

REQUEST FOR PROPOSALS

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



TITLE:

LEGAL SERVICES SPECIALIZING IN LAND USE AND MUNICIPAL ZONING LAWS AND REGULATIONS

RFP NO.:

1617-03-006

DUE DATE:

Thursday, February 23rd, 2017 at 3:00pm

ISSUED:

Wednesday, February 15th, 2017

CONTACT PERSONS:

Mr. Edward Silva
Village Manager
Village of Palmetto Bay
ESilva@palmettobay-fl.gov

Litsy C. Pittser
Procurement Specialist
Village Managers Office – Procurement Division
Village of Palmetto Bay
LPittser@palmettobay-fl.gov



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SECTION 1.0: Advertisement

**VILLAGE OF PALMETTO BAY
REQUEST FOR PROPOSALS FOR
Legal Services Specializing In Land Use and Municipal Zoning Laws and Regulations - RFP #
1617-03-006**

The Village of Palmetto Bay is currently soliciting proposals from qualified Legal Counsel, being an individual or a firm specializing in land use and municipal zoning laws and regulations to issue a legal opinion addressing the authority of the Village Council to repeal a resolution and an ordinance previously adopted.

Sealed proposals shall be received by the Village Clerk, 9705 East Hibiscus Street, Palmetto Bay, FL 33157, **on or before Thursday, February 23, 2017**, no later than 3:00 pm, at which time they will be publicly opened and announced. To be considered, all interested parties must request a copy of the Request for Proposals or download the pdf file from our website at www.palmettobay-fl.gov (click Bids & RFP's on the right hand column) Full submittals shall consist of one (1) original and five (5) copies of the required information along with a flash drive or CD of the submittal. Submittals must be placed in a sealed envelope, entitled "**LEGAL SERVICES SPECIALIZING IN LAND USE AND MUNICIPAL ZONING LAWS AND REGULATIONS - RFP # 1617-03-006.**" Late submittals and facsimile or emailed submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to this RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time, 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. If you have trouble downloading the solicitation, please contact the Procurement Specialist, Litsy C. Pittser; Lpittser@palmettobay-fl.gov.

SECTION 2.0: Introduction

The Village of Palmetto Bay invites interested law firms and individuals to submit written proposals to provide specialized legal services to the Village of Palmetto Bay in the area of municipal zoning. The qualified candidate must be able to provide a legal opinion based on changes to our zoning code by an ordinance and a resolution previously adopted by the Village Council.

The Public 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 centerline 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.

Estimated Schedule

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

Request for Proposals Legal Advertisement	February 15, 2017	
Last Date for Submittal of Written Questions Prior to Proposal Due Date	February 17th, 2017	3:30pm
Proposals Due Attn: Missy Arocha, Village Clerk Municipal Hall 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	February 23rd, 2017	3:00pm or earlier

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

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

3.01 Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP, including all terms. Proposers are to promptly notify the Village's Procurement Specialist, in writing, if the proposer discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

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

Mrs. Litsy C. Pittser
Procurement Specialist
VMO – Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Inquires must be received within 48 hours after publication due to the deadline of this RFP.

3.03 Objections to RFP Terms

Should proposer object on any ground to any provision or legal requirement set forth in this RFP, the proposer must, need not apply due to the stringent time frame of the opening date of February 23rd 2017.

3.04 Addenda to RFP

The Village may modify the RFP, prior to the submittal due date, by issuing written addenda. Any questions within the 48 hour period after the published date will be answered through addenda 24 hours after receiving the request.

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.

3.06 Revision of Proposal

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

3.07 Laws and Ordinances

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

3.08 Reservations of Rights by the Village

The issuance of this RFP 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 Proposals; 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 RFP, or the requirements for contents or format of the submittals.

3.09 No Waiver

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

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.

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

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

Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.11 Submittal and/or Presentation Costs

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

3.12 Certification

The signer of the Response (to this RFP) must declare by signing the required forms that the person(s), Firm(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), Firm(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), Firm(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 Firm is awarded.

3.15 Village Authority

Firm 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 proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Liability Insurance - One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of One Million Dollars (\$1,000,000.00) per aggregate – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - One Million Dollars (\$300,000.00) per occurrence for all claims arising out of bodily injuries or death and property damages.
- Errors and Omissions or Firm liability insurance - One Million Dollars (\$1,000,000.00)

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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Firm 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 Statement of Contract Disqualifications

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

3.18 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 Firm submitting a proposal, or who has quoted prices on materials to such Firm, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Firms submitting proposals.

3.19 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.

3.20 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.

3.21 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.

3.22 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.

3.23 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 Firm, any of its employees, or sub Firms has been involved in within the last three (3) years.

3.24 Sub-Contractors

If any proposer intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Firm(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.

3.25 Anti-Discrimination

The proposer 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.

3.26 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 proposer will in no way be a cause for relief from responsibility.

3.27 Protests, Appeals and Disputes

A contract may not be awarded to the proposer, unless the RFP 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 proposer, 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.

3.28 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 proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the solicitation and proposal process. Proposals that are not submitted on time and/or do not conform to the Village of Palmetto Bay's requirements will not be considered. The issuance of this RFP 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 proposal satisfies the criteria established in this RFP. In all cases the Village of Palmetto Bay shall have no liability to any proposer for any costs or expense, incurred in connection with this RFP or otherwise.

3.29 Business Entity Disclosure Statement

Proposer or Firm 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 or Firm, 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 Firm or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Firm or Proposer. 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 or Firm recognizes that with respect to this transaction or bid, if any Proposer or Firm 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 Proposer or Firm 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. Proposer or Firm must complete and execute the Business Entity Affidavit form. The terms "Proposer" or "Firm," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

3.30 Force Majeure

The performance of any act by the Village or Firm 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 Firm 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.

3.31 Copeland "Anti-Kickback"

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

3.32 Debarment and Suspension

Firms are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

END OF SECTION

SECTION 4.0: Scope of Services

The following are the services necessary to satisfy the terms of agreement between the Village and the successful proposer.

The Professional Legal Counsel will prepare a legal opinion that specifically addresses the authority of the Village Council to repeal Village Ordinance No. 2016-14, which adopted changes to the Village Mixed Use Zoning District and to repeal Resolution No. 2016-28, which approved the transfer of development rights to the Village Mixed-Use Zoning District. Such legal opinion shall also include any and all options available to the Village of Palmetto Bay Council to accomplish such goal, in part or whole.

4.01 Performance standards

The written legal opinion to be provided as requested in this RFP shall be submitted no later than thirty (30) days following the proposer's acceptance of the scope of work.

4.02 Indemnification

Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the proposer or its employees, agents, servants, partners, principals or sub-contractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

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 February 23rd, 2017. Official time will be measured by the time stamp of the Village Clerk's 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 "Legal Services Specializing in Land Use and Municipal Zoning Laws and Regulations" and include the RFP # 1617-03-006, Firm 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, five (5) copies, and flash drive or CD of your complete submittal package. Responses to this Request shall be in one volume. Any brochures and/or information pertaining to the qualifications of the proposer and/or team may be submitted, but must be included in a single volume.

Proposer shall submit a Proposal expressing its interest in providing the services described herein. Proposers should carefully follow the instructions outlined below, particularly with respect to the format. Failure to follow these instructions may be considered ground for excluding the proposal from further consideration.

The proposal must consist of:

1. Cover Page

Will include letter of introduction to include the contact person(s) name, address, email and telephone.

2. Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3. Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in the RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of Proposer's personnel to be assigned to this project; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff subcontractors or sub consultants and any other relevant information.

4. Minimum Qualification Requirements

Please provide a resume of the individual that will be making their professional legal opinion on the scope of services required by the Village of Palmetto Bay.

5. Proposers' Estimated Hourly Rate

6. Required Proposal Submittal Forms (Section 8.o)

END OF SECTION

SECTION 6.o: Evaluation and Selection Criteria

6.o Evaluation Method and Criteria

The Village reserves the right to accept or reject any or all proposals, to waive any and all informalities and technicalities, and to accept the offer considered to be in the best interest of the Village.

The evaluation criteria point requirements are:

Qualifications and Experience, based on your resume	25 points
Ability to perform a legal opinion dealing with zonification	25 points
Business History	25 points
<u>Cost of Providing Service</u>	<u>25 points</u>
TOTAL POINT VALUE	100 points

Proposals will be evaluated based on the Firm's responses to the requirements of this RFP. The Village shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, the Proposers willingness and ability to provide all services requested under the conditions in this document.

Interviews and/or presentations with the firm 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 firm in regards to its proposal.

END OF SECTION

SECTION 7.o: Required Proposal Submission Forms

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

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

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

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

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

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

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

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

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.

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: _____

Firm: _____

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.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

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

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

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

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

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

I, being duly first sworn state: That the above named Firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-Firm, or third party Firm 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: _____

Firm: _____

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
(FIRM / PROPOSER 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 City 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 subFirms, 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: _____

Firm: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page.

NOTARY PUBLIC
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

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

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.

**AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

SIGNATURE

PRINTED NAME

NAME OF FIRM

TITLE

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

Request for Taxpayer Identification Number and Certification

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

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

Part I Taxpayer Identification Number (TIN)

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

Social security number									

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

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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

Purpose of Form

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

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

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

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

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

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

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

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

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