ITEM 5

Village of Palmetto Bay
Procurement Division - Village Manager's Office
RECOMMENDATION TO PROCEED TO PHASE II

To: Mr. Edward Silva, Village Manager

From: Litsy C. Pittser, Procurement Specialist

Date: 6/27/2016

UP#: 1516-03-001 **Item/Service:** Parking Improvements for Village of Palmetto Bay

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

I. Procurement Comments:

During the first phase of this review, we had a selection committee composed of (4) examiners. Based on their expertise they graded the proposals based directly on the minimum requirements said on the UP# 1516-03-001.

II. Recommendation:

a. Which bid is being recommended to proceed to Phase II? Structured Parking Solutions

b. Does the response being recommended to proceed to next phase 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 ____ No ____(Not Applicable)

The results of the recommendation are attached.

III. Procurement Action/Recommendation(s):

Based on the results of the scoring sheets I recommend to the Village Manager to present Structured Parking Solutions as the highest scored proposal to the Council so the Phase II process can begin.

IV. Recommendation Approval:

Acceptance to Move Forward with the Intent to Start Negotiations

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.

Village of Palmetto Bay

Ranking Score Tabulation Breakdown
Parking Improvements for Village of Palmetto Bay
Bid Open Date: April 29, 2016 at 3:00pm

Greg Martinez

PROPOSERS	C3F, INC.	STRUCTURED PARKING	BERMELLO AJAMIL & PARTNERS, INC.
Proposal Checklist			
Tab1 - Appendix "A" (Procurement Specialist) 20pts	✓	✓	✓
Tab2 - Experience & Qualifications of Proposing Team 20pts	10	20	20
Tab3 - Financial Capacity to perform project 20pts	0	15	15
Tab4 - Approach & Methodology, capability to finance, construct, manage and operate 20pts	10	20	15
Cost and Buyback Options (Stage 2) 20pts INTERIM AGREEMENT	0	0	0
TOTALS	**20**	**55**	**50**
	149	243	230

Total Scored by Litsy Pittson

Village of Palmetto Bay

Ranking Score Tabulation Breakdown
Parking Improvements for Village of Palmetto Bay
Bid Open Date: April 29, 2016 at 3:00pm

PROPOSERS	C3F, INC.	STRUCTURED PARKING	BERMELLO AJAMIL & PARTNERS, INC.
Proposal Checklist			
Tab1 - Appendix "A" (Procurement Specialist) 20pts	✓	✓	✓
Tab2 - Experience & Qualifications of Proposing Team 20pts	20	20	20
Tab3 - Financial Capacity to perform project 20pts	0	18	20
Tab4 - Approach & Methodology, capability to finance, construct, manage and operate 20pts	20	20	20
Cost and Buyback Options (Stage 2) 20pts INTERIM AGREEMENT			
TOTALS	40	58	60

Desmond

Village of Palmetto Bay

Ranking Score Tabulation Breakdown
Parking Improvements for Village of Palmetto Bay
Bid Open Date: April 29, 2016 at 3:00pm

PROPOSERS	C3F, INC.	STRUCTURED PARKING	BERMELLO AJAMIL & PARTNERS, INC.
Proposal Checklist			
Tab1 - Appendix "A" (Procurement Specialist) 20pts	✓ 20	✓ 20	✓ 20
Tab2 - Experience & Qualifications of Proposing Team 20pts	20	20	20
Tab3 - Financial Capacity to perform project 20pts	0	15	18
Tab4 - Approach & Methodology, capability to finance, construct, manage and operate 20pts	9	20	12
Cost and Buyback Options (Stage 2) 20pts INTERIM AGREEMENT	/	/	/
TOTALS	49	75	70

O. Cadavid

Village of Palmetto Bay

Ranking Score Tabulation Breakdown
Parking Improvements for Village of Palmetto Bay
Bid Open Date: April 29, 2016 at 3:00pm

PROPOSERS	C3F, INC.	STRUCTURED PARKING	BERMELLO AJAMIL & PARTNERS, INC.
Proposal Checklist			
Tab1 - Appendix "A" (Procurement Specialist) 20pts	✓	✓	✓
Tab2 - Experience & Qualifications of Proposing Team 20pts	15-0	20-0	15-0
Tab3 - Financial Capacity to perform project 20pts	10-0	15-0	15-0
Tab4 - Approach & Methodology, capability to finance, construct, manage and operate 20pts	15-0	20-0	20-0
Cost and Buyback Options (Stage 2) 20pts INTERIM AGREEMENT	—	—	—
TOTALS	40	55	50

UNSOLICITED PROPOSAL REQUIREMENTS
Village of Palmetto Bay
9705 East Hibiscus Street

TITLE:

Notice of Receipt – Unsolicited Proposal for **Parking Improvements for Village of Palmetto Bay** through Private Public Partnership (PPP) **Ch. 287.05712, Florida Statutes**

UP NO.:

1516-03-001

DUE DATE:

Friday, April 29th, 2016 at 3:00pm (Municipal Building)

ISSUED:

Tuesday, March 15th, 2016

ISSUED BY:

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

PUBLIC NOTICE

Village of Palmetto Bay

Notice of Unsolicited Proposal

Parking Improvements for Village of Palmetto Bay
Private Public Partnership (PPP) Ch. 287.05712, Florida Statutes

No. 1516-03-001

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay, Florida, a Municipal corporation of the State of Florida, has received an unsolicited proposal for a qualifying public-private partnership (PPP) in accordance with Ch. 287.05712, Florida Statutes for a public garage ("the Project") in the Palmetto Bay, Florida downtown area. The Village requests, and in accordance with Florida Statue HB-85, will accept alternative proposals for the Project until April 29, 2016.

Persons or entities wishing to submit alternative proposals for the Project ("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 – Parking Improvements for Village of Palmetto Bay."

All proposals must be timely submitted no later than 3:00pm on April 29, 2016 and must contain the information and requirements set forth under Ch. 287.05712, Florida Statutes and the additional submission requirements required by the Village of Palmetto Bay, as provided below. Any proposal received after 3:00 pm on April 18th, 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. In ranking the proposals, the Village will consider factors in accordance with Ch. 287.05712, Florida Statutes that include but are not limited to, professional qualifications, innovative design and techniques, energy efficiency, cost reduction terms and finance plans. A more complete listing of the factors and requirements that the Village will consider can be obtained by proposers' request via email to: Lpittser@palmettobay-fl.gov Litsy C. Pittser.

The Village reserves the right to reject any or all proposals, or as provided under Ch. 287.05712, Florida Statutes, to award and negotiate an interim agreement and/or 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 Project.

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.

The Village will provide notice of a decision or proposed decision regarding contract award which will be publically advertised and posted on the Village of Palmetto Bay website. Any person who is, or claims to be, adversely affected by the Village's decision or proposed decision shall file a written protest in accordance the Village Code Section 2-175 (o)-(p).

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 01 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Proposal Requirements Document (UP) is issued by the Village of Palmetto Bay, Florida (the "Village"), pursuant HB-85, Florida Statutes, notifying interested parties that it has received an unsolicited proposal for the development of a parking garage in Palmetto Bay as a public-private partnership (the "Project"). The Village of Palmetto Bay (the "Village") will accept other Proposals from qualified firms to deliver the Project and design, build, finance, operate and maintain the Project in accordance with the specifications set forth in this UP ("Proposals").

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. There is a large scale growth occurring in the greater Miami region of South Florida. As the Miami region grows, so do the surrounding towns. Pinecrest and Cutler Bay areas and around Palmetto Bay have experienced recent growth. The Village recently commissioned Bermello, Ajamil & Associates (BA & A) which confirmed similar growth scenarios available to Palmetto Bay. Additionally the Village commissioned the Downtown Redevelopment Task Force (DRTF) to understand the growth potential for the Franjo Triangle and Island District (FT&I)(Exhibit 1). These findings similar to those of BA & A report suggest downtown Palmetto Bay has quantifiable potential for 1,200-1,700 residential dwellings, 130,000-270,000 sqft of commercial development, and 110,000 sqft of mixed use retail to be developed in the future. One of these common strategies is for future developments to be dense and more in keeping with urban style development rather than suburban style development. With the focus on the Phase 1 "Central Business District" (CBD) area and its mission to attract new developments while meeting dense multifamily and commercial development requirements, a centrally located parking garage is the obvious "first step" the Village is considering. The garage will assure the developers for multifamily and commercial developments that their parking needs are being met, allow them to meet financial requirements proving available parking, and start the commencement of a successful urbanization for the CBD Core Area.

3. SCOPE. The scope of the Project contemplates a full "turn-key" delivery approach that consists of and includes the design, construction, financing, operation, and maintenance of the Project, operation and maintenance facilities, attention to sustainability and long-term maintenance costs throughout the design and construction process. In addition, improving the congestion on Village streets leading to a safer, quieter and more pedestrian friendly area.

The lead team participants include the following firms: (i) the firm that will be responsible for the construction of the Project and is licensed as a general contractor in Florida ("Lead Contractor"), (ii) the firm primarily responsible for coordinating the development and completion of all Project-related engineering ("Lead Engineer"), (iii) the firm responsible for maintenance of the Project, (iv) the entity primarily responsible for providing equity for the Project ("Lead Investor"), (entities (i) through (iv) above collectively referred to as "Lead Team Participants").

The proposer selected will come forward with a design plan that incorporates additional space or structures which will wrap portions of the garage which the proposer will operate at risk and whose costs will help "buy down" parking costs. These structures will be built and managed on The Village of Palmetto Bay owned land.

Any comprehensive agreement entered into with a successful Proposer shall be subject to and contingent upon environmental clearance/approval of Project components by applicable governmental entities.

4. PROPOSAL DUE DATE. Proposals are to be received on or before 3:00 p.m. on April 29th, 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 fifteen (15) 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 ranking the proposals, the Village will consider factors in accordance with Florida Statute 287.05712 that includes, but are not limited to, professional qualifications, general business terms, innovative design techniques or cost-reduction terms, finance plans, and any other considerations identified in this (UP). The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the Village Manager who may recommend to the Village Council the Proposer(s) he deems to be in the best interest of the Village, or may recommend rejection of all Proposals. The Village Manager's recommendation need not be consistent with the ranking identified herein and takes into consideration the following:

(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) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The Village Council shall consider the Village Manager's recommendation and may approve such recommendation. Upon approval of selection by the Village Council, negotiations between the Village and the selected Proposer(s) will take place to arrive at a mutually acceptable interim agreement and/or comprehensive agreement for delivery of the Project or any portion thereof, in accordance with Florida Statute 287.05712. If the Village and selected Proposer cannot agree on contractual terms, the Village will terminate negotiations and may begin negotiations with the next ranked Proposer, continuing this process with each Proposer in rank order until agreeable terms can be met or the selection process is terminated, unless otherwise specified by the Village Manager. Contract negotiations and execution will take place as quickly as possible after selection.

9. NEGOTIATIONS. The Village reserves the right to enter into further negotiations with the selected Proposer for an interim agreement or comprehensive agreement for delivery of the Project or any portions thereof, and which agreement shall, at a minimum, comply with Florida Statute HB-85 and the Minimum Requirements set forth herein. Notwithstanding the preceding, the Village is in no way obligated to enter into an interim agreement or comprehensive agreement with the selected Proposer in the event the parties are unable to negotiate a mutually acceptable agreement. It is also understood and acknowledged by Proposers that no property, contract or binding rights of any kind shall be created at any time until and unless a final interim agreement or comprehensive agreement has been fully negotiated, approved by the Village Council, and executed by the parties. Any comprehensive agreement entered into with a successful Proposer shall be subject to and contingent upon environmental clearance/approval of Project components by applicable governmental entities.

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. DEMONSTRATION OF COMPETENCY. The Village may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the Village, including:

A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the

terms and conditions of this solicitation.

D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the Village of Palmetto Bay.
E. The Village may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the Village.
F. The Village may require Proposers to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the Village.

29. 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.

30. 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.

31. 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.

32. 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. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date and the opening of Phase 2 Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

33. 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).

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

35. 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. TWO PHASE PROPOSAL EVALUATION. Proposals will be considered in two phases. Phase I will consist of the evaluation of qualifications of the Proposer and the Lead Team Participants. Phase 2 will consist of the evaluation of technical and cost Proposals. The information to be submitted in each phase, as well as the evaluation criteria to be utilized for each phase, is stated below, and may be modified by Addendum to this (UP). Each phase will be considered by an Evaluation Committee appointed by the Village Manager. The Village reserves the right to engage the advice of its consultant or other technical experts in assisting the Evaluation Committee in the review of Proposals received. Following Phase I review of Proposals, the Village may short-list one or more parties to be considered in Phase 2 . Phase 2 Proposals will only be considered from short-listed Proposers.

2. SEALED RESPONSES. Each phase will require one (1) original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of Proposals, five (5) bound copies and one (1) electronic format (CD or USB format) to be submitted. The following information should be clearly marked on the face of the envelope or container in which the Proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

3. PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of Proposals, it is strongly recommended that Proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

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.

CONTINUED ON NEXT PAGE

TAB 2 Experience and Qualifications of Proposing Team (10-page limit, not counting resumes- limited to 2 pages each)

1. Qualifications of Proposer and Lead Team Participants. Submit detailed information regarding the Proposer's and each Lead Team Participant's experience in the design, construction, financing, operation and maintenance which documents expertise, competence, capability, and capacity in, and record of producing quality work on projects similar to the Project. Include, at a minimum, the following information:

a. Company Information. Provide background information, including company history/organizational structure, years in business for Proposer and each Lead Team Participant, number of employees, and any other information communicating capabilities and experience.

b. Experience and Qualifications on Other Infrastructure Projects. Provide a list of the Proposer's and each Lead Team Participant's experience with comparable design-build, design-build-operate-maintain, or other public or public-private infrastructure projects of size and scope similar to or larger than the Project. Include additional information, as well as a table that includes the project name, type of project, scope of project, years the Project was constructed, hard construction costs for the project or operating/maintenance budget for the project (as applicable), and delivery approach or method. For Lead Investor and Contractor, provide record of projects completed within the contract time and contract price.

c. Experience and Qualifications on Public Parking Garage. Summarize the Proposer's and each Lead Team Participant's experience with similar public garage projects in urban or sensitive environmental areas and community areas of comparable size and scope. Include the project name, type of project, scope of project, years constructed, hard costs, and delivery approach or method, and names of key personnel. Highlight any key personnel who will also work on this Project. Identify experience in managing the maintenance of the design and construction, and implementing community relations and outreach programs on projects of similar size and complexity to this Project. For Lead Engineer, provide information demonstrating completion of at least one or more operating garage facility comparable to the Project.

d. Capacity to Manage and Implement the Project. Provide additional information sufficient to identify Proposer's and each Lead Team Participant's demonstrated capacity to manage and implement the Project.

e. Prior Working Relationships Between and Among Team Members. Provide information identifying prior working relationships between or among Proposer or Lead Team Participants. Include the project name, type of project, scope of project, years constructed, hard costs, and delivery approach or method, and names of key personnel. Highlight any key personnel who will also work on this Project.

f. Key Personnel and Level of Commitment. Identify and provide job descriptions, resumes and references for the qualified personnel for key positions on the Project, including number of years of experience and areas of expertise for each individual, and list of prior projects comparable in size and scope (or greater) of this Project. Key Personnel (at a minimum) shall include:

- Project Manager
- Construction Manager
- Construction Superintendent
- Design Manager
- Lead Design Engineer
- Independent Quality Manager
- Design Quality Manager

Affirm that all key personnel will be required to be on-site 100% of the time during activities that involve their areas of responsibility. Substitution of Key Personnel will be subject to review and acceptance by the Village.

TAB 3	Financial Capacity (4 page limit, not counting financial statements and related information)
Submit detailed information sufficient to demonstrate the financial capacity of Proposer and Lead Team Participants and financial guarantors. Include Proposer's, Lead Investor's, financial guarantors, Lead Contractor, Lead Operator and Lead Maintenance most recent annual reviewed/audited financial statement with the auditors' notes. Such statements should include, at a minimum, balance sheets (statements of financial position), and statements of profits and loss statement of net income). Village reserves the right to request additional information from any Proposer to determine financial capacity. Proposer shall have no more than ten (10) days to respond to such request.	

TAB 4	Approach and Methodology (20 page limit)

1. **Management and Organization**: Proposer shall describe the approach and methodology in accomplishing the following goals of this Project i) an understanding of and approach to the management, technical aspects, and maintenance of traffic issues and risks associated with the Project ii) an understanding of and approach to how the public-private partnership, or "P3", process and the Proposer's organization will contribute to the success of the Project and meet the Village of Palmetto Bay's Project goals; and iii) an understanding of the risk sharing and the teaming relationship between the Proposer and the Village of Palmetto Bay.

a. **Methodology for integrating the Proposer and Lead Team Participants and their respective areas of expertise:** The narrative should describe the methodology for integrating the Proposer and the different areas of expertise of Lead Team Participants into an efficient and effective organization.

b. **Management Approach:** The management approach must reflect an understanding of the use of the P3 project delivery methodology for public garage building and operations.

c. **Organization Chart:** Provide an organizational chart(s) showing the "chain of command," with lines identifying participants who are responsible for major functions to be performed, and their reporting relationships, in managing, designing, and building the Project. The chart(s) must show the functional structure of the organization down to the design discipline leader or construction superintendent level and must identify Key Personnel by name. Key Personnel will be committed to the Project. Identify all Lead Team Participants in the chart(s). Identify the critical support elements and relationships of Project management, Project administration, construction management, quality control, safety, environmental compliance, and subcontractor administration.

d. **Organizational Chart Functional Relationships:** For each organizational chart, provide a brief, written description of significant functional relationships among participants and how the proposed organization will function as an integrated team.

2. Approach to P3/Design-Build-Operate-Maintain-Finance. Provide information on a sample approach to finance the Project, operate and maintain and finance.

3. Approach to Design and Construction. Provide information demonstrating an understanding of and sound approach to the development, design and construction of the Project.

a. Provide information identifying how Proposer will incorporate innovative design and other techniques in the Project through the lifecycle of the Project.

b. Describe approach to plan, organize, and execute the design and construction of, and assure the quality and safety of the Project.

c. Describe approach to effectively manage all aspects of the Contract in a quality, timely, and effective manner and integrate the different parts of its organization with the Village of Palmetto Bay in a cohesive and seamless manner.

4. Approach to Implementation in Complex Urban Environments.

a. Describe Proposer's general approach to integrating the Village and identified stakeholders in the various phases of the Project.

b. Describe Proposer's general approach to traffic management, utility identification and relocation, access during construction, pedestrian and parking accommodation, and community outreach.

c. Describe, in general terms, Proposer's anticipated operating approach for the Project.

CONTINUED ON NEXT PAGE

5. PHASE 2 RESPONSE FORMAT. Following Village Council selection of the short-listed Proposers, the short-listed Proposers will be required to prepare detailed Phase 2 Proposals for the Project, which will include technical and cost/financial Proposals. The instructions for Phase 2 submittals are planned to be issued to the Phase 1 short –listed proposers in Summer 2016, and will include comprehensive Project definition, environmental information, funding plan, preliminary engineering, performance specifications, and any additional conditions or requirements that may be applicable (e.g., prevailing wage rates, bonding, insurance), as well as the draft Project agreement. Proposals are anticipated to be due within 60 days of the final instructions, including submittal of a Best and Final Offer.

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SECTION 0400 PHASE 1 PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the Village Manager, shall meet to evaluate and rank each Proposal during Phase 1 and Phase 2 in accordance with the requirements set forth in this (UP). If the Village desires further information, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of Proposals will proceed in a two-step process as specified in Section 0300(1). The Evaluation Committee is advisory only. The results of Phase 1 and Phase 2 evaluations will be forwarded to the Village Manager who will utilize the results to make a recommendation to the Village Council. The Village Manager will make the final recommendation concerning the ranking of Proposers, both during Phase 1 and Phase 2, and such final recommendation may or may not be consistent with the Evaluation Committee's ranking, and will consider the following:

(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) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

(4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

1. Phase 1 Evaluation Process. The Evaluation Committee shall meet to evaluate each response and rank Proposers in order of preference, as provided in Florida StatuteHB-85, and based on consideration of the professional qualifications of the Proposers (including Lead Team Participants), and the following factors:, in no particular order:

- Compliance with the Minimum Requirements;
- Experience and Qualifications of Proposer and each of the Lead Team Participants, including consideration of the information requested in Tab 2 of Section 0300 of the (UP);
- Financial capability of the Proposer; and
- Proposer's Approach and Methodology, including consideration of the information requested in Tab 4 of Section 0300.

2. Phase 2 Evaluation Process. Additional information concerning the Phase 2 evaluation process shall be released by Addendum to this (UP) at a later date.

APPENDIX A

Proposal Certification, Questionnaire & Requirements Affidavit

UP 1516-03-001

Notice of Receipt
of Unsolicited Proposal and Request for Alternative Proposals
for
Parking Improvements
In the
Village of Palmetto Bay

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

Solicitation No:	Solicitation Title:	
UP 1516-03-001	Notice of Receipt of Unsolicited Proposal and Request for Alternative Proposals for Parking Improvements for Village of Palmetto Bay	
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: _____.