



## REQUEST FOR QUALIFICATIONS

Village of Palmetto Bay  
9705 East Hibiscus Street  
Palmetto Bay, Florida 33157

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### TITLE:

Village of Palmetto Bay – Resilience Action Plan

### RFQ NO.:

2023-00-004

### DUE DATE:

Wednesday, May 3<sup>rd</sup>, 2023 at 3:00pm (Municipal Building)

### ISSUED:

Wednesday, April 5<sup>th</sup>, 2023

### CONTACT PERSON:

Ms. Heidi Siegel  
Director  
Dept. of Economic & Community  
Development  
[HSiegel@palmettobay-fl.gov](mailto:HSiegel@palmettobay-fl.gov)

Mrs. Litsy C. Pittser  
Office of the Village Manager  
Procurement Specialist  
Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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**SECTION 1.0: Advertisement**



**Village of Palmetto Bay**

**REQUEST FOR QUALIFICATIONS (RFQ)**

**Village of Palmetto Bay - Resilience Action Plan**

**No. 2023-00-004**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide a Resilience Action Plan for Palmetto Bay, to include but not limited to: facilities, critical infrastructure, roadways and neighborhoods to climate change stressors such as sea level rise, precipitation events & groundwater table changes. These services are to be provided with certain performance measures defined by this RFQ.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Wednesday, May 3<sup>rd</sup>, 2023**, at which they will be publicly opened and announced.

A virtual pre-bid meeting will be held on **Tuesday, April 18<sup>th</sup>, 2023**, 10:00am. If interested in submitting a proposal, attendance is recommended. Instructions to attend are stated on the solicitation document.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFQs on **Wednesday, April 5<sup>th</sup>, 2023**. Please submit a CD or flash drive containing the entire submission in one (1) sealed package titled "**Village of Palmetto Bay - Resilience Action Plan RFQ# 2023-00-004**". The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov) or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov).

## **SECTION 2.0:**

### **Introduction**

#### **About the Village of Palmetto Bay**

The Village of Palmetto Bay is a vibrant community of more than 24,000 residents who enjoy beautiful surroundings and a family-oriented atmosphere. Situated on the shores of Biscayne Bay, Palmetto Bay offers quick access to unique recreational opportunities and amazing bay vistas. Additionally, the Village is home to excellent public schools, and it is also home to a wide range of exceptional private primary and secondary educational institutions.

Palmetto Bay was incorporated on September 10, 2002. Our Village is confident in its growing role as a first-choice community for raising families and building businesses. With its unique blend of rural, old Florida charm, and an urban sophistication, this fast-growing village has established an enviable balance between quality living and quality growth. That balance is carefully maintained through long-term planning and fiscal responsibility, community involvement, responsible leadership, respect for the environment and strong public and private support for business development. Palmetto Bay reflects the best of South Florida's past, present and future!

Village residents enjoy the benefits of an extensive park system composed of five Village parks and two county facilities. Our parks offer recreational opportunities ranging from active to passive with an array of programs and activities, and even a neighborhood library. The commercial corridor along South Dixie Highway is easily and quickly accessible from any location within Village limits. Restaurants, retail services, and shopping venues - from major chains to family-owned enterprises - are among the Village's commercial base.

Palmetto Bay has rightfully become a leader in many facets of community building. The Village has succeeded in building community character by creating a distinct community identity by designing and installing its own unique street signs, completing many traffic and beautification projects, improving customer service, building a solid policing unit, expanding the channels of communications with our residents through social media, a comprehensive website and livestreaming, and improving our Village park facilities and recreational events and programs to the extent that Palmetto Bay is now known as "Village of Parks." Palmetto Bay has also led the way in green initiatives, building the first county-wide LEED-certified park building at Coral Reef Park, followed by the very first Platinum LEED-certified Village Hall in Florida!

### **Village Boundaries**

The Village of Palmetto Bay boundaries extend from the centerline of SW 136 Street, South to the centerline of SW 184 Street: expanding West to the centerline of South Dixie Highway, including the center "commercial island," and east to Biscayne Bay.

### **Village of Palmetto Bay - Resilience Action Plan**

The Village of Palmetto Bay desires to create a Resilience Action Plan. As the Village moves towards a more sustainable future, the Resilience Action Plan will guide the Village and evaluate vulnerabilities and identify actionable steps. This Resilience Action Plan should detail the exposure of facilities, critical infrastructure, roadways, and neighborhoods to climate change stressors such as sea level rise, precipitation events, and groundwater table changes. A more extensive scope of services can be found on this solicitation Section 4.0 "Scope of Services."

The Village anticipates a budget of \$100,000 - \$150,000 for this project.

Continued on next page.

**2.1**

**Estimated Schedule**

<b>Proposal Phase</b>	<b>Date</b>	<b>Location</b>	<b>Time (If Applicable )</b>
RFQ is advertised and issued by Village	Wednesday, April 5th, 2023	Posted on Daily Review and Villages' Website	
Virtual Pre-Bid Meeting	Tuesday, April 18th, 2023	Virtual Meeting***	10:00 AM EST
Last day to Submit Questions	Thursday, April 27th, 2023	Via Email to <a href="mailto:Lpittser@palmettobay-fl.gov">Lpittser@palmettobay-fl.gov</a>	3:00 pm EST
Proposal Submission Date	Wednesday, May 3rd, 2023	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

**\*\*\* If interested in attending the Virtual meeting, please send Litsy Pittser an email at [Lpittser@Palmettobay-fl.gov](mailto:Lpittser@Palmettobay-fl.gov) no later than 5 days prior to meeting. The IT Department will send the invitation to log on.**

**2.2**

**Contract Award**

**A. Proposal Retention and Award**

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of the proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

**B. Competency and Responsibility of Company**

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of the Company. The Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

**C. Contract Requirement.**

The Company to whom the award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Insurance Requirements.**

The Company shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

**E. Business License & Tax.**

The Company must have a valid business license and tax certificate before execution of the contract.

**F. Failure to Accept Contract.**

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any proposal security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

**G. Completion of Contract.**

The contract term commences once the contract has been fully executed by all parties. Completion of the project is rendered when Company hands the deliverables to the Village and the Village accepts in turn.

**END OF SECTION**

## **SECTION 3.0: Terms and Conditions for Receipt of Proposals**

### **3.00 Requirement to Meet All Provisions**

Each Consultant submitting a proposal (Company) shall meet the terms and conditions of the REQUEST FOR QUALIFICATIONS (RFQ) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Company acknowledges agreement with and acceptance of all provisions of the RFQ specifications.

### **3.01 Errors and Omissions in RFQ**

Company is responsible for reviewing all portions of this RFQ, including all terms of the RFQ and requirements of the Village's Procurement Code. Company is to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the RFQ or forms. Any such notification should be directed to the Procurement Specialist ([LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFQ**

Inquiries regarding the RFQ, including requests for clarification of the RFQ, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser  
Procurement Specialist  
Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

**Last date for question submittal is Thursday, April 27<sup>th</sup>, 2023, at 3:00pm.**

### **3.03 Addenda to RFQ**

The Department may modify or clarify the RFQ, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFQ for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the RFQ. Notwithstanding this



provision, the Company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall acknowledge receipt of any addenda by indicating the same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

### **3.04 Proposal Withdrawal and Opening**

A Company may withdraw its proposal without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Company chooses to withdraw their proposal after the Company has been granted the award, there will be fees that will be incurred to the Company as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Company or their representatives are invited to be present at the opening of the proposals.

### **3.05 Revision of Proposal**

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

### **3.06 Reservations of Rights by the Village**

The issuance of this RFQ does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR QUALIFICATIONS; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFQ, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Company that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Company.

### **3.07 No Waiver**

No waiver by the Village of any provision of this RFQ shall be implied from any failure by the Village to recognize or act on account of any failure by a Company to observe any provision of this RFQ.

### **3.08 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](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 company, service provider, Consultant, lobbyist, or Consultant and the Procurement Specialist named herein Consultant solicitation is exempt from the Consultant. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

### **3.09 Submittal and/or Presentation Costs**

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this RFQ.

Companies are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company’s risk.

### **3.10 Certification**

The signer of the Response (to this RFQ) must declare by signing all the required forms Company included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance

5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Consultant Past Contract Disqualifications
13. Affidavit – E-Verify

### **3.11 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. Personal financial statements are exempt from public records and will be confidential.

### **3.12 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 Company is awarded.

### **3.13 Insurance**

Upon Village's notification of award, the Consultant shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Contract within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

### **3.14 Accounting**

The Company shall submit invoices to the Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

### **3.15 Statement of Contract Disqualifications**

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the RFQ package.

### **3.16 Submittal of One Proposal Only**

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Companies submitting proposals.

### **3.17 Company Responsibilities**

The Company shall not look at the Village of Palmetto Bay and Palmetto Bay Park or any Village owned properties to pay for damages to the Company's personal property, the Company's' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

### **3.18 Non-Appropriation of Funds**

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village of Palmetto Bay's Village Council.

### **3.19 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.

### **3.20 Litigation**

All Companies 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 Company, any of its employees, or Sub-Contractors has been involved in within the last three (3) years.

### **3.21 Sub-Contractor**

If any Company submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Company(ies) must be clearly disclosed in the proposal. Following the award of the Contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting Company shall need to abide by all the requirements as the Prime Company.

### **3.22 Indemnification**

The Company 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 Contract to the extent caused by negligence, reckless or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The Company 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 Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company 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.

### **3.23 Quality**

The Comprehensive Plan must comply with the requirements of the Community Planning Act contained in Chapter 163 of Florida Statutes. The Village completed the evaluation and appraisal review of the plan (F.S. 163.3191) in July 2022.

### **3.24 Protests, Appeals and Disputes**

The procedures and requirements for proposal 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](http://www.municode.com):

[https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_or\\_dinances?nodeId=COOR\\_CH2AD\\_ARTVIFI\\_DIV2PRCO\\_S2-175PRPR](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_or_dinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR)

### **3.25 Force Majeure**

The performance of any act by the Village or Company 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, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due to Company for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Contract.

### **3.26 E-Verify System**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

**END OF SECTION**

## **SECTION 4.0: Scope of Services**

### **4.01 General**

#### **Scope of Services:**

#### **Village of Palmetto Bay – Resilience Action Plan**

The Resilience Action Plan will allow the Village to synthesize past efforts and gain a deeper understanding of the impacts, risks, and vulnerabilities to climate change, allowing risks to be analyzed and prioritized based on likelihood, cost, spatial extent, and time horizon. It will allow the Village to understand the flood risks associated with climate change and the Village's capacity to adapt and become more resilient. It will also lay the groundwork for an Adaptation Plan by allowing the Village to understand its vulnerabilities so that adaptation strategies can be chosen to address them.

The Resilience Action Plan will include the following:

#### **Critically Significant Facilities Assessment:**

1. Transportation assets (bridges, bus stops, major roadways).
2. Critical infrastructure (lift stations, stormwater treatment facilities, lift stations, and stormwater network facilities).
3. Sub-surface infrastructure (roadway base, exfiltration trench capacity, hydraulic structure capacity).
4. Critical emergency and community facilities (community centers, emergency operational facilities, healthcare facilities, law enforcement facilities, government offices).
5. Natural, cultural, and historic topographic data will be collected including conservation land, parks, shorelines, waterways, surface water, wetlands, and historic or cultural assets.
6. Coordination with schools in the area and review of their resilience planning within the County and Miami-Dade County Public Schools.
7. Consider connections of the utilizations of stormwater within other developing infrastructure that could contribute to other resilient infrastructure.



8. Consider waterfront design planning to incorporate living shorelines, green infrastructure considerations for stormwater projects, and King Tide flooding.
9. Consideration and Assessment of non-jurisdictional projects within the local, state, and federal level that could have potential impacts on the Village's residents, environment, and quality of life.

### **Heat Vulnerability Analysis**

1. This analysis will identify those areas most vulnerable to extreme heat and will include:
  - (a) Analysis of the built environment
  - (b) Socioeconomic Demographics; and
  - (c) Human health factors.

### **Exposure Analysis**

1. An exposure analysis to identify the depth of water caused by flooding. Exposure is the extent to which an asset experiences a specific climate impact. A precursor to the exposure analysis is selection of scenarios that describe the projected future conditions facilities, infrastructure and communities in the project area may face.

### **Sensitivity Analysis**

1. This determines the impact flooding will have on community assets which may include vulnerable social demographics, structures, and economic functions.
2. The analysis will include an evaluation of the impact of flooding on each asset type at each flood scenario and assign a risk level. The risk level will be determined by the percentage of land area inundated and number of critical assets affected.

### **Adaptation Action Areas (AAA)**

1. Develop recommendations for designating AAAs by means of Comprehensive Plan update.
2. The Resilience Action Plan will develop recommended Goals Objectives, and Policies (GOPs) for potential adoption into the Village of Palmetto Bay's comprehensive plan.

## **Social Vulnerabilities**

1. The Resilience Action Plan will analyze social vulnerabilities through incorporating socioeconomic metrics (e.g., economic activity and income, employment, population and housing, and public services and social conditions) into the Vulnerability Assessment. The Resilience Action Plan will evaluate impacts on socially vulnerable populations, as it relates to the Flood Vulnerability Assessment and projected economic losses.

## **Natural Resource Vulnerabilities**

1. The Resilience Action Plan will address natural resource vulnerabilities by determining current and future exposure to climate change risks. Natural resources that will be evaluated include urban forestry, fresh water supply, the sub-basins, canals, and other natural water features, and the Village's coastline system.

### **The Resilience Action Plan will be completed through four Tasks:**

- **Deliverable 1** – Kick-off and Flood Hazard Data Collection

1. Deliverables:

- (a) Kickoff meeting: Review project scope, project goals, schedule, milestones, and necessary deliverables.
  - Initial kick-off meeting agenda and sign-in sheets indicating location, date, and time of meeting.

- (b) Agenda and any presentation(s) from the kick-off meeting

- (c) Brief summary report from the kick-off meeting including attendee input and meeting outcomes.

- (d) Meeting minutes

- (e) Memorandum summarizing flood hazard mapping results

- (f) Technical Documentation of data sources/mapping analyses

- **Deliverable 2** - Flood Vulnerability Assessment, Heat Vulnerability Assessment, Exposure & Sensitivity Assessment, Adaptation Action Areas (AAA), Social Vulnerabilities, and Natural Resource Vulnerability Assessment.

1. Acquire background data.
2. Preliminary Vulnerability Assessment Memorandum incorporating FDEP Florida Resilient Coastlines Program requirements as outlined in s. 380.093, F.S
3. Identify focus areas to include a list of critical assets (as defined in s. 380.093, F.S.), regional assets that are impacted by flooding and sea level rise as identified in the assessment, and as well as locations or assets that are particularly vulnerable and require the development of adaptation strategies.
4. Exposure Analysis
5. Sensitivity Analysis
6. Peril of Flood Compliance Documentation
7. Data sets used to perform the Vulnerability Assessment
8. GIS Shapefiles of all electronic mapping data used to illustrate flooding and sea level rise impacts identified in the assessment.
9. Technical memo outlining data compiled.
10. Locations of critical assets
11. GIS metadata files of data compiled.

- **Deliverable 3** - Public Outreach / Community Engagement

1. At least two community engagement meetings should be planned.
  - (a) Public Outreach meeting #1: gather public input prior to work commencing.
  - (b) Public Outreach meeting #2: distribute analysis outcomes before finalizing.
2. Copies of all workshop/meeting announcements/advertisements
3. Agendas and sign-in sheets from each workshop/meeting indicating location, date, and time of the meeting.

4. Presentations and other meeting materials/handouts
5. Brief summary report from each workshop/meeting including attendee feedback and workshop outcomes.
6. Any materials created at each workshop/meeting (as applicable)
7. Meeting minutes
  - **Deliverable 4** – Final Vulnerability Assessment Report, Maps, and Tables
1. Completion of Draft Report for Review by Village staff.
  - (a) Report should include:
    - A list of critical assets (as defined in s. 380.093, F.S.) that are impacted by flooding and sea level rise as identified in the assessment. This list will not include regional assets outside the municipal boundary.
    - All items included in Deliverable 2.
    - Summary of Public Engagement outcomes.
    - Locations for potential AAA designation
    - Suggested Capital improvement projects.
    - Qualitative summary of identified social vulnerabilities and potential economic losses.
    - Qualitative cost-benefit analysis for proposed adaptation strategies
  2. Presentation of Draft Report to the Resiliency Committee.
  3. Edits to Draft report based on feedback by Resiliency Committee and Staff to be reviewed by Staff.
  4. Presentation of final report, recommendations to Village Council
  5. Completion of Report based on outcomes to Village Council.

## SECTION 5

### 5.0 Evaluation and Content of Proposals

#### 5.1 Preparation of Proposals:

##### Required Format

(1) electronic copy inside a sealed envelope.

This electronic version submitted on a USB drive of the proposal shall be in .pdf form and shall include all the information and documentation requested in this Section. The electronic version of Offeror's proposal submission should be a continuous document in one file and shall clearly identify the Offeror and the RFQ number.

Title Page: (Non-scored) Title page shall show the Request for Qualifications' subject, title, and proposal number; the firm's name; address and telephone number of a contact person; and the date of the proposal.

**Tab 1 - Transmittal Letter:** (Non-Scored) Responses limited to two pages. The cover letter must include the full legal name of the firm; a brief summary of the proposing firm; a statement of the Offeror's understanding of the scope of services to be provided; the address of the office conducting the service and of the office administering the Agreement, the names of the person(s) who will be authorized to make representations for the Offeror, their titles, addresses, telephone numbers, and e-mail addresses. The cover letter must be signed by an authorized official of the company, preferably the President. Offeror shall provide proof with its offer of signing authority for any official who signs the cover letter other than the President.

**Tab 2 - Table of Contents** The table of contents must include a clear identification of the material, by section and by page number.

**Tab 3 - Summary of Qualifications:** (50 points) Page Limit- 40 pages total

Criteria: Demonstrate that the Qualified Firm has put together a complete team to take the project from concept to completion and has clear delineation of roles. The identified individuals who will be working on this project have worked on similar projects and have the capacity to fulfill their responsibilities.

- Demonstrated experience of the Qualified Firm in Comprehensive Plan amendments. Demonstration of completion of projects on-budget and on-time.

- Experience and knowledge of the Miami Dade County Comprehensive Development Master Plan and Florida Statutes.
- Successful examples of public outreach. Specific examples and technology to be used is encourage.
- At least 3 written references from previous comprehensive plan amendment projects of a similar scope and magnitude.
- Names, experience and resumes of personnel expected to be assigned to the project.
- Information on similar projects completed within the last 10 years including project description, cost, personnel assigned and outcomes C.

**Tab 4 - Project Approach/Timeline: (35 points) Page Limit- 10 pages total**

Criteria: Proposed Approach to project execution including how it can be integrated with the Village's current platforms

- The proposal shall indicate an overall timeline, inclusive of project milestones and include information communicating the firm's ability to meet schedule and budget.
- Explain the scope of services to be provided as understood by the Proposer. Detail the services that you will offer/provide.
- Your action plan for evaluating and presenting the data, reports, and deliverables identified in your Scope of Work.

**Tab 5 – Qualifications of Key Personnel that will be assigned to this project: (maximum 15 points)**

Please include resumes of the assigned personnel that will be working on achieving the scope of work.

- Sealed Proposals will be submitted in one package marked “Village of Palmetto Bay - Resilience Action Plan” RFQ 2023-00-004 to include the name of company, address, contact person and phone number.

- The package with the proposal inside should be sent to:

Ms. Missy Arocha, Village Clerk  
Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, Florida 33157

All Companies are reminded that it is the sole responsibility of the Company to ensure that their Proposal is time stamped by the Village prior to **3 p.m., local time, on May 3rd, 2023**. The Village's time/date stamp will be considered as the official time. Failure of a Company to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Company non-responsive and the Proposal shall not be considered for award.

1. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Company in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Company to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Consultant and the Proposal will not be considered. Docu-Sign is now permitted.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

### **Proposal Evaluations and Ranking**

The Evaluation Committee will evaluate and rank the Proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Criteria Points

Background, Qualifications and Experience	50
Project Approach/Schedule	35
Qualifications of Key Personnel	15
<b>Total Points</b>	<b>100</b>

Each criterion and methodology for scoring is further described below.

- Evaluation Criteria No. 1 : Project Team Qualifications and Experience (50 Total Points Available)- This criterion measures the Project Team’s organization, and the level of experience of the Proposer and subconsultant/subcontractor personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized, and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's qualifications to successfully complete the project based on the goals established by the Village.
  
- Evaluation Criteria No 2· Project Team Technical Approach (35 Total Points Available) - This criterion measures the Project Team Approach, evaluation, and understanding of the various elements and constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver sound approaches to meeting project goals and resolving the critical issues. It shows how well the team considers and presents innovative approaches to project implementation.
  
- Evaluation Criteria No. 3: Qualifications of Key Personnel (15 Total Points Available)

**END OF SECTION**



**SECTION 6.0: Required Proposal Submittal Forms**

**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied Consultants have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Consultant complies fully with the above requirements.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Consultant/Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules, and regulations.

B. Consultant/Consultant warrants that they have read, understand and are willing to comply with all the requirements of the RFQ and the addendum/ addenda nos.

C. Consultant/Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant/Consultant warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Consultant/Consultant warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Consultant has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Consultant warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Consultant acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Consultant, if the Consultant is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:  
\_\_\_\_\_ the Consultant that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Consultant/Consultant nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Consultant or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Consultant or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered  
In the presence of

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**SWORN STATEMENT PURSUANT TO**  
**SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

And (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_)

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

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

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Signed, sealed and delivered in the presence:

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

Whose \_\_\_\_\_ business \_\_\_\_\_ address  
is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is:  
\_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state: That the above named Consultant, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Consultant, or third party Consultant under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:  
The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_



Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**BUSINESS ENTITY AFFIDAVIT**  
**(CONSULTANT / CONSULTANT DISCLOSURE)**

Consultant or Consultant hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Consultant or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Consultant. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant or Consultant. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Consultant or Consultant recognizes that with respect to this transaction or proposal, if any Consultant or Consultant violates or is a party to a violation of the 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., the Code of Ethics for Public Officers and Employees, such Consultant or Consultant may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Consultant or Consultant completes and executes the Business Entity Affidavit form below. The terms "Consultant" or "Consultant," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, \_\_\_\_\_ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

---

*Federal Employer Identification Number (If none, Social Security Number)*

CONTINUED ON FOLLOWING PAGE

---

*Name of Entity, Individual, Partners or Corporation*

---

*Doing Business As (If same as above, leave blank)*

---

*Street Address Suite Village State Zip Code*

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Consultant, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTINUED ON FOLLOWING PAGE

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath or  
o Did not take an oath.

**ACKNOWLEDGMENT OF CONFORMANCE**  
**WITH OSHA STANDARDS**

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Consultant), hereby acknowledge and agree that we, as the Prime Consultant for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFQ# **2023-00-004**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

\_\_\_\_\_  
(Sub-Consultant's Names) to comply with such act or regulation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

**VILLAGE OF PALMETTO BAY**  
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of, 20\_\_\_\_, before me, the undersigned Notary Public of the State of Florida personally appeared \_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC

SEAL OF OFFICE:

---

(Name of Notary Public: Print, Stamp or Type as commissioned.)

- o Personally known to me, or
- o Produced identification:

---

(Type of Identification Produced)

- o Did take an oath or
- o Did not take an oath.



**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Consultant shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

---

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---

---

Executed on \_\_\_\_\_ at \_\_\_\_\_  
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

Consultant: \_\_\_\_\_

Date: \_\_\_\_\_

**E-VERIFY**  
**AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of \_\_\_\_\_ (hereinafter "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
  - a. YES \_\_\_\_\_
  - b. NO \_\_\_\_\_
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

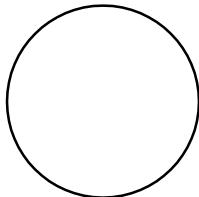
\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

CONTINUED ON FOLLOWING PAGE



Seal

Signed and sworn to (or affirmed) before  
me, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_

Notary Public

NHCS – E-Verify 081815

Form **W-9**  
 (Rev. August 2013)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [IRS.gov](http://IRS.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**SECTION 7.0: Other Forms**

**VILLAGE OF PALMETTO BAY**  
**NOTICE OF INTENT TO AWARD**

TO: \_\_\_\_\_  
Consultant

\_\_\_\_\_  
Address

ATT: \_\_\_\_\_  
Name and Title

PROJECT DESCRIPTION: Village of Palmetto Bay - Resilience Action Plan  
RFQ No. 2023-00-004 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Proposal of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) submitted to the Village of Palmetto Bay (Owner) on \_\_\_\_\_ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Consultant will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:  
Attachment(s)

**SECTION 8.0: Exhibits**

**Contract for: Village of Palmetto Bay - Resilience Action Plan**

**Between the Village of Palmetto Bay, Florida and \_\_\_\_\_**

THIS Contract is made and entered into as of the \_\_\_\_ day of \_\_, 20\_\_\_\_, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and \_\_\_\_\_ (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised a Request for Qualifications ("RFQ") on \_\_\_\_\_ for a Village of Palmetto Bay - Resilience Action Plan (the "Project" ); and

WHEREAS, the Company submitted a Proposal dated \_\_\_\_\_ in response to the Village's request; and

WHEREAS, the Village Council, at a meeting held on \_\_\_\_\_, awarded the RFQ to the Company and agreed to enter into a Contract with the Company to perform the work described in the RFQ and Company's Proposal submitted in response to the RFQ (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

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**Article I. Exhibits**

The following Exhibits are incorporated by reference and made part of this Agreement:

- (i) Specifications and RFQ Documents prepared by the Village for the development of a Village of Palmetto Bay - Resilience Action Plan RFQ# 2023-00-004.
- (ii) Proposal for the Village of Palmetto Bay prepared by the Company dated\_\_\_\_\_.

The above Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- A. This Contract

B. Exhibit (i)

C. Exhibit (ii)

## **Article 2. Scope of Work**

1. The Work is generally described as follows:

The objective of the Village of Palmetto Bay – Resilience Action Plan will guide the Village and evaluate vulnerabilities and identify actionable steps. This Resilience Action Plan should detail the exposure of facilities, critical infrastructure, roadways, and neighborhoods to climate change stressors such as sea level rise, precipitation events, and groundwater table changes.

It will allow the Village to synthesize past efforts and gain a deeper understanding of the impacts, risks, and vulnerabilities to climate change, allowing risks to be analyzed and prioritized based on likelihood, cost, spatial extent, and time horizon. It will allow the Village to understand the flood risks associated with climate change and the Village's capacity to adapt and become more resilient. It will also lay the groundwork for an Adaptation Plan by allowing the Village to understand its vulnerabilities so that adaptation strategies can be chosen to address them.

2. The finished document shall include but not limited to:

(a) The Company's proposal which shall include the (4) deliverables described on the RFQ# 2023-00-004 "Palmetto Bay- Resilience Action Plan"

3. The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Work (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Work will be performed in the manner described in the Document.

4. Preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining the concession stand. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in



writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial.

**Article 3. Qualifications**

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami - Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Lead Consultant for this Project is \_\_\_\_\_.

**Article 4. Term**

The term of this Contract shall commence upon the issuance of a purchase order and shall remain in effect until all the deliverables have been received and accepted by the Village.

**Article 5. Contract Price**

The Contract price shall be based on the Company's proposal in the amount of:

\_\_\_\_\_ (In Words)  
(\$\_\_\_\_\_)

**Article 6 Notices**

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village: Company:

Nick Marano  
Village Manager

Village of Palmetto Bay  
9705 E. Hibiscus Street  
Palmetto Bay, FL 33157

**Article 7 Termination**

**A. Termination Without Cause**

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

**B. Termination with Cause**

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

## **Article 8 Indemnification**

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, 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 the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company 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, and shall pay all costs, judgments, and attorney's fees which may issue to the extent caused by negligence, reckless or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.
- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

## **Article 9 Insurance**

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will to mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five

(5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

**Article 10 Modification-Amendment**

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

**Article 11 Governing Law**

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

**Article 12 Waiver**

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

### **Article 13. Assignment**

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

### **Article 14. Prohibition Against Contingent Fees**

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

### **Article 15 Conflict of Interest**

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

### **Article 16 Entire Agreement**

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

### **Article 17 Captions and Paragraph Headings**

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

### **Article 18 Joint Preparation**

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

### **Article 19 Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

### **Article 20 Preservation of Village Property – Not Applicable**

~~The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.~~

### **Article 21 Immigration Act of 1986**

The Company warrants on behalf of itself, and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

### **Article 22 Company Non-Discrimination**

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

### **Article 23 Federal and State Tax**

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

### **Article 24 Public Records**

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the

Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS: Missy Arocha, [marocha@palmettobay-fl.gov](mailto:marocha@palmettobay-fl.gov) or call 305-259-1234. Further information on Section 119, F.S. can be found [https:// www .flsena te.gov/Laws/Statute s/2020/0119.0701](https://www.flstate.gov/Laws/Statutes/2020/0119.0701).

### **Article 25 Severability**

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

### **Article 26 E-Verify**

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the Consultant/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a Consultant/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the Consultant/contractor/company has registered and is using the E-Verify system. The Consultant/contractor/company may not be barred or penalized because they receive inaccurate information form the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.



IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

\_\_\_\_\_  
Nick Marano, Village Manager

\_\_\_\_\_  
(Name and Title)

Attest:

\_\_\_\_\_  
Missy Arocha  
Village Clerk

APPROVED  
AS TO FORM

\_\_\_\_\_  
Village Attorney  
John C. Dellagloria