REEF PARK; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, the Village of Palmetto Bay, Florida, received an unsolicited proposal from a qualified firm for the design and build Restroom Facility at Coral Reef Park; and

WHEREAS, on July 22, 2016 the Village released notice of receipt of Unsolicited Proposal for Coral Reef Park – Restroom Facility and noticed UP-No. 1516-12-009, accepting alternative proposals for these services until August 12, 2016; and

WHEREAS, on August 22, 2016 the Village received a total of four proposals, in addition to the original submission, response to UP-No. 1516-12-009; and

WHEREAS, Tequesta Construction Services Group was determined to be the most responsive and qualified firm as determined by the Manager's Recommendation attached as Exhibit A; and

WHEREAS, the Mayor and Council desire to authorize the selection of Tequesta Construction Services Group, Inc. and authorize the Village Manager to enter into contract negotiations with Tequesta Construction Services Group, Inc. for the design and build of a restroom facility at Coral Reef Park.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:

Section 1. The Village Council hereby approves the selection of Tequesta Construction Services Group Inc. for the design and build of a restroom facility at Coral Reef Park pursuant to UP No. 1516-12-009.

Section 2. The Village Manager is hereby authorized to enter into contract negotiations with Tequesta Construction Services Group, Inc.

Section 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and **ADOPTED** this ____ day of September, 2016.

Attest: _____ _____

Missy Arocha
Village Clerk

Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____

Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Karyn Cunningham _____

Council Member Tim Schaffer _____

Council Member Larissa Siegel Lara _____

Vice-Mayor John DuBois _____

Mayor Eugene Flinn _____

EXHIBIT A

Village of Palmetto Bay
Procurement Division - Village Manager's Office
RECOMMENDATION TO AWARD

To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 9/7/2016

UP#: 1516-12-009 **Item/Service:** Coral Reef Park - Public Restrooms

Attached please find the score tabulation sheet with all the proposers that took part of this open bid.

I. Procurement Comments:

During the examination process of this UP, the lowest bidder was granted the recommendation based on value of project and credentials.

II. Recommendation:

a. Which bid is being recommended to proceed to Award? Tequesta Construction Services Group

b. Does the response being recommended to proceed to award meet the specifications as per the request and as advertised? Yes _X___ No ___

If No, is the variance considered: Minor ____ Major _

c. Is the recommendation the lowest bid received? Yes __X__ No ____

The results of the recommendation are attached.

III. Procurement Action/Recommendation(s):

Based on the results of the tabulation sheet, I recommend to the Village Manager to Award Tequesta Construction Services Group and present selection to the Council for approval of selection and continue on to Contract approval.

IV. Recommendation Approval:

Acceptance to Move Forward with the Intent to Award

Mr. Edward Silva, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

EXHIBIT B

UNSOLICITED PROPOSAL REQUIREMENTS
Village of Palmetto Bay
9705 East Hibiscus Street

TITLE:

Notice of Receipt – Unsolicited Proposal for **Coral Reef Park – Public Restroom Facility**

UP NO.:

1516-12-009

DUE DATE:

Friday, August 12th, 2016 at 3:00pm (Municipal Building)

ISSUED:

Friday, July 22nd, 2016

ISSUED BY:

Procurement Specialist
Litsy C. Pittser
Procurement Division
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
305-259-1234
LPittser@palmettobay-fl.gov

VILLAGE OF PALMETTO BAY
PUBLIC NOTICE
Notice of Unsolicited Proposal

Coral Reef Park – Public Restroom
UP No. 1516-12-009

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay, Florida, a Municipal corporation of the State of Florida, has received an unsolicited proposal from a qualified firm and will accept alternative proposals for the these Services until August 12th 2016 by no later than 3:00pm EDST.

Persons or entities wishing to submit alternative proposals for the Services ("Proposers") may do so by delivering sealed proposals to: Village of Palmetto Bay, Procurement Department, Attn: Litsy C. Pittser, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Each sealed proposal submitted should be clearly marked on the outside: "Sealed Proposal – Coral Reef Park – Public Restroom"

All proposals must be timely submitted no later than 3:00 pm Friday, August 12, 2016, together with the additional submission requirements required by the Village of Palmetto Bay, as provided in the documents located on the Village's website, as noted below. Any proposal received after 3:00 pm on August 12th, 2016 will not be opened nor considered. Responsibility for submitting timely proposals rests solely with Proposers; the Village will not be responsible for any delays caused by mail, courier service or other occurrence.

Proposals will be ranked by order of preference by the Village, which include but are not limited to, experience in the construction of this type of public facility, time line to complete the project, and cost. Download the documents by going to our website www.palmettobay-fl.gov, on the right hand side of the webpage, under "Information", select "Bids & RFPs". Click Vendor Registration to register in the Village's system. Under "Quick Links" on the "Bids & RFPs" page, click the "Open RFPs/Bids/RFQs" to download the document. You will be notified of any addenda to the document, which will be downloadable from the website.

The Village reserves the right to reject any or all proposals, to award and negotiate a comprehensive agreement with the firm whose proposal best serves the interest of the Village. Nothing contained herein shall be interpreted as an obligation or binding agreement by the Village regarding the Services.

The Village's Cone of Silence shall be in effect during the procurement process in accordance with Section 2-138 of the Village of Palmetto Bay Code. All communications regarding the Project shall be addressed in writing via email to Lpittser@palmettobay-fl.gov; Litsy C. Pittser., Procurement Specialist.

All proposals received in response to this Notice will become the property of the Village of Palmetto Bay and will not be returned. Such proposals and related information shall be subject to applicable provisions of the Florida Public Records Law.

SECTION 100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Proposal Requirements Document (UP) is issued by the Village of Palmetto Bay, Florida (the "Village"), notifying interested parties that it has received an unsolicited proposal. The Village of Palmetto Bay (the "Village") will accept other Proposals from qualified firms to deliver the Project based on this UP.

All correspondence to this unsolicited proposal shall be emailed to Litsy C. Pittser, procurement specialist at LPittser@palmettobay-fl.gov. An addendum will be prepared and forwarded to the companies that are interested in submitting their proposals.

2. BACKGROUND.

The Village of Palmetto Bay (Village) is soliciting proposals for the design and construction of a public restroom in Coral Reef Park. The objective of this project is to create a 338 sqft, ADA accessible public bathroom to be constructed using standard CMU block construction practices with stucco cladding (color to be determined). The structure of the building and foundation system is to be determined by a structural engineer. All work shall comply with the FBC (2014)-5th Edition, all applicable local and state codes, ordinances, and regulations and National Electric Code (OSHA). A metal roof is to be used matching the style and design of other metal roof buildings in the park (color to be determined). Sufficient ventilation of all spaces is required. (Please refer to Exhibit 1 for rendering drawings).

3. SCOPE. The scope of the Project contemplates a full "turn-key" delivery approach that consists of and includes the design, construction of the Project. (Please refer to exhibit 1 for architectural rendering). The restroom will include the following:

Project: ADA Accessible Restroom Facility

Location: Coral Reef Park (7895 SW 152nd Street, Palmetto Bay)

Site: Please refer to location map as "Exhibit 2"

Purpose: The objective of this project is to create a 338 sqft., ADA accessible public restroom facility. The building overall dimensions are 26'-4" wide by 20'-0" tall. This building must connect to the existing (concrete) pathway located to the west of the building.

Components:

(4) Restroom Stalls
    (2) Handicapped accessible stalls
    (2) Standard Stalls

(4) Toilets (High Efficiency Model)
(6) Sinks
(1) Water Fountain – attached to the outside the restroom building
(2) Exterior Metal Doors
(2) Interior Doors (Storage)

Exterior:

(1) Concrete slab connecting to existing pathway

Additional Description:

Restroom facility is to be constructed using standard CMU block construction practices with stucco cladding (color to be determined). The structure of the building and foundation system is to be determined by a structural engineer. All work shall comply with the FBC (2014) – 5th Edition, all applicable local and state codes, ordinances, and regulations, National Electric Code (OSHA). A metal roof is to be used to matching the style and design of the existing metal roof buildings in the park (color to be determined). This building must connect to existing (concrete) pathway located to the west of the front of the building.

Timeline: Project will need to be completed no later than March 31, 2017.

4. PROPOSAL DUE DATE. Proposals are to be received on or before 3:00 p.m. on August 12th, 2016. Any Proposal received after the deadline established for receipt of Proposals will be considered late and not be accepted or will be returned to Proposer unopened. The Village does not accept responsibility for any delays caused by mail, courier service or other occurrence.

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

Procurement Contact:	Telephone:	Email:
Litsy C. Pittser	**305-259-1234**	**LPittser@Palmettobay-fl.gov**

The Unsolicited Proposal (UP) title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than five (5) calendar days prior to the date Proposals are due. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

8. DETERMINATION OF AWARD. Proposals will be ranked in order of preference by the Village in accordance with the following criteria:

(1) The ability, capacity and skill of the Proposer to perform the contract.
(2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
(3) Quality of the materials being used
(4) References related to similar jobs or magnitude (requesting at least 3)
(5) Project costs

9. AWARD. The Village will review all the proposals and score them by referencing Section 100 of this Unsolicited Proposal. The proposals will be shortlisted. Those Proposers will be notified to bring forth their own preliminary drawings. Once reviewed, the Village will then make the recommendation to the Village Manager.

10. CONE OF SILENCE. Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:
https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein.

Communication between a potential vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein

Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

11. Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

12. Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Proposer is awarded.

13. Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

14. Litigation

All Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or sub-Contractor has been involved in within the last three (3) years.

15. Sub-Contractor

If any Proposer submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting Contractor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

16. Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals or sub-contractor. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

17. Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this UP shall be new. The item requirements for this "UP" must be new, the latest model, of the best quality, and highest grade workmanship.

18. Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:
https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

19. Force Majeure

The performance of any act by the Village or Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, and rebellion. If the condition of force majeure exceeds a period of 120 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

20. Work Delays

Should the Proposer be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Village and the Proposer. In the event that there is insufficient time to grant such extensions prior to the completion date of the contract, the Village may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

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

22. Costs Incurred By Proposers. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the Village.

23. Relationship to the Village. It is the intent of the Village, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the Village.

24. Mistakes. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this UP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

25. Default: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the Village Council, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the Village and may be grounds for removing the Proposer from the Village of Palmetto Bay's vendor list.

26. Manner of Performance. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the Village any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

27. Special Conditions. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

28. Assignment. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her power to execute such contract, to any person, company or corporation, without the prior written consent of the Village.

29. Laws, Permits and Regulations. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

30. Conflict of Interest. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

31. Modification/Withdrawals of Proposals. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

32. Exceptions to the Unsolicited Proposal (UP). Proposers must clearly indicate any exceptions they wish to take to any of the terms in this (UP), and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the Unsolicited Proposal to which Proposer took exception to (as said term and/or condition was originally set forth on the (UP).

33. Supplemental Information. Village reserves the right to request supplemental information from Proposers at any time during the (UP) solicitation process, unless otherwise noted herein.

34. NO WARRANTIES OR REPRESENTATIONS BY THE VILLAGE. Any information provided by the Village under this (UP) is solely to provide background information for the convenience of the Proposers. The Village makes no representations or warranties, express or implied, of any kind whatsoever with respect to any of the matters identified in this (UP).

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SECTION 2 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Village in review of Proposals, it is strongly recommended that Proposals be organized and tabbed in accordance with the sections and manner specified below. The Village requires (1) original, (4) copies and (1) electronic file either presented in CD form or flash drive.

TAB 1 Executive Summary, Forms & Compliance with Minimum Requirements (4 page limit)

1. **Cover Page, Letter, and Table of Contents.** The cover letter must indicate Prime Proposer and be signed by same.
2. **Required Forms.** Provide Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. The Certification, Questionnaire & Requirements Affidavit (Appendix A) must be signed by the Prime Respondent.
3. **Minimum Requirements.** Submit verifiable information documenting compliance with each of the Minimum Requirements.

TAB 2 Experience and Qualifications

1. Qualifications of Proposer. Submit detailed information

a. Company Information: Provide background information, including company history/organizational structure, years in business, number of employees, and any other information communicating capabilities and experience.

b. Experience and Qualifications :

References in the past not to exceed (3) relating to design and construction.

c. Cost of the Project

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EXHIBIT "1" AND "2"

.PDF DOWNLOADABLE OFF WEBISITE

APPENDIX A

Proposal Certification, Questionnaire & Requirements Affidavit

UP 1516-12-009

Notice of Receipt
Of Unsolicited Proposal and Request for Alternative Proposals
For
Coral Reef Park – Public Restroom

PROCUREMENT OFFICE
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

Solicitation No:	Solicitation Title:	
UP 1516-12-009	Notice of Receipt of Unsolicited Proposal and Request for Alternative Proposals for Coral Reef Park – Public Restroom	
Procurement Contact: Litsy C. Pittser	Tel: 305-259-1234	Email: LPittser@Palmettobay-fl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The Village reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the Village deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

   ☐ YES ☐ NO

   SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

   SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Proposers must also disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **Suspension, Debarment or Contract Cancellation.** The Proposer and each Lead Team Participant must not have been indicted, disqualified, debarred, or suspended from the performance of any work for any federal, state or local government in the United States in the last seven (7) years, or removed via contract cancellation due to non-performance of work for any federal, state or local government in the United States in the last seven (7) years. Has Proposer or Lead Team Participant ever been indicted, disqualified, removed, debarred or suspended, or had a contract cancelled due to non-performance by any public sector agency?

   ☐ YES ☐ NO

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

5. **Code of Business Ethics.** Pursuant to ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat. , each person or entity that seeks to do business with the Village shall adopt a Code of Business Ethics ("Code") and submit that Code to the Office of Procurement with its Proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the Village of Palmetto Bay and Miami Dade County.

   SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the Village of Palmetto bay Code of Ethics.

6. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

7. **Litigation History**. Has Proposer or any of its Lead Team Participants or principal or employee of the Proposer (relating to professional endeavors only) been the subject of any claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer (including Lead Team Participants) or its predecessor organization(s) during the last five (5) years.

   ☐ YES ☐ NO

   SUBMITTAL REQUIREMENT: If yes, list all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

8. **Bankruptcy**. Has the Proposer or any of its Lead Team Participants filed any bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

   ☐ YES ☐ NO

   SUBMITTAL REQUIREMENT: If yes, list and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

9. **Principals**. Provide the names of all individuals or entities with a controlling financial interest in Proposer. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

10. Surety Companies. Has a surety company ever intervened to assist a governmental agency or other client of the Proposer or Lead Contractor in completing work that the Proposer or Lead Contractor failed to complete?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If yes, submit owner names, addresses and telephone numbers, and surety and project names, for all projects for which you have performed work, where your surety has intervened to assist in completion of the project, whether or not a claim was made.

11. Has Proposer or Lead Team Participants ever failed to complete performance of a contract? If so, where and why?

☐ YES ☐ NO

12. **Acknowledgement of Addendum.** After issuance of solicitation, the Village may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The Village will strive to reach every Proposer having received solicitation through the procurement office. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the Village pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendums may result in Proposal disqualification.

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

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

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the Village of Palmetto Bay (the "Village") for the recipient's convenience. Any action taken by the Village in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village.

In its sole discretion, the Village may withdraw the solicitation either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the Village may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the Village in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure that the information contained herein is accurate and complete. The Village does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with Village officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the Village without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the Village or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the Village pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The Village and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the Village for any reason, or for no reason, without any resultant liability to the Village.

The Village is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed Proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the Village shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the Village has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the Village of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final un-appealable judgment by a court of competent jurisdiction which imposes on the Village any liability arising out of this solicitation, or any response thereto, or any action or inaction by the Village with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the Village.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's Proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____)

On this ____day of _____, 20__, personally appeared before me _____ who stated that (s)he is the _____ of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

_____
Notary Public for the State of Florida
My Commission Expires: _____.