

INVITATION TO BID

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



TITLE:

Valet Parking Services - Thalatta Estate Park

ITB NO.:

1617-12-018

DUE DATE:

Tuesday, September 5th, 2017 at 3:00pm (Municipal Building)

ISSUED:

August 14th, 2017

CONTACT PERSON:

Ms. Fanny Carmona
Director
Dept. of Parks and Recreation
FCarmona@palmettobay-fl.gov

Mrs. Litsy C. Pittser
Procurement Specialist
Office of the Village Manager
Procurement Division
LPittser@palmettobay-fl.gov

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SECTION 1.0: Advertisement



Village of Palmetto Bay

INVITATION TO BID (ITB)

**VALET PARKING SERVICES - THALATTA ESTATE PARK
No. 1617-12-018**

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide parking services during specific and assigned events at the Village parks and the Thalatta Estate Park. These services are to be provided with certain performance measures defined by this ITB.

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 Tuesday, September 5th, 2017** at which time they will be publicly opened and announced. **A mandatory pre-bid site meeting will take place at Thalatta Estate Park on Thursday, August 24th 2017 (17301 Old Cutler Road, Palmetto Bay, FL 33157) at 10:00 am.**

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 ITB's. Please submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Valet Parking Services - Thalatta Estate Park ITB # 1617-12-018"**. 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 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.

SECTION 2.0:

Introduction

General

- a) The Village is requesting sealed proposals from qualified and experienced firms to provide Valet Parking Services to Thalatta Estate Park for the Department of Parks and Recreation. Thalatta Estate Park books many weddings and venues that require valet services. These services are on an “as needed” basis. The venues are booked well in advance and the vendor will be notified for their services immediately upon the booking. These services cover 365 days a year including holidays if needed. The Contract Agreement is for one (1) year with options to extend. Upon mutual agreement of both the vendor and the Village of Palmetto Bay, the contract may be extended for a three (3) one (1) year option. All insurance and permits will need to be reviewed and updated at that time for option to renew in order to be in concurrence with the original contract.
- B) The services may include providing valet parking involving Village-owned property/parking lots and satellite parking areas owned by others with the granting of such areas for Village activity parking.
- C) The successful Proposer must be an independent Vendor/Proposer and the individual(s) assigned to work for the Village by the Vendor/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). A criminal background check shall be required for all staff assigned to any Village facility, including satellite areas, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8 of this ITB. The background checks will be provided to the Village. Any individuals with a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village’s adopted Shannon Melendi Ordinance would be precluded from providing services.
- D) **The Vendor/Proposer is required to carry and maintain in force at all times “Garage Liability Insurance” covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle per accident.**

Estimated Schedule

The Village anticipates that ITB activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

| | |
|---|---|
| INVITATION TO BID Legal Advertisement | August 14 th , 2017 |
| Mandatory Pre-Bid Site Meeting Thalatta Estate Park 17301 Old Cutler Road Palmetto Bay, Florida 33157 | August 24 th , 2017 10:00am |
| Last Date for Submittal of Written Questions Prior to Proposal Due Date | August 31 st , 2017 03:00pm |
| Proposals Due Attn: Missy Arocha, Village Clerk Municipal Building 9705 E. Hibiscus Street Palmetto Bay, Florida 33157 | September 5 th , 2017 03:00pm ** |

**** or before 3:00pm on September 5th 2017.**

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each Vendor/Proposer submitting a proposal (Proposer) shall meet the terms and conditions of the INVITATION TO BID (ITB) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges agreement with and acceptance of all provisions of the ITB specifications.

3.01 Errors and Omissions in ITB

Proposers are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the ITB or forms. Any such notification should be directed to the Procurement Specialist (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 bids. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding ITB

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

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division – Village Manger's Office
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: 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, August 31st, 2017 at 3:00pm.

3.03 Addenda to ITB

The Department may modify or clarify the ITB, 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 ITB for proposal purposes. The Department will make reasonable efforts to notify Proposers in a timely manner of modifications to the ITB. Notwithstanding this provision, the Proposer 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 should*

acknowledge receipt of any addenda by indicating 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 Proposer may withdraw its bid, 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 Proposer unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Proposers 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 proposer chooses to withdraw their proposal after the proposer has been granted the award, there will be fees that will be incurred to the proposer 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. Proposers 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 Proposer to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will actually 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 an INVITATION TO BID; 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 ITB, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a proposer that was granted award but declined, the Village has the right to enter into negotiations with the second highest scored proposer.

3.07 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or take action on account of any failure by a Proposer to observe any provision of this ITB.

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_ordinance_s?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

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

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

Proposer solicitation is exempt from the Proposer. 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 Proposer prior to the execution of a contract, including but not limited to costs incurred by the Proposer as a result of preparing a response to this ITB.

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

3.10 Certification

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

1. Drug-Free Workplace Certification
2. Sub-Vendor/Proposer 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 Proposer Past Contract Disqualifications

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 Proposer is awarded.

3.13 Insurance

Upon Village's notification of award, the Proposer 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.
- Errors and omissions or Proposer liability insurance - \$1,000,000
- Garage Liability Insurance – covering non-owned vehicles in the amount of \$ 1,000,000 per vehicle accident.

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 Proposer 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 Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer 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 Proposer 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 Proposer 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 Proposer shall submit invoices detailing the services rendered project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices shall be submitted in DUPLICATE to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the ITB 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 Proposer submitting a proposal, or who has quoted prices on materials to such Proposer, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Proposers submitting proposals.

3.17 Proposer/Vendor Responsibilities

The Proposer shall not look at the Village of Palmetto Bay and Thalatta Estate Park or any Village owned properties to pay for damages to the Proposer's personal property, the proposers' 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 Proposers shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees, or sub-Vendor has been involved in within the last three (3) years.

3.21 Sub-Vendor

If any Proposer/Vendor submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Proposer(s) 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 vendor will need to abide by all the requirements as the prime Proposer/Vendor.

3.22 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the agreement by the Vendor/Proposer or its employees, agents, servants, partners, principals or sub-Vendor. The Vendor/Proposer 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 Vendor/Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer 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 - Not Applicable

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

3.24 Protests, Appeals and Disputes

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

www.municode.com:

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

3.25 Force Majeure

The performance of any act by the Village or Vendor/Proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, 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 forces and in such event the Village shall withhold payment due Vendor/Proposer 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 Agreement.

3.26 Work Delays – Not Applicable

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

3.35 Bid Guaranty - Not Applicable.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 Scope of Work

The Village of Palmetto Bay intends to select a Vendor/Proposer, as determined by the Village, to provide Valet Parking Services to Thalatta Estate Park as primary location. Dates and times will be on an as-needed basis, with specific duties as described therein. Potential sites for Valet Parking Services - Thalatta Estate Park include, but are not limited to:

1. Thalatta Park

17301 Old Cutler Road
Palmetto Bay, Florida 33157

The successful Vendor/Proposer shall be responsible for providing Valet Parking Services to Thalatta Estate Park performed by qualified employees (acceptable to the Village of Palmetto Bay and licensed pursuant to requirements of the State of Florida, Miami-Dade County and/or Village of Palmetto Bay, Florida) during the times and at locations agreed upon by the parties, and as may be required by the Village. Duties shall include, but not necessarily limited to event valet parking, including maintaining a consistent flow of traffic to prevent an excessive stacking of vehicles, directing traffic/vehicles, theft prevention, patron assistance with vehicles, maintaining written reports as may be required, reporting of hazardous conditions, participate in the planning of special events and activities and provide Valet Parking Services to Thalatta Estate Park as approved.

4.01 Restrictions and Conditions

The selected Vendor/Proposer shall adhere to the following rules and conditions concerning Valet Parking Services to Thalatta Estate Park at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.

4.02

1. General Requirements

- a) The Vendor/Proposer shall provide organized and efficient Valet Parking Services at Thalatta Estate Park for specified, assigned events at Thalatta Estate Park on days and times determined by the Village on an as needed basis. Although the Village has used in the past other locations for special events, the Village would like to let the Vendor/Proposer know that in rare occasions, the assignment might be located in a different park, but in the same Village of Palmetto Bay jurisdiction. Personnel shall possess desirable qualities and knowledge to carry out specific tasks including, but not limited to, implementation of an organized method of receiving vehicle keys and storage/safeguarding of same, responsible transporting of valet vehicles to designated parking areas, return of valet personnel to point of origin /car drop off location via foot or shuttle, ability to deal with the public; defuse threatening situations and unruly individuals if necessary; assist in directing traffic and regulate flow of vehicles to prevent hazardous stacking of vehicles; ability to remain alert and act calmly and quickly in the event of an emergency with ability to effectively communicate with supervisory personnel and/or emergency services personnel; and follow standard operating procedures as determined by the Vendor/Proposer and the Village. Vendor/Proposer shall instruct and require its valet services personnel to perform the services specified herein in an orderly and efficient manner while adhering to the regulations of the Village with regards to safety and facility security, and to accomplish these specified services in such a manner as not to interfere with the normal conduct of the Village's business.
- b) Vendor/Proposer and all the Vendor/Proposer's Valet Parking personnel must possess any State, County or City license which may be required to perform such services, be no less than 21 years of age; have a high school diploma or G.E.D., and possess good human relations skills. All must be able to successfully pass a background investigation to include, but not limited to, a criminal background check, which will include an FDLE (Florida Department of Law Enforcement), medical examination which includes drug screening; all which shall be the financial responsibility of the successful proposer. All must be a Citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151. Acceptable evidence for citizenship shall be a birth certificate or appropriate naturalization papers.

- c)** Personnel must not be employed under this contract if they have currently or have in the past been involved in military conduct resulting in dishonorable or undesirable discharge; any pattern of irresponsible behavior, including but not limited to unreasonable driving or a problem employment record; or any criminal conviction (felony and misdemeanor). The Village reserves the right to request the replacement of an employee anytime during this contract term; and further reserves the right to demand that the Vendor/Proposer relieve/suspend an employee from his/her assignment. The Village will not tolerate inappropriate actions such as nonperformance of duties; being under the influence of alcohol, drugs or non-prescription medications which effect job performance; inability to communicate (both verbally and in writing); theft; and unprofessional conduct. Valet parking personnel are not to be accompanied in their work area or performance of their duties by acquaintances, family members or other persons unless authorized by the Village.
- d)** The Vendor/Proposer is required to provide training to all personnel, including on-site training as may be necessary, in order that the Village be assured said personnel are capable of assuming the responsibilities of respective assignments. Said on-site training may be performed by a supervisor or well-experienced valet parking person. The costs of any and all training shall be considered as a part of the Vendor/Proposer’s operational expenses. Records of training shall be maintained in respective personnel file and available for review upon the Village’s request. The Vendor/Proposer agrees to comply with any State, County or Village, for periodic training required of each valet parking personnel in order to ensure continued level of service.
- e)** Vendor/Proposer shall provide a valet parking supervisor to have supervisory responsibility over all Vendor/Proposer personnel on duty for respective assignment. This individual shall understand that he/she will be responsible for contacting all valet parkers at all times and respond to inquiries or request of the Village. This person shall also serve as a backup in the event that a valet parker does not report for duty and conditions merit. In (Exhibit 1), there is a schedule of required ratio of valet parkers and supervisors per guests attending a function.
- f)** Valet personnel are required to sign in and out with a Village of Palmetto Bay representative at the beginning and end of each shift.
- g)** Valet personnel are to remain at their designated drop off area when not attending guest vehicles. At no point is valet staff to enter the event area without prior direction from the Village of Palmetto Bay staff. Violators will be reprimanded.

- h)** In the event of tardiness or a no-show at an event, the Proposer will be required to pay an amount equal to the agreed upon hourly charge for each our not present. If there is a “no show” the Proposer will need to reimburse Village of Palmetto Bay for the Village’s expense on hiring another Company or Individuals to complete the task.

2. Uniforms/Equipment

- a)** The Vendor/Proposer is responsible for assuring that all personnel maintain a neat appearance in accordance with contract standards, valet parking personnel must be well groomed and neatly uniformed. Uniforms are to include shoes, clean and ironed shirt (with buttoned cuffs if long sleeve shirt), cap optional, ID badge, whistle on a chain, writing implements, flashlight, and other optional equipment as may be required up to and including responsibility for maintenance and replacement of uniforms as may be necessary. All valet parking personnel shall wear a nameplate bearing his/he name and company issued photo ID card. At times and at the Village’s discretion, the Village may require a formal attire/uniform such as long sleeve shirts, etc., furnished by the Vendor/Proposer. During cold weather periods, jackets worn by valet parking personnel must be Vendor/Proposer issued and with identifiable patch or similar means of identifying as Vendor/Proposer services.
- b)** While on duty, Vendor/Proposer valet parking personnel shall not be permitted to provide themselves with any unauthorized equipment such as chemical agents, concealed weapons/firearms, personal radios or other items not specifically approved by this Contract or the Village.
- c)** Required equipment shall include:
- i. Whistle with metal chain attachment
 - ii. Flashlight (heavy duty with 2 or more D-cells)
 - iii. Communications System: handheld radios as licensed and approved for use by the Federal Communications Commission) or similar reviewed and authorized by Village. Supervisor(s) on duty shall be required to carry such communication devices. For all contracted events, the Vendor/Proposer shall also provide one device to the respective facility manager.
 - iv. Optional equipment shall include 1) golf cart and 2) shuttle vehicle; however, Proposer may offer additional items for Village’s consideration.
 - v. Vendor/Proposer shall provide all working materials necessary for proper performance or this Contract including, but not limited to, bounded logbooks, notebooks, pens, pencils, etc.

All equipment must be acceptable to the Village in terms of aesthetics, reliability, safety, etc. The Village reserves the right to refuse use, on Village property, any and all such equipment deemed by the Village as non-usable.

3. Facilities

- a)** The Village currently has jurisdiction over five (5) parks and may request additional valet services on other locations. The main service will be conducted at Thalatta Estate Park. Functions may include special events, weddings, parties, picnics, etc. with on-site or satellite parking facilities. Said off-site satellite facilities may or may not be owned by the Village; however, it is understood that authorization has been granted for Village use. As noted under Insurance requirements, designated satellite locations must also be named as Additional Insured.
- b)** During special events in which there is an overflow of parking, the Proposer will be responsible for transportation or shuttle service for staff when necessary at no additional cost.

4. Assignments and Proposed Rates

- a)** It is the preference of the Village that proposed hourly rates are constant and as such, it is suggested that proposer not issue a proposal with higher hourly rates for weekends, holidays and/or special details. Proposers shall be aware that personnel requirements are subject to change based on the needs of the Village and that no guarantees are made as to the number of hours afforded and that regardless of the number of personnel utilized by the Village, the hourly rate remain constant and unchanged.
- b)** Assignments and the number of valet parking personnel required for services at a scheduled event/site will be determined and scheduled by the Village. The Village shall make every effort to give sufficient advance notice as to valet parking personnel needs; however if needed, the Village may request services upon a 48-hour notice to Vendor/Proposer. The Village shall not pay for any scheduled services not received; such as times Vendor/Proposer personnel are late for, or absent from, work.

SECTION 5

5.0 Evaluation and Content of Proposals

Proposals submitted will be evaluated by the Village of Palmetto Bay Parks and Recreation Department. Once a submittal has been approved, a recommendation will be sent to the Manager for approval. Once approved by the Village Manager who shall in turn provide a recommendation to the Village Council. Failure to provide the required information in this invitation to bid shall disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Parks and Recreation Department shall also disqualify any Proposers/Vendors that make exaggerated or false statements. The evaluation of the Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Parks and Recreation Department. Such determination shall be based on information furnished by the Proposer/Vendor, as well as other information reasonably available to the Village. The Parks and Recreation Department may make such investigations as it deems necessary to determine the ability of the Proposer/Vendor to perform the services and the Proposer/Vendor shall furnish the Village all such information as the Parks and Recreation Department or Village Manager may request before and during the Proposal period. The Parks and Recreation Department reserves the right to make additional inquiries, interview some or all Proposers/Vendors, make site visits, obtain credit reports, or take other action it deems necessary to fairly evaluate all Proposers/Vendor.

5.1 Evaluation

The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Proposer.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Points

| | |
|-----------|---|
| 40 | Cost of Services |
| 30 | The firm's past experience and performance on comparable contracts. |
| 10 | The firm's Financial Stability, Financial Statements, Litigation History and Criminal History |
| 10 | References |
| <u>10</u> | The quality of the firm's proposal pursuant to this ITB and Agreement. |

100 Total Available Points

5.2 Mandatory Pre-Proposal Site Meeting:

At the pre-proposal site meeting, representatives of the Village will be available to answer questions and explain the intent of this ITB. Questions about, or requested modifications to, the ITB documents which have been submitted in writing and received by the Village at least five (5) business days prior to the mandatory pre-proposal site meeting will be addressed. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the mandatory pre-proposal site meeting, the Village may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the ITB documents which the Village deems appropriate for clarification and will be provided to all who attended the mandatory pre-proposal meeting, as documented by the signature and contact information provided on the sign-in sheet.

5.3 Preparation of Proposals:

1. Vendor/Proposer will need to provide (2) copies, (1) original and an electronic copy of their bid either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this bid. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked “Valet Parking Services - Thalatta Estate Park Proposal” ITB 1617-12-018 to include the name of company, address, contact person and phone number.
3. The package with the proposals inside should be sent to:

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

All Vendor/Proposer are reminded that it is the sole responsibility of the Vendor/Proposer to ensure that their Proposal is time stamped in at Village Hall prior to **3 p.m., local time, on September 5th, 2017**. The Village’s time/date stamp will be considered as the official time. Failure of a Vendor/Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Vendor/Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Vendor/Proposer 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 Vendor/Proposer to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Vendor/Proposer and the Proposal will not be considered.

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.

5.4 Preparation of Proposals:

1. *Introduction Letter*

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principal office, number of years in business and size.

2. *Experience*

Vendor/Proposer shall have a minimum of three (3) years of successful experience in providing Valet Parking Services at Thalatta Estate Park. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Vendor/Proposer/Proposers shall provide three references for the jobs summarized.

3. *Financial Stability*

Vendor/Proposer shall demonstrate financial stability. Vendor/Proposer shall provide a statement of the Vendor/Proposer's financial stability, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

4. *Litigation History*

Vendor/Proposer shall provide a summary of any litigation or arbitration that the Vendor/Proposer, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor/Proposer it determines to be excessively litigious.

5. *Insurance Requirement*

Vendor/Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this ITB or evidence of insurability in the form of a letter from its insurance carrier indicating that Vendor/Proposer is able to obtain the required insurance and that Vendor/Proposer shall add the Village as an additional insured.

6. *Vendor/Proposer/Proposer's Non-Collusion Certification*

Any Vendor/Proposer submitting a Proposal to this ITB shall complete and execute the Non-Collusion Affidavit of Vendor/Proposer (Form entitled Non-Collusion Affidavit) included in these ITB documents.

7. *Drug-Free Workplace*

Vendor/Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form entitled Drug-Free Workplace), shall be submitted with the ITB response.

8. *Addenda*

The Vendor/Proposer shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal in order to have the Proposal considered. In the event any Vendor/Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

9. *Independence Affidavit*

Vendor/Proposer shall list and describe their relationships with the Village in accordance with the ITB (Form entitled Independent Affidavit).

10. *Cost Detail Sheet*

Vendor/Proposer will fill in the cost detail sheet and submit with proposal.

END OF SECTION

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Bids, 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 Bid 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 Bids will be followed if none of the tied Proposers 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 Bid 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 Bid, 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 Proposer complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

SUB-VENDOR LIST

Proposer shall list all proposed Sub-Vendor to be used on this project if they are awarded the Contract.

| Classification of Work | Sub-Vendor Name | Address | Telephone and Fax |
|-------------------------------|------------------------|----------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

END OF SECTION

REFERENCES

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Valet Parking Services – Thalatta Estate Park

ITB# 1617-12-018



Name of Bidder: _____

To Whom It May Concern,

The above reference vendor is submitting on a bid solicitation that has been issued by the Village of Palmetto Bay. We require that the Bidder provide written references with their Bid submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: ___ Yes ___ No

Was the work performed to acceptable quality standards: ___ Yes ___ No

Would you enter into a contract with the vendor in the future? ___ Yes ___ No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work? ___ Yes ___ No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

If you responded no to any of the above please provide details:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation response.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Proposer has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Proposer 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, Proposer 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 Proposer, if the Proposer is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor/Proposer: _____

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 Proposer 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 Vendor/Proposer 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 Proposer 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 Proposer 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: _____

Proposer: _____

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: _____

Proposer: _____

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.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- 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 Proposer, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor 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: _____

Proposer: _____

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.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

BUSINESS ENTITY AFFIDAVIT
(PROPOSER / VENDOR DISCLOSURE)

Vendor or Proposer 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 Vendor or Proposer, 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 Proposer or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Proposer recognizes that with respect to this transaction or bid, if any Vendor or Proposer 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 Vendor or Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Vendor or Proposer completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Proposer," 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-Vendor, 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: _____

Proposer: _____

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.)

- Personally known to me, or
- Produced identification:

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Vendor/Proposer),
hereby acknowledge and agree that we, as the Prime Proposer for Village of Palmetto Bay,
Village of Palmetto Bay _____, ITB# **1617-12-018**, 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-Vendor’s Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Proposer: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 } SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the 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: _____

Proposer: _____

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.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor/Proposer 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 bidding 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.

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: _____

Proposer: _____

Date: _____

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.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at 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: _____
Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Valet Parking Services - Thalatta Estate Park
ITB No. 1617-12-018 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 Bid of: _____ Dollars (\$_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

At this time the Manager will present said selection to Council for selection approval and then for contract approval. Once this has been done, we will generate two (2) copies of said contract for your signature.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Vendor/Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Valet Parking Services - Thalatta Estate Park
ITB No. 1617-12-018 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20 . The contract is for one (1) year with a three (3) one (1) year options with approval by the Village and the Proposer.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Parks and Recreations will be responsible to assure that said proposer is complying within the scope of this ITB.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Exhibits

**VILLAGE OF PALMETTO BAY
VALET PARKING SERVICES - THALATTA ESTATE PARK
CONTRACTUAL AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as “Village”), and _____ authorized to do business in the State of Florida, (hereinafter referred to as “Proposer” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an INVITATION TO BID (“ITB”) on _____, and

WHEREAS, Proposer submitted a Proposal dated _____ in response to the Village’s request, and

WHEREAS, at a meeting held on _____, the Village Council awarded the Proposer and agreed to enter into an Agreement with Proposer to perform the services described in the ITB and Proposer’s Proposal submitted in response to the ITB (“Services”),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Specifications and Proposal Documents prepared by the Village for Valet Parking Services - Thalatta Estate Park ITB No. 1617-12-018 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Proposer dated _____ (Exhibit2).

All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

A. Proposer agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Proposer represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services: (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each: and (iv) the Services will be performed in the manner described in Exhibit 1.

Article 3 Qualifications

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

Article 4 Payment and/or Fees

The Proposer shall submit invoices detailing the services provided, project/event, professional staff, and hours. Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any agreement.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E Hibiscus Street, Palmetto Bay, FL 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Proposer shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Proposer under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

A. Termination/Cancellation of Contract 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 Proposer of any deliverables and work product due prior to the termination of the Contract (this will include 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, or after termination in the Village's discretion if needed for a post contract audit of money due on Proposer's performance). Termination or cancellation of the contract will not relieve the Proposer of any obligations or liabilities resulting from any acts committed by the Proposer prior to the termination of the contract.

B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, 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 Proposer of any deliverables and work product due prior to the termination of the Contract (this will include 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 7 Hold Harmless and Indemnification of the Village

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 Proposer agrees that in the event this Contract is terminated for the Village's breach, the damages that Proposer may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice.

Article 7 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of one (1) year with an option to renew at the Villages request, every year after contract expires but will not exceed more than three (3) extra years, or until terminated by the Village as herein set forth. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this this agreement, an updated insurance certificate will be needed annually.

Article 8 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Proposer under this Agreement, audit, or cause to be audited, those books and records of Proposer which are related to Proposer’s performance under this Agreement. Proposer agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Proposer’s facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Proposer under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Proposer shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village’s representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 9 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Proposer. The Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Proposer authorized to use the Village’s Tax Exemption Number in securing such materials.

The Proposer shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 10 Indemnification

Proposer shall indemnify 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, 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 Agreement by the Proposer or its employees, agents, servants, partners, principals or sub-Proposers. Proposer 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 issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer 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. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 11 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Proposer. Certificates of Insurance must be submitted 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.
- errors and omissions or Proposer liability insurance - \$1,000,000
- Garage Liability Insurance - \$ 1,000,000

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 Proposer 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 Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within fifteen (15) calendar days after Village notification to comply, the Proposer 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 Proposer 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 Proposer 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.

Article 12 Modification/Amendment

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

Article 13 Severability

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

Article 14 Governing Law

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

Article 15 Waiver

The failure of either party to this Agreement 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 Agreement shall not be construed as 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 Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Proposer of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Proposer 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 Proposer, whether or not similar to the act so consented to or approved.

Article 16 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

Proposer:

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

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Independent Proposer

Proposer is and shall remain an independent Proposer and is not an employee or agent of the Village. Services provided by Proposer shall be by employees of Proposer and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the Village. Proposer shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Proposer. The rights granted to Proposer hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Proposers to perform services including those hereunder.

Article 18 Assignment

The Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Proposer shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Proposer from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Proposer to the Village. None of the work or services under this Contract shall be subcontracted unless the Proposer obtains prior written consent from the Village. Approved Sub-Vendor shall be subject to each provision of this Contract and the Proposer shall be responsible and indemnify the Village for all Sub-Vendor's acts, errors or omissions.

Article 19 Prohibition Against Contingent Fees

Proposer warrants that it has no employees or retained any Vendor or person, other than a bona fide employee working solely for Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Proposer, corporation, individual or Proposer, other than a bona fide employee working solely for Proposer, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Proposer all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 21 Conflict of Interest

Proposer agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 22 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 23 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 24 Captions and Paragraph Headings

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

Article 25 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 26 Counterparts

This Agreement 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 agreement.

Article 27 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 28 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 29 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 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 any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

Article 30 Permits, Licenses and Filing Fees

The Proposer shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Proposer's work.

Article 31 Safety Provisions

The Proposer shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 32 Public and Employee Safety

Whenever the Proposer's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 33 Preservation of Village Property

The Proposer 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 Proposer's operations, it shall be replaced or restored at the Proposer's expense. The facilities shall be replaced or restored to a condition as good as when the Proposer began work.

Article 34 Immigration Act of 1986

The Proposer warrants on behalf of itself and all sub-Proposers engaged for 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 hereunder.

Article 35 Proposer Non-Discrimination

In the award of subcontracts or in performance of this work, the Proposer agrees that it will not engage in, nor permit such sub-Vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 36 Accuracy of Specifications

The specifications for this project are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. Proposers are cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Proposer and all sub-Vendors named in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Proposer to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Proposer. An ambiguity or defect shall be considered patent if it is of such a nature that the Proposer, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Proposer or sub-Vendors to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Proposer to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

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, Proposer shall immediately notify the Village in writing, and the Proposer and all sub-Proposers shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Proposer's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 37 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 38 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Continued on next page.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

PROPOSER

Village of Palmetto Bay

ADDRESS

ADDRESS

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

BY _____

BY _____

Edward Silva

Print Name

Print Name

Village Manager

Title

Title

ATTEST

Missel Arocha

Village Clerk

Witness

APPROVED AS TO FORM BY

Print Name

Village Attorney

EXHIBIT #1

SCHEDULE OF VALET PERSONNEL TO GUEST RATIO

| | |
|-------------------------|--------------------------------------|
| 50 – 80 Guests: | 2 Attendants and 1 Supervisor |
| 81 - 115 Guests: | 3 Attendants and 1 Supervisor |
| 116–150 Guests: | 4 Attendants and 1 Supervisor |
| 151 –185 Guests: | 5 Attendants and 1 Supervisor |
| 185–225 Guests: | 6 Attendants and 1 Supervisor |

- **Please note that at all times attendants need to be at their post and if for some reason they need entrance to an event, they will need to contact Village of Palmetto Bay personnel working that event first. Otherwise, there is no exception. Tips are allowed, but Vendor/Proposer will need to let them know that there will be NO charging for parking on Village of Palmetto Bay property. Cost for parking is between the Village of Palmetto Bay and the Proposer/Vendor.**

EXHIBIT #2

PRICE LIST PER HOUR FOR

(1) SUPERVISOR \$ _____

(1) VALET ATTENDANT \$ _____