

# REQUEST FOR QUALIFICATIONS

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

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## **TITLE:**

Construction Engineering & Inspection Services for Coral Reef  
Elementary Priority 2 & Perrine Elementary School Safe Routes to School (SRTS)  
Improvement Project

**RFQ NO.:** No. 1617-11-007

## **DUE DATE:**

Thursday, January 25<sup>th</sup>, 2018 at 3:00pm

## **ISSUED:**

Wednesday, December 20<sup>th</sup>, 2017

## **PROJECT INFORMATION:**

Federal Aid Project No.: 431507-1 and 431503-1  
Financial Management No.: ARJ48 and ARJ76  
Contract Number:

## **CONTACT PERSONS:**

Director  
Corrice E. Patterson  
Public Services Department  
[CPatterson@palmettobay-fl.gov](mailto:CPatterson@palmettobay-fl.gov)

Procurement Specialist  
Litsy C. Pittser  
Village Managers' Office-Procurement Division  
[LPittser@palmettobay-fl.gov](mailto:LPittser@palmettobay-fl.gov)

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## SECTION 1.0: Advertisement



**CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR  
CORAL REEF ELEMENTARY PRIORITY 2 AND PERRINE ELEMENTARY SCHOOL (SRTS)  
IMPROVEMENTS RFQ# No. 1617-11-007  
FDOT LAP AGREEMENT FM No. 431507-1 AND 431503-1**

REQUEST FOR QUALIFICATIONS is hereby given to Civil Engineering firms with prior FDOT LAP experience. The Civil Engineering firm shall provide a sealed proposal for “CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR CORAL REEF ELEMENTARY PRIORITY 2 AND PERRINE ELEMENTARY SCHOOL (SRTS) IMPROVEMENTS.” The Village plans to contract with one engineering consulting firm (Engineer) to provide construction engineering and inspection services. In addition to CEI Inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures and Regulations. Sealed bids must be received by the Village Clerk at Village Hall, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157, no later than 3:00pm on or before Thursday, January 25<sup>th</sup>, 2018 (late submittals, email submittals, and facsimile submissions will not be accepted) at which time they will be publicly opened and read aloud. Official time will be measured by the time stamp of the Village Clerks Office. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

SPECIFICATIONS & BID DOCUMENTS may be obtained on or after Wednesday, December 20<sup>th</sup>, 2017. The bid document can be obtained by visiting our website [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov) and by clicking Bids & RFQ's. If you cannot download the documents please contact Mrs. Litsy C. Pittser, Procurement Division, [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov). The Village of Palmetto Bay 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, irregularities or technicality in proposals received. The Village reserves the right to award the agreement to the Consultant submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the Village. The Village shall be the sole judge of the proposal and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Local Agency, Village of Palmetto Bay, hereby notifies all proposers that it will affirmatively ensure that any contract entered into, pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award. The Village of Palmetto Bay, in accordance with the provisions of Title VI of the Civil Rights Act Of 1964 (78 Stat. 252) and the regulations of the Department of Commerce (15 C.F.R., Part8) issued pursuant to such Act, hereby notified all bidders and proposers that it will affirmatively insure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids or proposals in response to this invitation. Further, the Village of Palmetto Bay will not discriminate against bidders and proposers on the basis of race, color, gender, religion, national origin, age disability or marital status in consideration for an award. If additional information is required, please contact the Village of Palmetto Bay, Procurement Specialist at [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov).

## SECTION 2.0: Introduction

The Village of Palmetto Bay requires the services of a Civil Engineering firms with prior FDOT LAP experience to provide construction engineering and inspection services for improvements that consist of new sidewalks, missing sidewalk to fill gaps, median upgrades, ADA compliance upgrades, electronic and panel signage, and enhanced pavement marking. In addition to CEI Inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures and Regulations. The services may include but are not limited to meeting coordination, project administration, daily inspection, project documentation, submittal review, field engineering, materials testing and specialty services during the construction of the SRTS Improvements as detailed in the specifications and plans for Perrine Elementary and Coral Reef Elementary School.

The Village intends to retain one firm to provide the services for a period not to exceed FDOT LAP contract date deadline for FM No. 431507-1 and 431503-1. The selected consultant will be required to abide by all applicable federal, state and local laws and ordinances. The selection of the consultant shall be in compliance with 40 USC 1101-1104 ("Brooks Act"), 23 USC 112(b)(2)(A), 23 CFR 172.5(a)(1), 287.001, and 287.001, 287.055(4), Florida Statutes, <http://www.fhwa.dot.gov/programadmin/172qa.cfm>]. This solicitation for the hiring of consultants to provide construction inspection services shall be in conformance with 23 USC 112(b)(2)(C)-(D) and 23 CFR 172.7(b).

Proposers are advised to become thoroughly familiar with all conditions, instructions and specifications governing this RFQ. Proposals shall be prepared in accordance with these instructions. Proposals shall be submitted on the forms provided by the Village.

Prior to the submittal of a proposal, Proposers are advised to carefully examine the following:

1. The contract documents
2. Project scope and work tasks to be accomplished
3. Specifications
4. Insurance requirements and required documentation

## Community Profile

The Village of Palmetto Bay, Florida is a Miami-suburban incorporated Village in Miami-Dade County, Florida. The Village incorporated on September 10, 2002, taking the territory formerly held by the Cutler and East Perrine census-designated places. The Village provides high-quality government services to the over 24,469 residents. The Village is home to the old Burger King headquarters and the Deering Estate. The Village covers 8.8 square miles of land with approximately 118 center-line miles of streets. It is bordered by the Village of Pinecrest on the north, and the Town of Cutler Bay on the south, Biscayne Bay on the east and Unincorporated Miami-Dade County on the

west. To learn more about the Village of Palmetto Bay, please visit our official website at [www.palmettobay-fl.gov](http://www.palmettobay-fl.gov).

### **School Zone Boundary**

Perrine Elementary School boundary stretches beyond the 2 mile radius east of the school; however, due to the linear shape of the area, many of the attendees live relatively close. Due the proximity to the border of Cutler Bay, some safe routes extend into this neighboring municipality. The school sits in the center of an irregularly shaped attendance area, generally bounded on the north by SW 128<sup>th</sup> ST and SW 132<sup>nd</sup> ST, on the west by US-1, on the south by SW 144<sup>th</sup> ST and SW 152<sup>nd</sup> ST. The eastern boundary extends all the way to Biscayne Bay.

Coral Reef Elementary School boundary is not completely within the 2 mile radius of the school. The school sits in the center of an irregularly shaped attendance area, generally bounded on the north by SW 144<sup>th</sup> ST and SW 152<sup>nd</sup> ST, on the west by US-1 and a canal, on the south by SW 168<sup>th</sup> ST. The eastern boundary extends all the way to Biscayne Bay but also is bounded by SW 67<sup>th</sup> AV.

**END OF SECTION**

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

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

Each individual or Vendor submitting a proposal (Vendor) shall meet all of the terms, and conditions of the Request for Qualifications (RFQ) specifications package. By virtue of its proposal submittal, the Vendor acknowledges agreement with and acceptance of all provisions of the RFQ specifications.

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

Vendors are responsible for reviewing all portions of this RFQ, including all terms. Vendors are to promptly notify the Village's Procurement Specialist, in writing, if the Vendor discovers any ambiguity, discrepancy, omission, or error in the RFQ or forms. Any such notification should be directed to the Procurement Specialist ([lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov)) in writing promptly after discovery, but in no event later than (7 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

### **3.02 Inquiries Regarding RFQ**

Inquiries regarding the RFQ and all oral notifications of intent to request written clarification of the RFQ must be directed to:

Mrs. Litsy Pittser  
Procurement Specialist  
Village Managers' Office – Procurement Division  
9705 E Hibiscus Street  
Palmetto Bay, FL 33157  
Email: [lpittser@palmettobay-fl.gov](mailto:lpittser@palmettobay-fl.gov)

Inquires must be received (7 calendar days) prior to proposal due date; Thursday, January 18<sup>th</sup>, 2018, at 3:00pm.

### **3.03 Objections to RFQ Terms**

Should Vendor object on any ground to any provision or legal requirement set forth in this RFQ, the Vendor must, not more than ten calendar days after the RFQ is issued, provide written notice to the Department setting forth with specificity the grounds for the objection. The failure of a Vendor to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection. Without limiting the generality of the foregoing, the information provided in or in conjunction with this RFQ is provided solely for the convenience of the interested parties. It is the responsibility of parties to assure themselves that any information contained in or related to this RFQ is accurate and complete. No representations, assurances, or warranties pertaining to the accuracy of such information are, or will be, provided by the Department and no claim may be brought against Department as a result of the presentation of such information, irrespective of its accuracy, completeness or general utility.

### **3.04 Addenda to RFQ**

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

### **3.05 Proposal Withdrawal and Opening**

A Vendor may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Vendor 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. All proposals will be opened and declared publicly. Vendors or their representatives are invited to be present at the opening of the proposals.

### **3.06 Revision of Proposal**

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

### **3.07 Laws and Ordinances**

The Vendor shall observe and comply with all federal, state and local laws, ordinances, rules, regulations and Vendor standards that would apply to this contract.

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

The issuance of this RFQ 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 a Request for Qualifications; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this RFQ, or the requirements for contents or format of the submittals.

### **3.09 No Waiver**

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

### **3.10 Cone of Silence**

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

The Cone of Silence ordinance is available at [https://www.municode.com/library/#!/fl/palmetto\\_bay/codes/code\\_of\\_ordinances?nodeId=COOR\\_CH2AD\\_ARTVOFEM\\_DIV2COINCOET\\_S2-138COSI](https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI).

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

Communication between a potential vendor, service provider, bidder, lobbyist, or consultant and the Procurement Specialist named herein regarding this solicitation is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

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

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Vendor prior to the execution of a contract. This includes costs incurred by the Vendor as a result of preparing a response to this RFQ.

Vendors 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 Vendor’s risk.

### **3.12 Certification**

The signer of the Response (to this RFQ) must declare by signing the required forms that the person(s), Vendor(s) and parties identified in the Response are interested in and available for providing the services; that the Response is made without collusion with any other person(s), Vendor(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), Vendor(s) and parties identified in the Response.



### **3.13 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.

### **3.14 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 Vendor is awarded.

### **3.15 Village Authority**

Vendor proposals will be awarded at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, or to reject a proposal which is in any way incomplete or irregular. Proposals received after the deadline will not be considered.

### **3.16 Insurance**

Upon Village's notification of award, the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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.

### **3.17 Accounting**

The Consultant shall submit invoices detailing the services provided, project, 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. Prompt payment will be issued once invoice has been received, within 30 days.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Services Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157. Invoices will be paid within 30 days of time of receipt by the Village or as stipulated on the agreement by the Village and the Consultant.

### **3.18 Statement of Contract Disqualifications**

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

### **3.19 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 Vendor submitting a proposal, or who has quoted prices on materials to such Vendor, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Vendors submitting proposals.

### **3.20 Exceptions to Specifications**

Exceptions to these specifications shall be listed and explained on a separate page titled “Exceptions to Specifications”, which shall be prepared by the Proposer. This page shall then be attached to these documents and submitted at the same time as the proposal. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception shall be explained in its entirety. Any exceptions to these specifications may be cause for rejection of the proposal.

### **3.21 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.

### **3.22 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.

### **3.23 Disclosures and Potential Conflicts of Interest**

The Village of Palmetto Bay Code of Ethics prohibits public officials or employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the spouse, children and grandchildren, and their spouses, parents and the parents of a spouse, and brothers and sisters and their spouses.

To ensure full and fair consideration of all proposals, the Village of Palmetto Bay requires all Proposers including owners or employees to investigate whether a potential or actual conflict of interest exists between the Proposer and the Village of Palmetto Bay, its officials, and/or employees. If the Proposer discovers a potential or actual conflict of interest, the Proposer must disclose the conflict of interest in its proposal, identifying the name of the Village of Palmetto Bay official or employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Proposer from consideration. Information provided by Proposers in this regard will allow the Village of Palmetto Bay to take appropriate measures to ensure the fairness of the proposal process.

### **3.24 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 Vendor, any of its employees, or sub Vendors has been involved in within the last three (3) years.

### **3.25 Sub Vendors**

If any Vendor submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Vendor(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. Suspension and Debarment of sub-consultants will be verified.

### **3.26 Anti-Discrimination**

The bidder certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.27 Quality**

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

### **3.28 Legal Requirements**

Federal, state, county and Village laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

### **3.29 Protests, Appeals and Disputes**

A contract may not be awarded to the Bidder, unless the bid tabulation is posted at Village of Palmetto Bay Municipal Center, 9705 E. Hibiscus Street, Palmetto Bay, Florida, ten (10) days prior to award of contract. Protests must be submitted in writing to the Village Manager or his designee no later than ten (10) days prior to scheduled award by the Village Council. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the Village Council. The Village Manager or his designee shall act as the Village's representative, in issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence. Any documentation not issued by or received by the Village Manager or his designee shall be null and void. All costs accruing from a Bid or award challenged as quality, etc. (test, etc.) shall be assumed by the challenger. The decision of the Village Council shall be final and conclusive. Their decision shall be binding on all parties concerned, reviewable by a court of competent jurisdiction in Miami-Dade County, in accordance with laws of the State of Florida.

### **3.30 Disclaimer**

The Village Council of the Village of Palmetto Bay may, in its sole and absolute discretion accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. After all bids are analyzed, organization submitting bids that appear, solely in the opinion of the Village of Palmetto Bay, to be the most competitive, shall be submitted to the Village of Palmetto Bay's Village Council, and the final selection will be made shortly thereafter with a timetable set solely by the Village of Palmetto Bay. The selection by the Village of Palmetto Bay shall be based on the bid, which is, in the sole opinion of the Village Council of the Village of Palmetto Bay, in the best interest of the Village of Palmetto Bay. The issuance of this Bid constitutes only an invitation to make presentations to the Village of Palmetto Bay. The Village of Palmetto Bay reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the Village of Palmetto Bay shall have no liability to any Bidder for any costs or expense, incurred in connection with this Bid or otherwise.

### **3.31 Business Entity Disclosure Statement**

Bidder or Vendor 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 Bidder or Vendor, 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 Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor 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 Bidder or Vendor 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. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

### **3.32 Force Majeure**

The performance of any act by the Village or Vendor 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 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.

### **3.33 Copeland "Anti-Kickback"**

Vendor and all sub Vendors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **3.34 E-Verify**

Vendor acknowledges that the Village may be utilizing the Vendor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Vendor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Vendor during the Agreement term. The Vendor is also responsible for e-verifying its sub Vendors, if any, pursuant to any agreement between the Village and a State Agency, and reporting to the Village any required information. Vendor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement. Florida Governors Executive Order 11-116.

END OF SECTION

## SECTION 4.0: Scope of Services

The Scope of Services is to be used as a general guide and is not intended to be a complete list of all services necessary. The following are the services necessary to satisfy the terms of the contract agreement.

### 4.1 Scope of Work

The Village is interested in entering into a contract for professional services with an Engineering firm (Consultant) to provide Consultant Engineering and Inspection (CEI) Services for the specific Florida Department of Transportation (FDOT)/Local Agency Program (LAP) Village projects noted below. The CEI Consultant will report directly to and work in conjunction with the Village's Public Works staff. In addition to CEI Inspection services, the Consultant will be required to prepare and submit full compliance documentation as required by the FDOT/LAP Process, Procedures and Regulations.

This scope of work is for engineering services during the construction of the Perrine Elementary and Coral Reef Elementary School Priority 2 SRTS Improvements as detailed in the specifications and plans for Perrine Elementary and Coral Reef Elementary School. The anticipated tasks include but are not limited to construction management services, coordinating meetings, responding to request for information, reviewing change orders, pay applications, record drawings, site visits and inspections substantial and final completion inspections. The selected firm must also prepare the final construction certification report certifying compliance with the Construction Documents.

### 4.2 CEI SERVICES

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required to comply with FDOT/LAP Regulations and Requirements for contract administration, inspection, and oversight (only) of materials sampling and testing for the construction projects assigned.

**The Consultant shall be responsible for providing services as defined in this Scope of Services, and for full compliance with the current FDOT/LAP Manuals and Process and Procedures.**

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities. **Consultant must provide examples of prior experience with other municipalities in administering a LAP project.** Services provided by the Consultant shall comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Village and/or the FDOT/LAP. Such FDOT/LAP manuals, procedures, and memorandums are found at the FDOT/LAP website.

The Consultant shall provide expertise during all elements of the construction particularly those affecting cost, time of construction, and expeditious and efficient completion of the project described hereunder.



## 4.3 CEI TASKS

The Consultant will review all associated shop drawings submitted by the Contractor during the duration of the construction contract. The Consultant will also attend applicable construction field and/or office meetings as requested by the CEI, Contractor and authorized by the Village in order to assist in the resolution of any design and/or construction issues that arise during construction. The Consultant will also review and respond to Requests for Information (RFI) submitted by the Contractor so that the construction schedule is not impacted negatively.

4.3.1 The Consultant will assist the Village with a construction kick-off meeting prior to commencement of any construction activities by inviting all required parties from the Village, FDOT and the contractor. The Consultant will prepare the agenda, take minutes and lead the meeting.

4.3.2 The Consultant shall participate in weekly progress meetings. Supplying support to prepare and distribute meeting minutes to all attendees and other as appropriate. Weekly progress meeting report shall include tracking the Contractor's progress against the approved baseline schedule.

4.3.3 The Consultant shall perform site visits and inspect the progress of the construction and determine if the work is proceeding in accordance with the Contract Documents

4.3.4 The Consultant shall serve as liaison between the Contractor and the Village, permitting agencies, homeowners associations or other entity where such liaison is required to include public information relations.

4.3.5 The Consultant shall review Contractor's applications for payment and the accompanying data, records and schedules.

4.3.6 Upon receipt of Contractor's notification, conduct inspection of the Project to verify that the Contractor has attained Final Completion and assist in the preparation of a punch list of items to be corrected by the Contractor prior to issuance of certification of Final Completion by the Consultant.

4.3.7 Upon verification that all items on the final punch list have been corrected, and upon receipt and review of all project close-out documents properly assembled and with proper certifications as applicable, the Consultant will certify to the Village that all work/equipment required by the Contract has been completed/installed and recommend final payment to the Contractor by the Village.

4.3.8 Services are to be performed in accordance with the schedule established by the Village. It is anticipated that the construction duration for this project would be **120 working days** from Notice to Proceed, excluding Village holidays and weekends.

4.3.9 The Consultant will advise staff and assist the Village with contract and construction administration of this Local Agency Program (LAP) project to ensure all the FDOT/LAP requirements are met to certify the project to the Florida Department of Transportation.

**END OF SECTION**



## **SECTION 5.0: Submittal Requirements**

### **Time and Place for Submittal of Proposals**

**Proposals must be received by 3:00 p.m., on Thursday, January 25<sup>th</sup>, 2018.** Official time will be measured by the time stamp of the Village Clerks Office. **Late submittals will not be considered.** Postmarks will not be considered in judging the timeliness of submittals. Proposals submitted by facsimile or email will not be accepted.

Proposals must be delivered in person and left at the front desk or mailed to:

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

Clearly labeled “CONSTRUCTION ENGINEERING & INSPECTION SERVICES,” and include the specification number, Vendor name, and time and date of the proposal opening.

### **5.00 Format and Content of Proposals**

Each proposal must be submitted on the form(s) provided in the specifications and accompanied by any other required submittals or supplemental materials. Submit one (1) original copy, four (5) copies, and one (1) electronic copy on a flash drive of your complete submittal package.

Responses to this Request shall be in one volume. Any Vendor brochures and/or information pertaining to the qualifications of the Vendor and/or team may be submitted, but must be included in a single volume.

Construction Engineering and Inspection Proposals must include the following information:

1. Statement of the Proposers understanding of the work to be performed.
2. Description of relevant previous experience and FDOT funded projects and other construction engineering and inspection projects completed in the last five years.
3. Names, qualifications, certifications and experience of the Proposers key personnel and the Project Manager that would be assigned to the project.
4. A list of at least 10 references from municipalities and counties for whom the Proposer or its staff has conducted construction engineering and inspection projects during the last five years and a list of FHWA/DOT projects completed during the last 5 years (Village reference form included in solicitation document).

5. An affirmative statement that the Proposer accepts the provisions included in the Construction Engineering and Inspection document and that the Proposer would have no conflict of interest as described herein with any party which might affect its providing services under this solicitation and that should any potential or existing conflict of interest arise during the course of the engagement, such conflict shall be communicated to the Village of Palmetto Bay immediately. If a conflict of interest arises, the Village of Palmetto Bay may elect to terminate any contracts resulting from this solicitation.
6. Proof of Professional Engineering Certificate for the State of Florida.
7. List of any and all project related Claims or Litigation for the last five years against the Proposer or Proposers subcontractors.
8. A list of current projects and a schedule indicating availability of firm to properly staff the project from May 2017 through December 31, 2017.

**END OF SECTION**

SECTION 6.o: Evaluation and Selection Criteria

6.o Evaluation Method and Criteria

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Workload Assignments	5
Specific Experience with LAP Projects	10
Previous or Similar Work Completed	15
Proposer Qualifications and experience key personnel (Relevant experience)	35
Professional License for Key Personnel	10
Quality Management Plan Integration into Scope of Services	15
References (Experience services for similar projects)	<u>10</u>
Total	100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Proposals will be evaluated based on the Contractor’s responses to the requirements of this RFQ. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with Proposal. Interviews with contractor are not anticipated, but may be held at the option of the evaluation committee. The Village reserves the right to obtain clarification or additional information from any contractor in regards to its proposal.

Short listed proposals may be selected for an oral interview or presentation prior to a recommendation being presented to the Village Council. The Village reserves the right to select a responsive, responsible contractor(s) on basis of best value that is most advantageous to the Village. Final recommendation of any selected contractor is subject to the approval of Village Council.

6.1 Description of Evaluation Criteria(s)

**Workload Assignments (5 Points):** Each proposer shall include workload of identified key personnel to be assigned to this project.

**Specific Experience With Lap Projects (10 Points):** Each proposer shall describe your firms’ and sub-consultants’ specific experience on Florida Department of Transportation (FDOT) Local Agency Program (LAP) Project(s). Include details on cost control, work quality, and demonstrate ability to adhere to schedules and budget requirements.

**Previous or Similar Work Completed (15 Points):** List up to (5) similar projects completed in the State of Florida in which the proposed Project Team has served in the same capacity during the past five years. Include project name, brief description of the project, name and role of the key personnel

involved in the project, project status, and funding source. Please note projects that were completed while working for another firm.

**Proposer Qualification and Experience Key Personnel(35 Points):** Each proposer shall give a description of the company, including the size, range of activities, and the number of years with relative experience with governmental accounts. Particular emphasis should be given as to how the company-wide experience and expertise in this type of project will be brought to bear on the proposed project. Resumes of key personnel should only include qualifications and work experience relevant to the proposed work. The contractor should also submit proof of insurance as a part of the qualifications portion of their proposal.

**Professional License for Key Personnel (10 Points):** For each of the key personnel listed above, please include a copy of their professional licenses.

**Quality Management Plan Integration into Scope of Services (15 Points):** Each proposer will be evaluated on their quality management plan approach on how the Scope of Services will be met and the operational plan. A quality plan detailing the procedures, evaluation criteria, and guidelines of the firms organization to assure conformance with the Scope of Services required in the proposal.

**References (Experience Services for Similar Projects) (10 POINTS):** As part of the proposal evaluation process, the Village will conduct an investigation of references, including a record check or consumer affairs complaints. Proposer's submission of a proposal constitutes acknowledgment of the process and consent to investigate. The Village is the sole judge in determining Proposers qualifications. The Village as part of their evaluation may perform an inspection of the Proposer's facilities.

The appointed Selection Committee, Village Manager, or his designee as part of their evaluation may perform this inspection. The Selection Committee may perform a second pre-award inspection of the Successful Proposer's facilities and any technical advisors they deem necessary, prior to the award of a Contract. (Village reference form included in solicitation document)

Discussions and/or interviews may be conducted with responsible Proposers that have submitted proposals in order to clarify certain elements. All proposals shall be afforded fair and equal treatment with respect to any opportunity for clarification. In conducting discussion, there shall be no disclosure of information derived from proposals submitted by competing Proposers. The selection shall be done by the Village's selection committee. Once the Selection committee has reviewed and graded the proposals, the shortlisted proposers will be notified in writing.

If the Village is unable to reach any sort of agreement with the selected firm, the Village will discontinue negotiations with the selected firm and begin negotiations with the firm in the following rank and so on until agreement is reached.

Once the Village Selection committee is satisfied with the highest scored proposer, a recommendation will be sent to FDOT for their approval. Once the Village receives an acceptance from the Florida

Department of Transportation (FDOT), that recommendation will be passed on to the Village Manager so in turn, he can present the selection approval to the Village of Palmetto Bay Council.

## **6.2 Selection Criteria &/or Requirements**

The successful Proposer(s) will have a minimum of 10 years' experience in construction inspection services of municipal transportation projects.

The Village will select a Consultant on the basis of the responsiveness of the proposal to the RFQ submittal requirements. The Village of Palmetto Bay reserves the right to ask questions and seek clarification of any or all Proposers as part of its evaluation.

### **EEO Statement**

The Village is committed to assuring equal opportunity in the award of contracts and, therefore, the Proposer must with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations.

### **Americans with Disabilities Act**

The Village requires contractors, vendors, or other entities that conduct programs, services or activities on behalf of the Village to comply with the requirements of the Americans with Disabilities Act.

### **LAP (Federal DOT)**

To be qualified, firms cannot be on the State of Florida Suspension or Disbarment list, must be trained and certified for MOT design, comply with all FHWA requirements applicable, and comply with the Davis Bacon Wage Rate Act on any work performed on FDOT projects. All consultants will need to be FDOT certified and abide by Group 10; 10.1: Roadway CEI and 10. Construction Materials Inspection.

### **Time of Completion**

Time is of the essence. This project must be completed by July 18, 2018. The Proposer must provide a schedule that allows the project to begin and be complete on schedule.

### **Prohibited Interests**

Neither the Village nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Village or the locality during tenure or through December 31, 2017 thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interests is immediately disclosed to the Village, The Village, with prior approval of the Department, may waive the prohibition contained in this paragraph provided

that any such present member, officer or employee shall not participate in any action by the Village or the locality relating to such contract, subcontract or arrangement

The provisions of this paragraph shall not be applicable to any agreement between the Village and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a government agency.

**END OF SECTION**

## SECTION 7.0: Schedule

### 7.00 Schedule

The anticipated schedule for selection of Vendor is shown below:

Proposal Phase	Date	Location	Time (If Applicable)
RFQ is advertised and issued by Village	Wednesday, December 20 <sup>th</sup> , 2017	<a href="http://www.palmettobay-fl.gov">www.palmettobay-fl.gov</a> Bids & RFQ's.	8:30 AM
Deadline for Submission of written questions or requests for clarification	Thursday, January 18 <sup>th</sup> , 2018	N/A	3:00 PM
Proposal Submission Due	Thursday, January 25 <sup>th</sup> , 2018	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	3:00 PM
Selection of Committee	Wednesday, January 31 <sup>st</sup> , 2018	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	TBA
Announcement of Shortlisted Proposers	Friday, February, 2 <sup>nd</sup> , 2018	N/A	TBA
Shortlisted Presentations	Tuesday, February 6 <sup>th</sup> , 2018	N/A	TBA
Recommendation to be handed to the Manger for approval	Friday, February 9 <sup>th</sup> , 2018	N/A	TBA
Council Approval	Monday, March 5 <sup>th</sup> , 2018	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	TBA
Start Negotiations with Selected Consultant(s)	Wednesday, March 7 <sup>th</sup> , 2018	Village of Palmetto Bay Municipal Center 9705 E Hibiscus St, Palmetto Bay, FL 33157	TBA

*\*\* These dates are subject to change without notice\*\**

### 7.02 Contract Award

#### A. Proposal Retention and Award

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

**B. Competency and Responsibility of Vendor**

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

**C. Contract Requirement.**

The Vendor to whom award is made (Vendor) shall execute a written contract with the Village within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

**D. Failure to Accept Contract.**

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

**E. Contract Term**

This project must be completed by July 18, 2018. The Proposer must provide a timeline in order to meet the specified completion date. At the time of negotiation with the highest ranked proposer he/she will need to break down the timeline for Coral Reef Elementary and Perrine Elementary Schools and be able to breakdown separately the lump sum cost for Perrine Elementary School and Coral Reef Elementary School.

**F. Protest**

Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bonds or security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

**END OF SECTION**



## SECTION 8.o: Required Proposal Submission Forms

### DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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's 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 on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, 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 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 convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?**

Yes\_\_\_\_\_ No\_\_\_\_\_

NAME OF BUSINESS:\_\_\_\_\_

### SUB-VENDOR LIST

Proposer shall list all Proposed Sub Vendors to be used on this project if they are awarded the Contract.

[illegible]

**TECHNICAL EXPERTISE AND SPECIALIZED EQUIPMENT:** As a part of the evaluation of this proposal, the effectiveness of the equipment or techniques being proposed to do this service shall be evaluated by the Village's Representative. . (Please utilize additional sheet if required)

[illegible]

### **GOVERNMENTAL REFERENCES**

The Proposer's response to this questionnaire will be utilized as part of the Village's overall Evaluation and Vendor selection. Copies of reference form may be made to provide additional references; no more than ten.

Governmental References: Obtain references from other Governmental Agencies or Quasi-governmental agencies for which you have done business within the past five years. (Village's reference form is located on the following page)

## VILLAGE OF PALMETTO BAY • REFERENCE FORM



Solicitation Information: Construction Engineering and Inspection Services for Coral Reef Elementary Priority 2 & Perrine Elementary School Safe Routes (SRTS) Improvement Project  
Request for Qualifications No. 1617-11-007

Name of Proposer: \_\_\_\_\_

To Whom it May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the vendor 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:

### Contracted Services Information:

Scope of Work: \_\_\_\_\_  
\_\_\_\_\_

Length of Contract: \_\_\_\_\_

Total No. of Full-time Employees: \_\_\_\_\_ Total No. of Part-time Employees: \_\_\_\_\_

Total No. of Employees Eligible for Benefits: \_\_\_\_\_

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

Were the services provided to acceptable quality standards: \_\_\_\_ Yes \_\_\_\_ No

Was the vendor responsive to your requests and the requests and inquiries of your employees? \_\_\_\_ Yes \_\_\_\_ No

Did the vendor keep you fully informed of any updates and/or concerns related to the contracted services? \_\_\_\_ Yes \_\_\_\_ No

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 responses.

Sincerely,

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

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

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

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

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

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

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

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

Vendor: \_\_\_\_\_

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 Vendor 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 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 Vendor 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 Vendor 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: \_\_\_\_\_

Vendor: \_\_\_\_\_

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: \_\_\_\_\_

Vendor: \_\_\_\_\_

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.

---

**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 Vendor, 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 12101-12213 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, 29 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: \_\_\_\_\_

Vendor: \_\_\_\_\_

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**  
**(VENDOR / BIDDER DISCLOSURE)**

I, \_\_\_\_\_ being 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)*

\_\_\_\_\_  
*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-Vendors, 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:

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Vendor: \_\_\_\_\_

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

### ACKNOWLEDGMENT

State of Florida

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

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

WITNESS my hand and official seal

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

NOTARY PUBLIC  
SEAL OF OFFICE:

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

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

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

To the Village of Palmetto Bay,

We \_\_\_\_\_ (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay \_\_\_\_\_, RFQ# **1617-11-007**, 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: \_\_\_\_\_

Vendor: \_\_\_\_\_

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

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

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

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

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

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

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE }

SS:

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

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

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

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

Vendor: \_\_\_\_\_

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.

**STATEMENT OF PAST CONTRACT DISQUALIFICATIONS**

The Vendor 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.

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

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

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

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

Vendor: \_\_\_\_\_

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

---

## SECTION 9.0 FDOT REQUIRED FORMS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
375-030-32  
PROCUREMENT 11/15

**FLORIDA DEPARTMENT OF TRANSPORTATION  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS  
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Instructions for Certification

**Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any

lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**(End of Form)**

**CONSULTANT AFFIDAVIT**

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

Before me, the undersigned authority, personally appeared  
(Date) \_\_\_\_\_ who was sworn and says:

1. He/She is (Title) \_\_\_\_\_ of (Firm) \_\_\_\_\_ with office in  
(City and State) \_\_\_\_\_
2. The named firm is submitting the attached proposal for:  
Description: \_\_\_\_\_  
  
Financial Project ID(s) \_\_\_\_\_ F.A.P. No(s) \_\_\_\_\_  
in \_\_\_\_\_ County(ies), Florida.
3. The affidavit has made diligent inquiry enters this affidavit based upon his/her known knowledge.
4. Only one proposal for the above referenced project will be submitted, under the same name, and the proposer has no financial interest in the firm or another proposer for the same work.
5. Neither the affidavit or the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion and execution of the Consultant Agreement for this project.
6. Neither the firm nor its affiliates nor anyone associated with is presently debarred, suspended, or otherwise ineligible from participating in contract lettings by any state agency in any state or the F.H.W.A.
7. Neither the firm, nor any officer, director, employee of the firm or any of its affiliates has been criminally or civilly charged with suit or violations, or had convictions or judgements resulting from such charges. There have been no charges or subsequent convictions of any criminal act under state or federal law which involved fraud, bribery, conspiracy, public contract, except for matters previously disclosed to the County or Village and filed in case No(s) \_\_\_\_\_ with the Clerk of Agency Proceedings, (If inapplicable, enter N/A).

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

**NOTICE**

Any evidence of collusion among participating proposers will preclude their recognition as proposers on such job and subjects them to penalties and restraints under applicable State and Federal Law.

**PROPOSERS ON ALL COUNTY OR VILLAGE PROJECTS MUST SIGN AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.**

375-030-33  
PROCUREMENT  
10/01

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES  
ON FEDERAL-AID CONTRACTS  
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Name of Consultant:

By: Date: \_\_\_\_\_ Authorized Signature

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

375-030-30  
PROCUREMENT  
05/14

State of Florida Department of Transportation  
**Truth In Negotiation Certificate**

Pursuant to Section 287.55(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants the wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following end of the contract. For purposes of the certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

---

Name of Consultant

By:\_\_\_\_\_

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



## SECTION 10: Other Forms

<b>Form W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	<b>Give Form to the requester. Do not send to the IRS.</b>
<b>Print or type See Specific Instructions on page 2.</b>	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.

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

<b>Social security number</b>									
[ ] [ ] [ ]	-	[ ] [ ]	-	[ ] [ ] [ ] [ ]					
<b>Employer identification number</b>									
[ ] [ ]	-	[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ]	-	[ ] [ ] [ ] [ ]	

### Part II Certification

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### 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](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

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

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

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

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

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

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

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

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

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

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

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Construction Engineering & Inspection Services for Coral Reef Elementary  
Priority 2 & Perrine Elementary School Safe Routes to School (SRTS)  
RFQ No. 1617-11-007 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.

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contract. Please execute all copies of the Contract and return to our office within ten (10) consecutive days from \_\_\_\_\_ (Date) for final execution by the Owner.

Contract shall be executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days.

Sincerely yours,

By: \_\_\_\_\_  
Litsy Pittser, Procurement Specialist

**VILLAGE OF PALMETTO BAY**  
**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
Vendor

\_\_\_\_\_  
Address

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

PROJECT DESCRIPTION: Construction Engineering & Inspection Services for Coral Reef Elementary Priority 2 & Perrine Elementary School Safe Routes to School (SRTS)  
RFQ No. 1617-11-007 in accordance with Contract Documents  
as prepared by the Village

Gentlemen:

Please take notice, the commencement date for your services as described in agreement No. \_\_\_\_\_ is \_\_\_\_\_. The completion date shall be \_\_\_\_\_ from issuance of Notice to Proceed, which is \_\_\_\_\_. One executed copy of your project agreement for the above referenced project has been attached for your records. 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, Public Service Director, Corrice E. Patterson or her designee will be responsible for this project.

Sincerely yours,

By: \_\_\_\_\_  
Litsy Pittser, Procurement Specialist

**SECTION 10.0: Attachments**

**VILLAGE OF PALMETTO BAY**

**CONSTRUCTION ENGINEERING & INSPECTION SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 “Vendor” and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised a Request for Qualifications (“RFQ”) on \_\_\_\_\_, and

WHEREAS, Vendor submitted a Proposal dated \_\_\_\_\_ in response to the Village’s request, and

WHEREAS, at a meeting held on \_\_\_\_\_, the Village Council awarded the Vendor and agreed to enter into an Agreement with Vendor to perform the services described in the RFQ and Vendor’s Proposal submitted in response to the RFQ (“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, Addenda’s prepared by the Village for Construction Engineering & Inspection Services for Coral Reef Elementary Priority 2 & Perrine Elementary School Safe Routes to School (SRTS) RFQ No. 1617-11-007 (Exhibit 1).
- (ii) Proposal for the Village of Palmetto Bay prepared by Vendor dated \_\_\_\_\_ (Exhibit 2).

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
- D: Appendix 1 (Terms for Federal Aid Contracts 375-040-84)

## Article 2      Scope of Work

A. Vendor 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. Vendor 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

Vendor and the individual executing this Agreement on behalf of the Vendor warrant to the Village that the Vendor is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Vendor 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. Vendor acknowledges that due to the nature of this contract, that Vendor must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Vendor 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 Vendor shall submit invoices detailing the services provided, project, 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 to the Village’s authorized representative on a biweekly basis unless otherwise directed by the Village. All invoices must be submitted in the form of a hard copy. The invoice detail must consist of a tabular report listing all ticket information required by the Village. Invoice detail submittals will be checked against Village records. Village records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the Village authorized representative to the Village for payment.

A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the Village, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Village to repair damages caused by the Vendor(s) to public or private property.

Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in DUPLICATE to the Village of Palmetto Bay, Public Services Department, 9495 S. W. 180 Street, Palmetto Bay, FL 33157. Invoices will be processed as soon as received, prompt payment will be made no later than 30 days after receipt of invoice.

#### Article 5      Reports

A. Prior to commencement of operations under this Agreement, the Vendor 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 Vendor 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 Vendor 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 Vendor's performance). Termination or cancellation of the contract will not relieve the Vendor of any obligations or liabilities resulting from any acts committed by the Vendor 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 Vendor 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 Vendor agrees that in the event this Contract is terminated for the Village's breach, the damages that Vendor 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 8      Contract Term

This project must be completed by July 18, 2018.

#### Article 9      Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to five (5) years following the date of final performance of Services by the Vendor under this Agreement, audit, or cause to be audited, those books and records of Vendor which are related to Vendor's performance under this Agreement. Vendor agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Vendor's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Vendor under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Vendor 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 10      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 Vendor. The Vendor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Vendor authorized to use the Village's Tax Exemption Number in securing such materials.

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

#### Article 11      Indemnification

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Village of Palmetto Bay, its officers, employees, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Village of Palmetto Bay's sovereign immunity.

#### Article 12      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 Vendor. 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor 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 13      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 14      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 15      Governing Law

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

#### Article 16      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 Vendor of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by Vendor 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 Vendor, whether or not similar to the act so consented to or approved.

#### Article 17      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:

Vendor:

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 18      Independent Vendor

Vendor is and shall remain an independent Vendor and is not an employee or agent of the Village. Services provided by Vendor shall be by employees of Vendor 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. Vendor 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 Vendor. The rights granted to Vendor hereunder are nonexclusive, and the Village reserves the right to enter into agreements with other persons or Vendors to perform services including those hereunder.

#### Article 19      Assignment

The Vendor 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 Vendor 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 Vendor 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 Vendor to the Village. None of the work or services under this Contract shall be subcontracted unless the Vendor obtains prior written consent from the Village. Approved sub consultants shall be subject to each provision of this Contract and the Vendor shall be responsible and indemnify the Village for all sub ' acts, errors or omissions.

#### Article 20     Prohibition Against Contingent Fees

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

#### Article 21     Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Vendor 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 22     Conflict of Interest

Vendor 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 23     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 24     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 25      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 26      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 27      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 28      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 29      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 30      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 31      Permits, Licenses and Filing Fees

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

Article 32      Safety Provisions

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

Article 33      Public and Employee Safety

Whenever the Vendor'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 34      Preservation of Village Property

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

Article 35      E-Verify

Vendor acknowledges that the Village may be utilizing the Vendor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the Village and a State agency. Vendor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Vendor during the Agreement term. The Vendor is also responsible for e-verifying its sub Vendors, if any, pursuant to any agreement between the Village and a State Agency, and reporting to the Village any required information. Vendor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement. Florida Governors Executive Order 11-116.

Article 36      Vendor Non-Discrimination

In the award of subcontracts or in performance of this work, the Vendor 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 37      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. Vendors 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 Vendor 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 Vendor to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Vendor. An ambiguity or defect shall be considered patent if it is of such a nature that the Vendor, 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 Vendor 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 Vendor 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, Vendor shall immediately notify the Village in writing, and the Vendor and all sub-Vendors 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 Vendor'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 38     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 39     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.

#### Article 40     Waiver of Liens

Prior to final payment of the Contract Sum, a final waiver of lien shall be submitted by all suppliers, sub vendors, and/or Vendors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by the Contractor shall release Village from all claims of liability by Contractor in connection with the agreement.

#### Article 41     Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor is an independent contractor under this Agreement and not the Village's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor, which policies of Vendor shall not conflict with Village, State, or United States policies, rules or regulations relating to the use of Vendor's funds provided for herein. The Vendor agrees that it is a separate and independent enterprise from the Village, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor and the

Village and the Village will not be liable for any obligation incurred by Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

Continued on following page



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

OWNER

VENDOR

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

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

\_\_\_\_\_

Witness

APPROVED AS TO FORM BY

\_\_\_\_\_

Print Name

\_\_\_\_\_  
Village Attorney

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

### **DBE AVAILABILITY GOAL PERCENTAGE**

The overall goal for the Florida Department of Transportation's (FDOT) Disadvantaged Business Enterprise (DBE) program for FHWA assisted contracts is established on a triennial basis. The Florida Department of Transportation (Department) has an overall goal for federal fiscal years 2015 - 2017 set at nine point one percent (9.91%) race-neutral DBE goal utilizing the methodologies described in 49 CFR. Because this is a Federal-aid contract, the Contractor should fully comply with the goal. This means that the State's goal is to spend at least 9.91% of the highway dollars with Certified DBE's as prime Contractors or as subcontractors. Race-neutral means that the Department believes that the 9.91% overall goal can be achieved through the normal competitive procurement process. The Department has reviewed this project and assigned a DBE availability goal shown on the bid blank/contract front page under "% DBE Availability Goal". Although not a contract requirement, the Department believes that this DBE percentage can realistically be achieved on this project based on the number of DBE's associated with the different types of work that will be required.

Under 49 Code of Federal Regulations Part 26, if the 9.91% goal is not achieved, the Department may be required to return to a race-conscious program where goals are imposed on individual contracts. The Department encourages all of our Contractors to actively pursue obtaining bids and quotes from Certified DBE's.

### **ANTICIPATED DBE PARTICIPATION STATEMENT**

The Department is reporting to the Federal Highway Administration the planned commitments to use DBE's. This information is being collected through the Anticipated DBE Participation Statement.

### **EQUAL OPPORTUNITY REPORTING SYSTEM**

The Prime Consultant must enter Anticipated DBE Participation in to the EOC System by the date of the Pre-Construction Meeting. The Agency assigned LAP RCS will review and accept the DBE participation entered in the EOC System. The "EOC" The Equal Opportunity Compliance system is a web based application developed to manage DBE/MBE reporting and ensure compliance. This application is used statewide by FDOT prime contractors/consultants to report Bidders Opportunity List, DBE Commitments and DBE/MBE Sub payments.

### **BIDDERS OPPORTUNITY LIST**

The Federal DBE Program requires States to maintain a database of all firms that are participating, or attempting to participate, on USDOT-assisted contracts. The list must include all contractors that bid on prime contracts or bid or quote subcontracts on USDOT-assisted projects, including both DBE's and Non-DBE's.

## DBE BID PACKAGE INFORMATION

### DBE Utilization

#### DBE Reporting

If you are the prime consultant on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-design or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime consultant is required to report actual payments to DBE and MBE sub consultants through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

#### Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all Consultant's and Sub-Consultants submitting proposals on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business day of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

## DBE AFFIRMATIVE ACTION PLAN

### POLICY STATEMENT

It is the policy of \_\_\_\_\_ that disadvantaged businesses, as defined by 49 CFR **Part 26, Subpart D** and implemented under Rule Chapter 14-78, F.A.C., shall have the **opportunity** to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and \_\_\_\_\_.  
Subcontractors and/or suppliers to \_\_\_\_\_  
Will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

\_\_\_\_\_, and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with the Florida Department of Transportation.

\_\_\_\_\_, and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with the Department of Transportation.

\_\_\_\_\_, has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout \_\_\_\_\_ and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

\_\_\_\_\_  
President

**I. DESIGNATION OF LIAISON OFFICER**

\_\_\_\_\_ will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with the Florida Department of Transportation. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C.

The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all Florida Department of Transportation contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the Florida Department of Transportation, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the Florida Department of Transportation.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of the Florida Department Transportation.

(Liaison Officer's Name)  
(Your Company's Name)  
(Your Company's Address)  
(Phone Number for Liaison Officer)  
(Enter FEIN or Tax Id Number)

**II. AFFIRMATIVE ACTION METHODS**

In order to formulate a realistic Affirmative Action Plan, \_\_\_\_\_  
Has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform Florida Department of Transportation work;
3. Lack of interest in performing on Florida Department of Transportation contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of Florida Department of Transportation plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of \_\_\_\_\_ to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with the Florida Department of Transportation. \_\_\_\_\_ will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by Company;

- 
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
  3. Select portions of work to be performed by DBE's in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

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EQUAL OPPORTUNITY OFFICE  
02/08  
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4. Provide adequate information about the plans, specification, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by the Florida Department of Transportation to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.

\_\_\_\_\_ understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

### III. IMPLEMENTATION

On contracts with specific DBE goals \_\_\_\_\_ will make every effort to meet contract goals as stated by utilizing its affirmative action methods. On projects with no specific goals, the Company will, as an expression of good faith, seek to utilize DBE subcontractors where work is to be subcontracted.

### IV. REPORTING

\_\_\_\_\_ shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan.

The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all Florida Department of Transportation projects;
4. **the company shall comply with Florida Department of Transportation's requirements regarding payments to subcontractors including DBE's for each month (estimate period) in which the companies have worked.**

### V. DBE DIRECTORY

\_\_\_\_\_ will utilize the DBE Directory published by the Florida Department of Transportation.

The Company will distribute Form Number 275-030-01, Schedule A Certification Form Number 1, to potential DBE contractors and assist in their completion.

**UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)  
EXECUTIVE ORDER 11246  
EEO AND AFFIRMATIVE ACTION GUIDELINES FOR FEDERAL CONTRACTORS  
REGARDING RACE, COLOR, GENDER, RELIGION, AND NATIONAL ORIGIN**

**BASIC PROVISIONS**

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has been committed to ensuring that Government contractors comply with the equal employment opportunity (EEO) and the affirmative action provisions of their contracts.

OFCCP administers and enforces [Executive Order 11246](#), as amended, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

**AFFIRMATIVE ACTION REQUIREMENTS**

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

**ENFORCEMENT AND COMPLIANCE**

**Compliance Reviews**

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company. The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered, OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

### **Complaint Investigations**

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.

Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

### **Compliance Assistance**

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

### **Enforcing Contract Compliance**

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

### **Further Information**



For more information about contract compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Office of Federal Contract Compliance Programs.

**UNITED STATES DEPARTMENT OF LABOR  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS  
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)  
EXECUTIVE ORDER 11246, AS AMENDED**

**Executive Order 11246 — Equal Employment Opportunity**

**SOURCE:** The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p.339, unless otherwise noted.

Under and by virtue of the authority vested in me as President of the United States by the Constitution and statutes of the United States, it is ordered as follows:

**Part I — Nondiscrimination in Government Employment**

[Part I superseded by EO 11478 of Aug. 8, 1969, 34 FR 12985, 3 CFR, 1966-1970 Comp., p. 803]

**Part II - Nondiscrimination in Employment by Government Contractors and Subcontractors**

**Subpart A - Duties of the Secretary of Labor**

**SEC. 201.** The Secretary of Labor shall be responsible for the administration and enforcement of Parts II and III of this Order. The Secretary shall adopt such rules and regulations and issue such orders as are deemed necessary and appropriate to achieve the purposes of Parts II and III of this Order.

[Sec. 201 amended by EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

**Subpart B - Contractors' Agreements**

**SEC. 202.** Except in contracts exempted in accordance with Section 204 of this Order, all Government contracting agencies shall include in every Government contract hereafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

[Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct.

5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

SIGNED AND SEALED PLANS FOR  
PERRINE ELEMENTARY

AND CORAL REEF ELEMENTARY PRIORITY 2  
SRTS IMPROVEMENTS

APPENDIX 1 – (TERMS FOR FEDERAL AID CONTRACTS FORM 375-040-084)

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