

REQUEST FOR QUALIFICATIONS

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



TITLE:

Safe Streets and Roads for All ("SS4A")

RFQ NO.:

2024-00-005

DUE DATE:

Friday, February 16th, 2024 on or before 3:00 p.m. EST
(Municipal Building)

ISSUED:

Tuesday, January 16th, 2024

CONTACT PERSON:

Alessia Bencomo
Procurement Specialist
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov



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SECTION 1.0: Advertisement



REQUEST FOR QUALIFICATIONS (RFQ)

Safe Streets and Roads for All ("SS4A")

No. 2024-00-005

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide a Safe Streets and Roads for All ("SS4A") Action Plan for Palmetto Bay, to include but not limited to: review, update where needed and integrate all current transportation master plans (all modes); the existing traffic data, and the Florida Department of Transportation (FDOT) Context Sensitive Classification System, (with the exception of US-1), into one comprehensive document. These services are to be provided with certain performance measures defined by this RFQ.

Sealed proposals will be received by the Village Clerk Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157. The proposals shall be submitted **no later than 3:00 p.m. on or before Friday, February 16th, 2024**, at which they will be publicly opened and announced.

A pre-submission meeting is scheduled on **Wednesday, February 7th, 2024, at 10:00 a.m.** at Village of Palmetto Bay Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

To be considered, all interested Parties must request a copy of the proposal documents which can be downloaded at the Village website <http://www.palmettobay-fl.gov> under Bids and RFQs on **Tuesday, January 16th, 2024**. Please submit one (1) USB containing the entire submission in one (1) sealed package titled "**Safe Streets and Roads for All ("SS4A") RFQ# 2024-00-005**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Alessia Bencomo at abencomo@palmettobay-fl.gov or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time, to issue addendum, to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

About the Village of Palmetto Bay ("Village")

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

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

The Village residents enjoy the benefits of an extensive park system composed of five (5) Village parks and two county facilities. Our parks offer recreational opportunities ranging from active to passive activities with an array of programs and even a neighborhood library. The commercial corridor along South Dixie Highway is easily and quickly accessible from any location within Village limits. Restaurants, retail services, and shopping venues, from major chains to family-owned enterprises, are among the Village's commercial base.

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

Village Boundaries

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

2.01

Estimated Schedule

Proposal Phase	Date	Location	Time (If Applicable)
RFQ is advertised and issued by Village	Tuesday, January 16 th , 2024	Posted on the Miami Herald and Villages' Website	
Pre-Submission Meeting	Wednesday, February 7 th , 2024	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	10:00 a.m. EST
Last day to Submit Questions	Monday, February 12 th , 2024	Via Email to abencomo@palmetto-bay-fl.gov	3:00 p.m. EST
Proposal Submission Date	Friday, February 16 th , 2024	Village of Palmetto Bay Municipal Center ATTENTION TO THE VILLAGE CLERK 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00 p.m. EST

2.02

Contract Award

A. Proposal Retention and Award

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

B. Competency and Responsibility of Company

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

C. Contract Requirement

The Proposer to which award is made shall execute a written Contract with the Village after notice of award. The contract shall be made in the form prepared by the Village Attorney and a draft is included in this Request.

D. Insurance Requirements

The Proposer shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of contract award as a precondition to contract execution. All policies shall list the Village as an additional insured.

E. Business License & Tax

The Proposer must have a valid business license and tax certificate before execution of the Contract.

F. Failure to Accept Contract

The following will occur if the Proposer to whom the award is made (Company) 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 Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Commencement

The Contract term commences once the Contract has been fully executed by all Parties and Notice is given to commence.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFQ specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFQ specifications.

3.02 Errors and Omissions in RFQ

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

3.03 Inquiries Regarding RFQ

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

Alessia Bencomo
Procurement Specialist
Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Monday, February 12th, 2024, at 3:00 p.m.

3.04 Addenda to RFQ

The Village may modify or clarify the RFQ, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person as having received a copy of the RFQ for proposal purposes. The Village 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 Village prior to the submittal due date regardless of when the submittal is submitted. The Proposer *shall acknowledge receipt of any addenda by indicating the same in their proposal*

submission. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer 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 unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. Proposers who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Proposer chooses to withdraw their proposal after the Proposer has been granted the award, there will be fees that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Proposers or their representatives are invited to be present at the opening of the proposals.

3.06 Revision of Proposal

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

3.07 Reservations of Rights by the Village

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

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

3.08 No Waiver

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

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence."

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth. Communication between a potential Proposer and the Procurement Specialist named above 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.

3.10 Submittal and/or Presentation Costs

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

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services.

3.11 Certification

A Proposer must declare by signing all the required forms included under Section 6.0:

1. Drug-Free Workplace Certification
2. Acknowledgment, Warranty, Certification and Acceptance
3. Non-Collusive Affidavit
4. Sworn Statement on Public Entity Crimes
5. Disability Nondiscrimination Statement
6. Business Entity Affidavit
7. Conformance with OSHA Standards
8. Anti-Kickback Affidavit
9. Statement of Consultant Past Contract Disqualifications
10. E-Verify Affidavit
11. Foreign Country of Concern Attestation

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information

and materials received by the Village in connection with responses shall become property of the Village.

3.13 Retention of Responses

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

3.14 Insurance

Upon Village's notification of award, the Proposer shall furnish to the Procurement Division, Certificates of Insurance that meets the requirements as outlined below:

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

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund. Notwithstanding any insurance coverage, nothing herein shall effect the Village's rights under Section 768.28, Florida statutes.

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

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

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

and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

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

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

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

3.17 Submittal of One Proposal Only

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

3.18 Proposer Responsibilities

The Proposer shall not look at the Village or any Village owned properties to pay for damages to the Proposers personal property.

3.19 Non-Appropriation of Funds

The Village 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.

3.20 Property of the Village

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

3.21 Litigation

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

3.22 Subcontractors

If the Proposer intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the proposal and approved by the Village. Following the award of the Contract, no additional Subcontracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Proposer shall submit with the proposal a list of the Subcontractors who will perform the Work for each division of the Project Specifications. The Proposer shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The Proposer shall provide an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers, and its name for each such Subcontractor, person, and organization. No change shall be made after submission of the proposal, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of the Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful proposer to

submit an acceptable substitute without an increase in the proposal price. If the apparent successful proposer declines to make any such substitution, the Contract shall not be awarded to such Proposer. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful proposer, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such Proposer proposes to Subcontract and after the Notice of Intent to Award may only Subcontract other portions of the Work with the Villages written consent.

3.23 Indemnification

The Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense at both trial and appellate levels in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract to the extent caused by negligence, reckless or wrongful conduct in the performance of the Contract by the Proposer or its employees, agents, servants, partners, principals or Subcontractors. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village, and shall pay all costs, judgments and attorney's fees at trial and appellate levels which may issue as a result of the Proposer's negligence. The Proposer expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Proposer shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. 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, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Proposer agrees that in the event the Contract is terminated for the Village's breach, the damages that the Proposer may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

3.24 Quality

The SS4A must comply with the requirements of the Community Planning Act contained in Chapter 163 of Florida Statutes. The Village completed the evaluation

and appraisal review of the plan (F.S. 163.3191) in July 2022. The results of this project must meet all requirements of the Federal grant process, product, and responsibilities to receive grant reimbursements.

3.25 Protests, Appeals and Disputes

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

www.municode.com:

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

3.26 Force Majeure

The performance of any act by the Village or Proposer may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third Parties or Village personnel and in such event the Village shall withhold payment due to Proposer for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate this Contract.

3.27 E-Verify System

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

3.28 Consultants' Competitive Negotiations Act

The Village's selection process for Consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The professional services selection Committee will review the qualifications of all proposals. Services under this Contract will comply with Section 287.055 of the Florida Statutes referred to as the CCNA. The Village's Procurement Code acknowledges compliance with CCNA. It is the intent of the Village to select and negotiate a Contract with one (1) Proposer. The Village will negotiate a fee schedule and not to exceed amount or guaranteed maximum price as part of Contract.

SECTION 4.0: Scope of Services

Street Safety Action Plan Objectives and Focus Areas

The Village received a SS4A Federal Grant for a "Street Safety Action Plan". The funding from the United States Department of Transportation Federal Highway Administration equals three hundred seventy-five thousand dollars and zero cents (\$375,000.00) with an additional one hundred twenty-five dollars and zero cents (\$125,000.00) match from the Village. The Street Safety Action Plan shall be completed, including acceptance at a public hearing by the Village Council, no later than September 30th, 2026 (although we expect this project to be completed in twelve to eighteen (12-18) months).

The Village is committed to supporting Complete Streets for All and a Vision Zero goal. This action plan will review, update where needed and integrate all our current transportation master plans (all modes), existing traffic data, industry best practices, and FDOT Context Sensitive Classification System (except US-1), bike-ped master plan, sidewalk master plan into one (1) comprehensive document. This project will allow the Village to prioritize actions that can be integrated with land use policies in the Comprehensive Plan and the five (5) year Capital Improvements Plan. Implementation will be funded with local and regional funds, as well as, future construction grants. We will work with Miami-Dade County, the Transportation Planning Organization and FDOT to implement the actions identified in this plan.

The Village is also actively updating its State Comprehensive Plan where strategies, goals, objectives and policies will be added. With this grant, the Village intends to create one unified complete transportation guidebook that will incorporate all planning studies, special area plans, designs, and street classifications to encourage and implement complete streets towards our goal of Vision Zero.

Public Input- The Village will strive to include public input from all stakeholders and will specifically target those areas within the Village defined by U.S. Department of Transportation (USDOT) as "underserved communities". The Village also looks to hire a diverse team of professionals that can engage disadvantaged communities and look at ways to bridge the gaps that previous transportation projects divided communities. A portion of this grant will look to study areas of past redlining and roadway improvement projects to see how existing barriers can be renovated, reconstructed, or mitigated to allow for greater access to transit, medical care, food and pharmacies for individuals daily needs. The Village has within our boundaries a five point seven percent (5.7%) poverty rate (<https://www.census.gov/quickfacts/fact/table/palmettobayVillageflorida/IPE120221#IPE120221>) and has members in our neighboring communities that are of lower socioeconomic status who visit our businesses, attend our schools and will all benefit from the guided implementation of a Comprehensive Roadway Safety Plan. The Village has always welcomed all people regardless of race, color, sex, religion, or socioeconomic status by not specifically creating projects for those groups, but by

ensuring all projects, events and community involvement opportunities are accessible and can help as many as possible.

Safe Routes- The Village prides itself on being known as the "Village of Parks" and we have recently completed a Parks Master Plan. We will be using this grant to build on that vision and provide Safe Routes to Parks by prioritizing alternative transportation methods to access our parks from surrounding neighborhoods. Opportunities will be explored for multi-use trails along South Florida Water Management District canal right of ways that can support exclusive off-street improvements across the Village. Our existing off street multi-use pathways (parks) will be analyzed to implement the most current best management practices for safety, lighting, and especially crossing locations including specific high visibility pavement markings and signage.

The Village has many top-rated schools within its boundaries and this grant will be used to facilitate a Safe Routes to Schools study of all public K-12 schools. Recommendations will help guide our design standards, roadway classifications and specific improvements can be funded through future implementation grants and other FDOT/TPO program funding. Beyond our schools and parks, bicycle and pedestrian mobility is a high quality of life factor connecting neighborhoods.

We look to improve walking, biking, and access to individuals with disabilities as a total percentage of our overall transportation system. The Village is committed to reducing roadway fatalities and environmental sustainability within our boundaries with the continued implementation of traffic circles at all two (2) lane centerline and half centerline road intersections. The replacement of traffic signals, except along US-1, will reduce greenhouse gas emissions, provide sustainable solutions and continued service during power outages, reduce speeding, provide safe ADA friendly crossings and avoid running of stop signs at our busy intersections around the Village. With this plan the Village hopes to improve rolling access through improved intersection ideas, walking signals and crosswalks leading to bus stops to better assist rolling users in accessing public transportation. Additionally reviewing context sensitive sidewalk widths in commercial areas and specifically a broad US-1 corridor policy plan will improve pedestrian access where we expect the greatest number of users. This grant will assess all existing street conditions ensuring broken and uneven sidewalks for users are identified, any missing or non-compliant ADA access ramps and street trees for shading pedestrians will be documented.

Finally, the Village will be looking at ways to coordinate with Miami-Dade County on improved access to the South Dade Busway and analyzing the location of existing and proposed bus stops to facilitate efficient connected bus routes with local transit circulator and surrounding land uses. The Village will be looking at how our circulator will need to be modified as a result of the County Bus Rapid Transit (BRT) project and exploring design ideas or inspirations that could bridge US-1 and directly connect

into major BRT stations under construction adjacent to the Village. US-1 is the greatest barrier between the Village and the South Dade Busway BRT line located adjacent to the Village municipal boundary immediately west of the US-1 right of way.

The objective of the Comprehensive Safety Action Plan is to provide the Village with a roadmap for future investments, repairs and renovations to achieve Complete Streets for All and Vision Zero. The Village looks forward to having one unified transportation planning and implementation action document that the Village will utilize for the five (5) year Capital Improvement Plan and all future private development projects. This document will be developed together with the public and the plan's policies will be set into the Village's Comprehensive Plan, zoning standards and Public Services' projects.

The final document should:

- Review all current Transportation Master Plans and existing Public Services documents. The design team will create examples for FDOT Context Based Solutions, Complete Streets and Vision Zero policies and design examples. The Village will address capacity through existing right-of-way designed for all users and prioritize building out alternative transportation infrastructure consistent with future Safe Routes funding, SS4A goals and actions towards a Vision Zero future within the Village on all non-state highways.
- Incorporate and update the Village's Sidewalk Master Plan with Public Services Department and conduct a sidewalk facility gap analysis. Specifically show best practices examples for sidewalk-roadway intersections meeting ADA compliance, reduced crossing distances and mid-block facilities, round-a-bout, signalized and non-signalized intersection crossings through a Vision Zero lens.
- Incorporate and update the Village's Bicycle Master Plan with the Public Services Department and conduct a bicycle facility gap analysis. Specifically show best practices examples for roadway types as associated with Context Based Solutions, Complete Streets and Vision Zero policies and design examples.
- Incorporate and update Miami-Dade County designated or proposed multi-use paths within the Village including all designs for county path signage and striping. Specifically, additional analysis and best practices will be requested along Old Cutler path for specific onsite considerations to improve path widths, location, driveway/street crossings, striping, signage, buffers/protection barriers from vehicles, lighting, and landscape bioswale considerations. Identify any roadway segments that could be easily altered to allow greater separation and/or stormwater infiltration. Identify locations where additional physical barriers are necessary to promote the route's public

safety. Identify any pinch points due to right of way, roadway location, landscape, or other barriers to the typical best practices design.

- Review each Miami-Dade County public school site within the Village for conceptual analysis and design ideas applicable to Safe Routes to Schools criteria as applied to immediately adjacent streets, public right of ways, and access from the public right of ways to the school entrances/exits. Suggest short term solutions, tactical urbanism solutions, pilot projects or quickly implementable alternatives through a Vision Zero lens.
- Review each State, County and Village park site within the Village for conceptual analysis and design ideas applicable to Safe Routes to Parks criteria as applied to immediately adjacent streets, public right of ways, and access from the public right of ways to the park entrances/exits. Suggest short term solutions, tactical urbanism solutions, pilot projects or quickly implementable alternatives through a Vision Zero lens.
- Create best practices and examples section for modern round-about installations at four (4) way intersections vs four (4) way stop or signalized intersections on center line and half center line roadways within neighborhoods. An example location rendering would be required, best practices criteria and enacted examples.
- Show best practices and examples section for connecting communities across large six (6) lane arterial roadways at intersections and non-signalized locations through overpass/underpass walkways, mid-block crossings (one (1) way sections downtown) and creating direct connections to public transitway stations. An example location rendering, best practices criteria and enacted examples for relative signalized and non-signalized locations.
- The final document will be an action plan that is very graphic in nature and shows examples and design precedents for best practices of specific types of bike, pedestrian, multi-use routes, ADA, round-a-bouts, intersection crossings, and types of traffic calming devices that can be implemented through the Village's Capital Improvements Program (CIP) over time and adjacent to individual site redevelopments.
- The action plan shall serve as the basis and backup for creating a five (5) year CIP Element of the Comprehensive Plan as required by Chapter 163, Florida Statutes. This will include a prioritized listing of infrastructure improvements and goals. The action plan shall also incorporate all possibilities consistent with the Villages conservation, sustainability, stormwater management, low impact development, and alternative transportation solutions described throughout our Comprehensive Plan.

- An analysis of historical maps, FDOT designs & policies, redlining, locating government facilities or other practices that previously disenfranchised federally designated underserved neighborhoods, segregated neighborhoods or effectively divided communities through transportation decisions, designs, locations, or actions. This plan will suggest specific transportation interventions that can be implemented to reconnect communities across geographic or municipal boundaries.
- The action plan shall address physical-barrier-mitigation measures that could include land bridges, pedestrian bridges, bike lanes, linear parks, intersection improvements, signalization improvements, lighting, landscaping, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for neighborhoods especially, designated underserved communities that are also underserved by transportation choices.
- The action plan shall include new or improved walking, biking, and access to individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation.
- The action plan shall demonstrate how the final document improves racial equity and reduce barriers to opportunity.
- The action plan shall include a description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.
- Robust public engagement process, which will include a dedicated website/QR code link, stakeholder's meetings, workshops and presentations to the Village Council. Develop an online web map application with a survey using Geographic Information System (GIS) based software to allow public interaction throughout the process.

Integration of existing transportation master plans will be provided by the Village. This project will use all available existing traffic and crash data from multiple sources. This project does not include any new transportation data. This project is an action plan of best practices, examples and specific actionable project focus to achieve our Comprehensive Plan goals, implement our master plans, and achieve Vision Zero.

SECTION 5.0: Evaluation and Content of Proposals

Required RFQ Submittal Format

Title Page: Title page shall show the RFQ subject, title, and proposal number; the Proposers name; address and telephone number of the primary contact person; and the date of the proposal.

Tab 1 - Transmittal Letter: Responses limited to two (2) pages. The cover letter must include the full legal name of the Proposer; a brief summary of the proposing Proposer; a statement of the Proposers understanding of the scope of services to be provided; the address of the office conducting the service and of the office administering the proposal, the names of the person(s) who will be authorized to make representations for the Proposer, their titles, addresses, telephone numbers, and e-mail addresses. The cover letter must be signed by an authorized official of the Proposer, preferably the President. Proposer shall provide proof with its offer of signing authority for any official who signs the cover letter other than the President.

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

Tab 3 - Summary of Background, Qualifications: Thirty-five (35) points Page Limit - Forty (40) pages total

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

This criterion measures the Project Team's organization, and the level of experience of the Proposer and subconsultant/subcontractor Personnel in relation to content and criteria described in this RFQ. Measurement of this criteria indicates the Village's confidence in the Proposer's ability to deliver the project in conformance to requirements associated with the project disciplines. This section shows how well the team collaborates, communicates, is organized and is resourced to meet all of the professional and specialty requirements to properly provide necessary services. It shows the overall level of the team's technical qualifications and understanding of topics to successfully complete the project based on the goals established by the Village.

Demonstrate an understanding of the RFQ criteria, technical principles necessary to complete the job, and ability to perform the work needed on the following areas:

- Vision Zero, Complete Streets, Context-Sensitive Designs, Safe Routes to Schools/Parks.
- Actionable results of Complete Streets, Vision Zero, Bike-Ped Master Plans, and Tactical Urbanism.
- Experience analyzing, documenting, and proposing neighborhood/city wide existing conditions and proposed best practices report/examples.
- Experience and knowledge of resiliency efforts (green infrastructure) in transportation projects.

This is supported and funded in part by a Federal grant and requires that project partners have adopted an equity and inclusion program/plan/statement or has otherwise instituted equity-focused policies related to projects procurement, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *Identify the relevant programs, plans, policies or team members that address racial diversity, equity, minority-led, small business or other defined classes in the supporting narrative.*

Tab 4 - Project Approach/Timeline: Thirty-five (35) points Page Limit – Page Limit - Ten (10) pages total

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

This criterion measures the Project Team Approach, vision, evaluation, and scheduling various elements and identify any constraints of the project as described in this RFQ. Measurement of this criteria reflects the Village's confidence that the team can deliver the vision, with proposed actions to meet the project goals and resolving any critical issues. It shows how well the team considers and presents innovative approaches to project implementation.

- Explain the scope of services to be provided as understood by the Proposer. Detail the services that your team will offer/provide.
- Describe the approach to achieving Vision Zero including any successful implementations.
- Describe the approach to public outreach and the expectation of a successful outreach program. Demonstrate examples of public outreach and specific techniques and technologies that could be utilized. Specifically, how to reach out to Federally recognized "underserved communities".
- Describe and analyze underserved communities that could have been impacted by prior transportation decisions, redlining and similar prior non-equitable treatment.

- Describe examples and techniques to graphically present an action plan for evaluating and presenting the data, reports, and deliverables identified into a singular document as described in your Scope of Work.
- Ability to have monthly follow-ups, provide PowerPoint presentations to council/residents.

Tab 5 - Similar Work: Twenty (20) points Page Limit - Page Limit - Ten (10) pages total

This criterion measures the relevant experience of the Proposer working on grants and specific topics in the RFQ.

- Demonstrate experience with transportation grants, deliverables, coordination, assistance with quarterly reports.
- Demonstration of completion of projects on budget and on-time.
- Describe the approach to analyzing existing documents and plans, synthesizing this information into one guiding document, and prioritizing topics, goals, examples by implementation complexity, time, cost, and external factors for implementation.
- Proposal shall indicate overall timeline, inclusive of project milestones and include information communicating the firm's ability to meet schedule and budget.

Tab 6 - References: Ten (10) points - Three (3) references

This criterion measures the relevant experience and customer experience through references of work relevant to this RPQ.

- Three (3) references shall be documented with supporting project facts, implementation, contacts, and budget.
- At least two (2) references must be municipal references with access to final product online, pdf for review.
- References will be contacted and deliverable reviewed for relevance.

5.1 Preparation of Proposals:

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

One (1) sealed envelope which includes: One (1) USB drive of your submittal no later than 3:00 p.m. EST February 16th, 2024.

This electronic version submitted on a USB drive of the proposal shall be in pdf form and shall include all the information and documentation requested. The electronic version of the proposal submission should be a continuous document in one (1) file and shall clearly identify the Proposer and labeled as "Safe Streets and Roads for All ("SS4A")" RFQ 2024-00-005 to include the name of the Proposer, address, contact person and phone number.

Please be sure that if the USB Drive is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The proposal inside the package should also be addressed/labeled to the below department and address.

**Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157**

Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the Proposal submission. A Proposer's failure to include a signed formal Addendum in its Proposal submission may deem its Proposal non-responsive.

Proposal Evaluations and Ranking

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

Criteria Points

Background, Qualifications and Experience	35
Project Approach/Schedule	35
Similar Work	20
References	10
Total Points	100

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company 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. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this Contract. Company 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 Village conflict of interest and code of ethics ordinances. Further, Company 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 Company, if the Company is chosen for performance of the Contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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 Company 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 Company 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 Company 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 Company 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: _____

Company: _____

Date: _____

Continued 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

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:

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended 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 proposals 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: _____

Company Name: _____

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

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:

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

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

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.

Continued Next Page

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

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

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the proposal. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer recognizes that with respect to this proposal, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals for goods or services to Village.

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

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-contractors, 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: _____

Company: _____

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

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____, Proposer, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFQ# 2024-00-005, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, 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-contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

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

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

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

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

Yes or No, If yes, explain the circumstances.

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: _____

Company Name: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter

“Employer”) after first being duly sworn hereby swears or affirms as follows:

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

This _____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

Signed and sworn to (or affirmed) before

me, this the

_____ day of _____, 20____. My

Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Proposer

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Safe Streets and Roads for All ("SS4A")
RFQ No. 2024-00-005 in accordance with Contract Documents
as prepared by the Village

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

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

Sincerely yours,

Alessia Bencomo, Procurement Specialist

Cc:
Attachment(s)

SECTION 8.0: Exhibits

Draft Contract for: Safe Streets and Roads for All ("SS4A")

Between the Village of Palmetto Bay, Florida and _____

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

WHEREAS, the Village advertised a Request for Qualifications ("RFQ") on **January 16th, 2024** for a **Safe Streets and Roads for All ("SS4A")** (the Project); and

WHEREAS, the Company submitted a Proposal date on **February 16th, 2024**, in response **RFQ# 2024-00-005**; and

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

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

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term
5. Contract Price
6. Notices
7. Termination
8. Indemnification
9. Insurance
10. Modifications/Amendments

11. Governing Law
12. Waiver
13. Assignment
14. Prohibition Against Contingency Fees
15. Conflict of Interest
16. Entire Agreement
17. Captions and Paragraph Headings
18. Joint Participation
19. Counterparts
20. Preservation of Village Property
21. Immigration Act of 1986
22. Company Non-Discrimination
23. Federal and State Tax
24. Public Records
25. Severability
26. E-Verify

Article I. Exhibits

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

(i) Specifications and RFQ Documents prepared by the Village for the development of Safe Streets and Roads for All ("SS4A") RFQ# 2024-00-005.

(ii) Proposal for the Village prepared by the Company dated _____.

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

- A. This Contract

B. Exhibit (i)

C. Exhibit (ii)

Article 2. Scope of Work

1. The Work is generally described as follows:

The Village is committed to supporting Complete Streets for All and a Vision Zero goal. This action plan will review, update where needed and integrate all our current transportation master plans (all modes), existing traffic data, industry best practices, and Florida Department of Transportation (FDOT) Context Sensitive Classification System (except US-1) into one comprehensive document. These services are to be provided with certain performance measures defined by this RFQ.

2. The finished document shall include but not limited to: The Company's proposal for RFQ# 2024-00-005 "Safe Streets and Roads for All ("SS4A")"

3. Preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining the concession stand. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial.

Article 3. Qualifications

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

Lead Consultant for this Project is _____.

Article 4. Term

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

Article 5. Contract Price

The guaranteed maximum price (GMP) shall include all Work necessary for the proper execution and completion of the Project. Based on the Company's proposal the total amount is _____ (\$_____). The Company shall give prior notice to the Village if the Project exceeds the total price. The Company shall fund any additional costs that exceed the total price if the Company failed to provide prior notice to the Village.

The payment shall be as follows: Company shall submit invoices to: Village of Palmetto Bay, Community and Economic Development Department, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Only work that has been signed off as satisfactorily completed can be subject to payment.

Article 6. Notices

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

Village:
Nick Marano
Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Company:
Owner/Principal
Title
Company Name
Address1
Address2

Article 7. Termination

A. Termination Without Cause

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

for a post Contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

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

Article 8. Indemnification

The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, against the Village in all, and shall pay all costs, judgments, and attorney's fees at trial and appellate levels which may issue as a result of the Company's negligence. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by Section 768.28, Florida Statutes. 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, punitive damages or business interruption on account of the Village's decision to terminate this Contract. Additionally,

the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Parties knowingly, irrevocably, voluntarily, and intentionally waive all rights to trial by jury.

Article 9. Insurance

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

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

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

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

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

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

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

Article 10. Modification-Amendment

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

Article 11. Governing Law

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

Article 12. Waiver

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

Article 13. Assignment

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

Article 14. Prohibition Against Contingent Fees

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

Article 15. Conflict of Interest

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

Article 16. Entire Agreement

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

Article 17. Captions and Paragraph Headings

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

Article 18. Joint Preparation

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

Article 19. Counterparts

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

Article 20. Preservation of Village Property – Not Applicable

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

Article 21. Immigration Act of 1986

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

Article 22. Company Non-Discrimination

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

Article 23. Federal and State Tax

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

Article 24. Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed

to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found <https://www.flsenate.gov/Laws/Statutes/2020/0119.0701>.

Article 25. Severability

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

Article 26. E-Verify

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

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

(Company Name)

Nick Marano, Village Manager

Owner/Principal, Title

Attest:

Village Clerk
Missy Arocha

APPROVED AS TO FORM

Village Attorney
John C. Dellagloria

DRAFT