



Village of Tequesta

REQUEST FOR PROPOSALS FOR FLEET MAINTENANCE SERVICES

RFP# PW08-21

RFP SUBMISSION DATE: November 12, 2021 AT 2:00 P.M.

REQUEST FOR PROPOSALS

I. OBJECTIVE

The Village of Tequesta is seeking written proposals from qualified Contractors for fleet maintenance services for a period of three years, with the option, at the Village's sole discretion, to extend two additional years upon successful demonstration of exemplary contract performance.

This RFP describes the required scope of services and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements may be cause for disqualification.

II. GENERAL INFORMATION

The Village of Tequesta desires to contract for vehicle maintenance and repair services, including tracking, scheduling, performing and following up on all regular preventative maintenance work and needed repairs, for the various classifications, and makes/models of vehicles in the Village's Fleet. A list of existing Village vehicles is attached (Exhibit A).

It is the intent of the Village of Tequesta to award a Professional Services Agreement to the selected Contractor. The Village of Tequesta shall preserve the right to reject any proposal for noncompliance with Agreement requirements and provisions, or to not award an agreement because of unforeseen circumstances or if it is determined to be in the best interest of the Village. This project will be awarded based on demonstrated ability and performance providing

similar services at a fair and reasonable cost. This Agreement may not be awarded to the lowest cost respondent.

The Village of Tequesta does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the Village and its fleet. The Village of Tequesta reserves the right to utilize other contractors, including dealerships, for services if deemed necessary to receive the highest quality service for a particular vehicle.

III. SCOPE OF SERVICES

The successful Contractor(s) will furnish all necessary materials, equipment, labor, and incidentals to perform such maintenance services and repairs as specified in Exhibit B (Technical Specifications) of this RFP. Contractor shall have adequate shop and storage facilities within reasonable distance of the Village limits, with staff, material and equipment necessary to perform all routine maintenance and repair services.

The Contractor shall maintain all Village vehicles to the highest professional standards in accordance with all manufacturers' operations and maintenance manuals and servicing recommendations necessary to maintain the full benefit of the fleet and all associated manufacturers' warranties, and in compliance with all applicable laws and regulations.

The Village's preference is for the Contractor to have the ability to perform all required services. However, if a Contractor proposes to use a subcontractor for a portion of the required services, the Contractor is responsible for the performance of the work, including but not limited to, billing, reporting, scheduling, delivery, work quality and warranty. Any subcontractors to be used must be disclosed as part of the RFP response (including references) and approved by the Village in advance.

The Contractor shall be licensed in the State of Florida with a valid Bureau of Automotive Repair license and any relevant certificates to perform the services included in this RFP.

IV. TENTATIVE SCHEDULE

- RFP Release Date: October 25, 2021
- Deadline to submit questions: November 5, 2021 2:00 P.M.
- Proposals Due: November 12, 2021. 2:00 P.M. Deadline
- Review of Proposals: November 19, 2021

V. PROPOSAL REQUIREMENTS

Responses to this RFP must include completion of the following:

EXHIBITS

- Exhibit A – Village Vehicle Schedule
- Exhibit B – Technical Specifications
- Exhibit C – Proposer’s Statement of Qualifications Form
- Exhibit D – Cost Proposal Form
- Exhibit E – Professional Services Agreement Template
- Exhibit F – Conflict of Interest Disclosure Form
- Exhibit G – Confirmation of Drug-Free Work Place
- Exhibit H – Village Clerks Office ADA Compliance Statement
- Exhibit I – E-Verify Affidavit
- Exhibit J – Offeror’s Acknowledgment
- Exhibit K – Acknowledgement of Addenda
- Exhibit L – Notification of Public Records
- Exhibit M – Notice of Public Entity Crimes Law
- Exhibit N – Proposal Checklist

VI. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Village’s intent to select the Contractor with the best combination of qualifications and cost proposal based on the following selection criteria.

Criteria	Weight
Cost Proposal	30
Experience of Key Personal	25
Relevant Work Experience	20
Location of Shop and Storage Facilities	10
Completeness of the Proposal	10
Customer References	5
Total	100 Points

The selection committee will rank the proposals based upon the materials submitted by the proposing Contractors and make a recommendation to the Village Council. The Village retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible.

These RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit Village employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of

interest.

VII. SUBMISSION DEADLINE AND REQUIREMENTS

Proposals will only be accepted electronically via E-bidding through DemandStar, at www.demandstar.com. Proposals are to be submitted to the Village through the DemandStar website on or before Wednesday, November 12, 2021 at 2:00p.m. Proposals received after the stated deadline shall not be accepted.

Other Requirements:

1. The proposal shall be signed by an authorized official of your firm.
2. The proposal shall be valid for a minimum of 90 days.
3. The Village of Tequesta reserves the right to reject any or all proposals, to modify the RFP, or to cancel the RFP.

VIII. QUESTIONS

Questions about this RFP should be submitted by email to Judy Jones, Accountant, Finance Department at jjones@tequesta.org. Deadline to submit questions is November 5, 2021 by 2:00 P.M. Responses to all questions will be posted by Judy Jones to the DemandStar website, www.DemandStar.com and the Village Website www.tequesta.org.

IX. LIMITATIONS

The Request for Proposals does not commit the Village to award a contract, to pay any costs incurred in preparation of the proposal, or to procure or contract for services or supplies. The Village reserves the right to accept or reject any or all proposals received as a result of this request or to cancel in part or in its entirety this Request for Proposals, if it is in the best interests of the Village to do so.

EXHIBIT A – Village VEHICLE SCHEDULE

The following vehicle schedule contains a list of the vehicles currently owned or leased by the Village.. The Village reserves the right to amend the vehicle schedule from time to time and without notification as vehicles in the Village fleet are replaced.

YEAR	MAKE	MODEL	PLATE #	Village ID	MILEAGE	DEPARTMENT
2008	Ford	F150	XB0327	UD64	99,234	Utilities
2011	Ford	F150	XC1232	UD65	78,619	Utilities
2013	Ford	F150	200171	UD66	72,542	Utilities
2014	Ford	F150	205472	UD67	52,584	Utilities
2017	Ford	F150	XF7206	UD68	46,224	Utilities
2015	Ford	F150	138127	UD69	42,989	Utilities
2018	Ford	F150	237002	UD70	24,911	Utilities
2021	Chevy	2500HD	XI6681	UD71	671	Utilities
2008	Ford	F150	XB0327	UD64	99,234	Utilities
2011	Ford	F150	XC1232	UD65	78,619	Utilities
2015	Ford	F-150	114596	PW01	29,620	Public Works
2004	Ford	F-150	224156	PW02	61,321.5	Public Works
2008	Ford	F-150	XB0328	PW03	43,259.6	Public Works
2003	Ford	F-150	223538	PW04	90,781.9	Public Works
2015	Ford	F-150	200178	PW05	15,838.3	Public Works
2012	Ford	F-150	205475	PW06	31,342.8	Public Works
2017	Ford	F-150	XF7208	PW07	10,636.6	Public Works
2009	Chevy	Impala	221689	N/A	109,399	Public Works
2015	Ford	F-150	114596	PW01	29,620	Public Works
2004	Ford	F-150	224156	PW02	61,321.5	Public Works
2008	Ford	F-150	XB0328	PW03	43,259.6	Public Works
2003	Ford	F-150	223538	PW04	90,781.9	Public Works
2015	Ford	F-150	200178	PW05	15,838.3	Public Works
2012	Ford	FOCUS	N/A	PD COP	15,266	Police Dept.
2014	Dodge	Avenger	N/A	PD-439	135,606	Police Dept.
2015	Ford	Explorer	N/A	PD-503	N/A	Police Dept.
2015	Ford	Explorer	N/A	PD-506	64,081	Police Dept.
2015	Ford	Explorer	N/A	PD-509	N/A	Police Dept.
2015	Ford	Explorer	N/A	PD-505	N/A	Police Dept.
2015	Ford	Explorer	N/A	PD-508	66,525	Police Dept.
2015	Ford	Explorer	N/A	PD-507	76,782	Police Dept.
2015	Ford	Explorer	N/A	PD-504	N/A	Police Dept.
2017	Ford	F250	N/A	PD-701	26,604	Police Dept.
2020	Dodge	Durango Pursuit	N/A	PD-100	24,211	Police Dept.
2020	Dodge	Durango Pursuit	N/A	PD-102	14,381	Police Dept.

Exhibit A – Village Vehicle

YEAR	MAKE	MODEL	PLATE #	Village ID	MILEAGE	DEPARTMENT
2020	Dodge	Durango Pursuit	N/A	PD101	11,506	Police Dept.
2020	Dodge	Journey	N/A	N/A	13,550	Police Dept.
2005	Express	Enclosed Trailer	N/A	N/A	N/A	Police Dept.
2021	Dodge	Durango 4 Door AWD	N/A	PD104	1,543	Police Dept.
2021	Dodge	Durango 4 Door AWD	N/A	PD105	1,454	Police Dept.
2021	Dodge	Durango 4 Door AWD	N/A	PD103	1.321	Police Dept.
2003	Chevy	3500	223913	UD58	60,695	Production
2008	Ford	F350	XA3152	UD59	55,109	Production
2014	Ford	Focus	XC4355	UD60	31,467	Production
2014	Ford	F150	XC4356	UD61	41,349	Production
2015	Ford	F450	XE4581	UD62	11,546	Production
2021	Ford	F250	XI6680	N/A	784	Production
2017	Ford	Explorer	XH6542	2683	16,597	Building Dept.
2010	Ford	F-150	114624	2527	45,161	Building Dept.
2017	Ford	Explorer	XH6542	2683	16,597	Building Dept.
2002	Ford	F-150	204167	1485	55,130	Parks & Rec
2017	Ford	F-150	XF7207	2689	5,593	Parks & Rec
2017	Ford	Transit Van 350	114526	2681	4,286	Parks & Rec

EXHIBIT B – TECHNICAL SPECIFICATIONS

1. OVERVIEW

Contractor shall provide vehicle maintenance and repair services for the Village-owned vehicles as listed in Exhibit A – Village Vehicle Schedule, which may be amended from time to time. Contractor shall perform general and preventative maintenance (PM), routine repair, and emergency repair services, including tracking, scheduling, performing and following up on all regular preventative maintenance work and routine and major repairs.

Contractor shall maintain Village Vehicles included in this Agreement in an operable and safe condition and to the highest professional standards, in accordance with all manufacturers' servicing recommendations necessary to maintain the full benefit of the fleet and all associated manufacturers' warranties, and in compliance with all applicable laws and regulations. All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the designated Village Representative. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the Village in an acceptable form.

- a. Unless otherwise specified herein, the Contractor shall provide all supplies, parts, personnel, equipment, tools, materials, supervision, and other items or services necessary to perform the motor vehicle maintenance functions as defined in these Technical Specifications. All supplies and materials shall be OEM quality.
- b. Upon contract award, the Village shall provide Contractor with the names and contact information of all Village Representatives authorized to make decisions about work to be completed. Contractor shall not begin work on a vehicle without prior approval from a designated Village Representative.
- c. Work shall occur at the Contractor's maintenance facility, or, if pre-arranged, in the field as needed.
- d. The Contractor shall provide an experienced, competent Superintendent who will be responsible for effectively supervising all work in progress. In addition to supervision of work in progress, the Superintendent must be capable of instructing his/her subordinates in correct and proper maintenance and safety techniques.
- e. Services by the Contractor shall comply with all safety, environmental and other applicable laws and regulations, including all required recordkeeping and reporting related to such compliance. The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws and regulations. Appropriate records shall be maintained and available for inspection by the Village within two (2) business days.

- f. The Contractor must give all Village of Tequesta maintenance requests top priority attention. The Contractor shall provide a turn-around time of one business day for Preventative Maintenance Services, plus any routine repair services resulting from the Preventative Maintenance Services, and any simple repairs. Contractor shall provide a turn-around time of two business days for major repairs, or as agreed upon by the Village Representative.
- g. The designated Village Representative(s) shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the Village Representative(s)' inspection and approval. Any item not meeting the Village Representative(s)' complete satisfaction shall be replaced immediately.
- h. Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the Village Representative(s) and accepted. All work, which is determined by the Village Representative(s) to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the Village. The Village's Public Works Director or his/her designee shall decide all questions that may arise regarding the quality or acceptability of materials furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The Public Works Director's decision shall be final.
- i. The Contractor or Agency shall provide replacement and repair (if applicable) of vehicle tires in accordance with the Village of Tequesta's needs. Disposal of unserviceable tires shall be the Contractor's responsibility in accordance with approved environmental procedures.
- j. The Contractor shall ensure that employees have current and valid professional certifications before operating Village vehicles. Vehicle drivers must be licensed by the State of Florida to operate vehicles used in the performance of this contract on federal, state, and local highway systems.

2. PREVENTATIVE MAINTENANCE (PM)

Preventive maintenance (PM) is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. The Village of Tequesta strives to maintain all vehicles in the best possible operational conditions. This should be accomplished by adhering to and/or exceeding the manufacturer's recommended minimum maintenance requirements.

a. PM MINOR SERVICE (every 5,000 miles)

1. Drain and replace engine oil. Replace oil filter.

2. Lubricate and give suspension system “look and shake” inspection. Visually inspect the shocks for leaks.
3. Inspect and replace (if needed) the air filter and cabin air filter (if equipped).
4. Inspect the exterior of the vehicle for damage, check the windows/mirror for cracks or dings, and check that the license plates are secured on the front and rear.
5. Inspect operation of all directional signals and lights, including all interior and exterior lights.
6. Inspect operation of all instruments and gauges.
7. Inspect operation of heat/defroster and air conditioner. Visually inspect all interior knobs and handles (doors, locks, dash panel).
8. Inspect operation of safety equipment: horn and seat belts.
9. Inspect operation of the parking brake.
10. Inspect operation and lube the hood latch and door locks.
11. Inspect operation of the transmission and check the fluid level. Fill with the specified transmission fluid if needed, as suggested by the manufacturer.
12. Inspect the wiper blades and wiper arms. Fill the window wash reservoir, as needed.
13. Inspect operation of brakes and/or air brake system, and fluid levels, fill as needed. Visually inspect and clean the calipers, wheel cylinders, rotors, drums, and brake lining. Record the approximate front and rear remaining lining wear in percentage remaining terms (i.e. 50% remaining). Brakes should be replaced if less than an estimated 35% remains in brake-lining life.
14. Inspect the steering operation. Inspect the power steering fluid level and fill as needed.
15. Inspect for coolant leaks in the radiator or hoses. Tighten hose clamps as needed. Inspect the coolant level in the reservoir and fill as needed.
16. Inspect the battery water level and fill, if needed. Clean the battery cables and terminals if needed.
17. Inspect condition of the engine mounts.
18. Inspect the condition and tension of all belts and hoses.
19. Inspect and clean or replace the PVC valve, if needed.
20. Inspect fuel lines, hoses, and fittings for leaks and tighten as required.
21. Inspect tire wear, tread depth and air pressure, fill if needed.
22. Inspect condition of wheels, lug nuts, and studs.
23. Inspect condition of drive line and U-joints. Lube as required.
24. Inspect exhaust system for leaks.
25. Inspect condition of the frame and cross members.
26. Attach sticker that shows mileage of next service due.

Fully electric vehicles should be serviced in accordance with all manufacturers’ servicing recommendations for a Minor Service.

b. PM MAJOR SERVICE (30,000 mile service)

Perform all items from the PM minor service checklist, plus:

1. Perform a pressure check of the coolant system for leaks.
2. Replace the air, cabin, and fuel filters.
3. Perform a complete system check to include the ignition/timing, the charging voltage, charging amperage and the cranking amperage. The results must be recorded on the PM checklist.
4. Drain the transmission fluid, replace the filter, adjust the transmission bands (if required) and replace the pan gasket. Fill transmission with manufacturer required type and specified amount of transmission fluid. Road test should be performed to ensure the fluid is circulated and that the bands are adjusted properly to have a smoothly operating vehicle.
5. Replace all spark plugs, spark plug wires, distributor cap and rotor, and PVC valve with new OEM parts.
6. Drain engine coolant and replace with new OEM coolant.
7. Remove thermostat and gasket and replace with new OEM part.
8. Pressure test coolant system, check for leaks and tighten all hose clamps and fittings.
9. Inspect differential fluid level and fill as needed with manufacturer recommended fluid.
10. Inspect transfer case fluid level and fill as needed with manufacturer recommended fluid.
11. A road test shall be performed for each preventive service performed for diagnosing problems, checking the effectiveness of repairs and for testing the overall operation of the vehicle.

Fully electric vehicles should be serviced in accordance with all manufacturers' servicing recommendations for a Major Service.

3. REPAIRS

a. RECOMMENDED REPAIRS

As a result of PM Service, the Contractor may make recommendations for further repair service. The Contractor shall support their recommendations for such repair work by using diagnostic statistics, accepted performance standards, vehicle history records, mileage, and other customary means. Necessary repairs identified by the contractor must be submitted in writing with a cost estimate to the Village's designated representative. No repair work shall occur prior to authorization by the Village's designated representative.

b. UNSCHEDULED REPAIRS

Non-routine maintenance and repairs, other than emergencies, will be handled by appointment through the Village Representative. If a Village employee contacts the Contractor about a vehicle requesting service without prior notification to the Contractor from the appropriate Village Representative, the Contractor shall call the Village Representative for

instructions. If a Village vehicle has a breakdown or is in need of delivery or towing after hours, the Contractor shall contact the Village Representative for instructions.

4. SUBCONTRACTORS

The Village's preference is for the Contractor to have the ability to perform all required services. However, work may be subcontracted provided the following requirements are met. Contractor shall not subcontract any portion of the services provided for herein without prior written approval of the Village. Where written approval is granted by the Village, Contractor shall supervise all work subcontracted by Contractor and shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work. The subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services. Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth in the Professional Services Agreement.

The Village reserves the right to disapprove the use of any Subcontractor and to review the qualifications of any Subcontractor for working on Village Vehicles and Equipment when necessary to protect the rights, liabilities, and interests of the Village. The Contractor shall have full responsibility for the correction of any work performed by the Subcontractor found to be faulty whether or not the Village has conducted a review of the Subcontractor's qualifications for performance of such work. The charges for subcontracted services to the Village shall be the amount of the subcontractor's invoice for services performed, or the contract price, whichever is less. There shall be no mark-up of the Subcontractor's billing by the Contractor. The coordination and management of work by the Subcontractor shall be performed by the Contractor and be included in the base bid for the contract.

4. LICENSES AND CERTIFICATIONS

Provide a listing of any relevant certifications, permits, or licenses for Contractor’s or subcontractor’s personnel and equipment use. Include the license number and type and indicate whether the license is held by the Contractor or subcontractor.

5. HEAVY EQUIPMENT

Describe any experience and/or certifications your shop has for servicing heavy equipment, such as backhoes, dump trucks, or similar.

6. LIST OF REFERENCES

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

- A. Client: _____
Contact Name / Title _____
Phone Number / Email Address _____

- B. Client: _____
Contact Name / Title _____
Phone Number / Email Address _____

- C. Client: _____
Contact Name / Title _____
Phone Number / Email Address _____

7. SHOP OPERATIONS

Number of employees: _____ Number of years in business: _____

Describe if and how your shop will provide secured parking for Village vehicles left overnight:

Exhibit C – Proposer’s Statement of Qualifications Form

How will you meet the required turnaround time for PMs and service repairs?

Describe how your shop ensures that diagnostic assessments and repair recommendations are necessary.

Do you use OEM or aftermarket parts for repairs? ___

8. PROOF OF INSURANCE

In a separate attachment, provide proof of commercial general and automobile liability insurance, as specified in Section 17 of the attached Professional Services Agreement.

Contractor’s Signature: _____ Date: _____

Exhibit D – Cost Proposal Form

The proposal prices are to include the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in Exhibit B - Technical Specifications of this RFP.

ITEM DESCRIPTION	COST PER VEHICLE PER SERVICE
DRAIN AND REPLACE OIL AND REPLACE FILTER	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
ROTATE TIRES	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
REPLACE BRAKE PADS	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
PM MINOR SERVICE	-
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
PM MAJOR SERVICE	-
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
WHEEL ALIGNMENT AND BALANCE	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
TIRE PATCH	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
HOURLY LABOR RATE	
Passenger Vehicles	
Trucks/Vans	
Super Duty Trucks	
EMERGENCY CALL OUT (per occurrence)	
MARKUP ON PARTS/MATERIALS – Percentage (%)	

The Contractor affirms that in the event they are selected as the successful Contractor, all work will be performed in the specified manner and under the terms and conditions specified at the prices listed above.

Contractor’s Signature: _____ Date: _____

Exhibit “E”
PROFESSIONAL SERVICES AGREEMENT TEMPLATE
(SAMPLE AGREEMENT ATTACHED NEXT PAGE)



VILLAGE OF TEQUESTA AGREEMENT FOR FLEET MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is entered into and effective this ____ day of _____, 2021 (the “Effective Date”), by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, organized and existing in accordance with the laws of the State of Florida, hereinafter the “Village”; and _____, a Florida _____ with offices located at _____, hereinafter the “Contractor” and collectively with the Village, the “Parties”.

RECITALS

- A. The Village does not have the personnel able and/or available to perform the services required under this Agreement.
- B. Therefore, the Village desires to contract out for services relating to fleet maintenance services.
- C. The Contractor warrants to the Village that it has the qualifications, licenses, certifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The Village desires to contract with the Contractor to perform the services as described in Exhibit “A” of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the Village and the Contractor agree as follows:

1. **SCOPE OF SERVICES:** The Parties hereby agree to enter into this Agreement whereby the Contractor shall provide Fleet Maintenance Services pursuant to all applicable statutory, licensing and Village code requirements, including those pertaining to the disposal and use of hazardous substances. The Parties agree to enter into this Agreement pursuant to the Scope of Services and Technical Specifications, which is hereby fully incorporated into this Agreement and attached hereto as Exhibit “B”. Contractor’s key person assigned to perform work under this Agreement

shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the Village.

2. **COMPENSATION:** In consideration for the above Scope of Services, pricing shall be pursuant to the prices provided in the Cost Proposal Form found in Exhibit "C". No additional compensation shall be paid for any other expenses incurred, unless first approved in writing by the Public Works Director or his designee. Contractor shall submit to Village, no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The Village shall pay the Contractor all uncontested amounts set forth in the Contractor's bill within 30 days of receipt.
3. **TERM; TERMINATION; NOTICE:** This Agreement shall be for a term of 3 years commencing on the Effective Date, with the option to extend the agreement for two additional one (1) year periods, at the sole discretion of the Village. This Agreement may be terminated by either party upon 30 days written notice to the other party. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469 Attn: Doug Chambers	[Contractor Name & Address Attn: Agent Name]

4. **INDEMNIFICATION:** The Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, *Florida Statutes*.
5. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sections 287.132-133, *Florida Statutes*, by entering into this Agreement or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have

not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), *Florida Statutes*.

6. **INSPECTOR GENERAL:** Pursuant to Sections 2-421—2-432 of the Palm Beach County Code of Ordinances, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.
7. **E-VERIFY ELIGIBILITY:** The Contractor warrants and represents that it is in compliance with Section 448.095, *Florida Statutes*, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subconsultants performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. The Contractor shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), *Florida Statutes*, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period. The Village shall terminate this Agreement if it has a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended. If the Contractor has a good faith belief that the Contractor's subconsultant has knowingly violated Section 448.09(1), *Florida Statutes*, as may be amended, the Village shall notify the Contractor to terminate its contract with the subconsultant and the Contractor shall immediately terminate its contract with the subconsultant. In the event of

such contract termination, the Contractor shall be liable for any additional costs incurred by the Village as a result of the termination.

8. **SCRUTINIZED COMPANIES:** For Contracts under \$1M, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, and that it is not engaged in a boycott of Israel. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes*, if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*, or if Contractor is engaged in a boycott of Israel. For Contracts over \$1M, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, *Florida Statutes*. The Contractor further certifies that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as similarly provided in Section 287.135, *Florida Statutes*. The Village may terminate this Agreement at the Village's option if the Contractor is found to have submitted a false certification as provided under Section 287.135(5), *Florida Statutes* or if the Contractor has been placed on one of the aforementioned lists created pursuant to Section 215.4725, *Florida Statutes*. Additionally, the Village may terminate this Agreement at the Village's option if the Contractor is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, *Florida Statutes*.
9. **ATTORNEY'S FEES:** In the event a dispute arises concerning this Agreement, the prevailing party shall be awarded attorney's fees, including fees on appeal.
10. **FORCE MAJEURE:** The Contractor shall not be considered in default by reason of any failure in performance under this Agreement if such failure arises out of causes reasonably beyond the control of the Contractor or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; acts of war; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.
11. **AMENDMENTS AND ASSIGNMENTS:** This Agreement, all Exhibits attached hereto, and required insurance certificates along with the procurement documents constitute the entire Agreement between both Parties; no modifications shall be made to this Agreement unless in writing, agreed to by both Parties, and attached hereto as an addendum to this Agreement. The

Contractor shall not transfer or assign the provision of services called for in this Agreement without prior written consent of the Village.

12. INDEPENDENT CONTRACTOR: It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agree that this Agreement is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

13. INSURANCE REQUIREMENTS.

A. The Contractor, at the Contractor’s own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least \$1,000,000). The Contractor shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers’ Compensation policies must be received by the Village at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the Village, its officers, agents, employees, and volunteers for losses arising from work performed by the Contractor for Village.
2. General Liability Coverage. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.
3. Automobile Liability Coverage. The Contractor shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Contractor shall provide garage keepers legal liability insurance with a limit of no less than the value of all vehicles in custody.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance

company or companies admitted and authorized to do business in the State of Florida, or which is approved in writing by Village, and shall be endorsed as follows. Contractor also agrees to require all contractors, and subcontractors to do likewise.

1. "The Village, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the Village, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the Village, including any self-insured retention the Village may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the Village, its elected or appointed officers, officials, employees, or agents.
 5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by the Village.
- C. Contractor agrees to provide immediate notice to Village of any claim or loss against Contractor arising out of the work performed under this agreement. Village assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve Village.
- D. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the Village's option, the Contractor shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The Contractor shall provide certificates of insurance with original endorsements to the Village as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the Village on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the Village at all times during the term of this Agreement.

- F. Failure on the part of the Contractor to procure or maintain required insurance shall constitute a material breach of contract under which the Village may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow Village, as additional insured, to satisfy the self-insured retention (“SIR”) and/or deductible of the policy in lieu of the Contractor (as the named insured) should Contractor fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the Village Attorney and the Finance Director. Contractor understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Contractor as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should Village pay the SIR or deductible on Contractor’s behalf upon the Contractor’s failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, Village may include such amounts as damages in any action against Contractor for breach of this Agreement in addition to any other damages incurred by Village.

14. USE OF OTHER CONTRACTORS: Contractor must obtain Village’s prior written approval to use any Contractors while performing any portion of this Agreement that were not listed in the Proposer’s Statement of Qualifications Form.

15. CHOICE OF LAW; VENUE: This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Agreement.

16. PUBLIC RECORDS: In accordance with Section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in Scope of Services. Upon request from the Village’s custodian of public records, the Contractor must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A Contractor who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney’s fees and costs pursuant to Section 119.0701, *Florida Statutes*, and other penalties under Section 119.10, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Agreement or associated with the provision of services contemplated herein are not disclosed except as

authorized by law for the duration of the Agreement term, and following completion of the Agreement if the Contractor does not transfer the records to the Village. Finally, upon completion of the Agreement, the Contractor shall transfer, at no cost to the Village, all public records in possession of the Contractor, or keep and maintain public records required by the Village. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT lmwilliams@tequesta.org, OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.

17. **HEADINGS:** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.
18. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability or any other provision of this Agreement and this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision is not contained herein.
19. **WAIVER:** No waiver by the Village of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by the Contractor of the same, or any other provision or the enforcement hereof. The Village's consent to or approval of any act requiring the Village's consent or approval of any act by the Contractor shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval

of any subsequent consent or approval of, whether or not similar to the act so consented or approved.

20. ENTIRE AGREEMENT: This __ page Agreement constitutes the entire agreement between the parties; no modification shall be made to this Agreement unless such modification is in writing, agreed to by both parties and attached hereto as an addendum to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

[**ENTER CONTRACTOR NAME**]

By: [Enter title]

(Corporate Seal)

VILLAGE OF TEQUESTA

ATTEST:

By: **Frank D'Ambra, Mayor**

(Seal)

Lori McWilliams, MMC
Village Clerk

Exhibit "F"
CONFLICT OF INTEREST STATEMENT

This Request for Proposal is subject to the conflict of interest provisions of the policies and Code of Ordinances of the VILLAGE OF TEQUESTA, the Palm Beach County Code of Ethics, and the Florida Statutes. The Bidder shall disclose to the VILLAGE OF TEQUESTA any possible conflicts of interests. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE OF TEQUESTA.

CHECK ALL THAT APPLY:

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the policies and Code of Ordinances of the Village of Tequesta, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in the Palm Beach County Code of Ethics, as amended from time to time.

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Proposal as set forth in Chapter 112, Part III, Florida Statutes, as amended from time to time.

IF ANY OF THE ABOVE STATEMENTS WERE NOT CHECKED, the undersigned business, by attachment to this form, shall submit information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

The undersigned understands and agrees that the failure to check the appropriate blocks above or to attach the documentation of any possible conflicts of interest may result in disqualification of your proposal or in the immediate cancellation of your agreement, if one is entered into.

COMPANY OR INDIVIDUAL NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE, IF A COMPANY

Exhibit "G"
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug- use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires 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.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

Authorized Signature

STATE OF FLORIDA
PALM BEACH COUNTY

Date Signed

Sworn and subscribed before me by means of physical presence or online notarization on this _____ day of __, 20____ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public (affix seal)
My Commission Expires: _____

Exhibit “H”
Village Clerk’s Office ADA Compliancy Statement

The Village of Tequesta strives to be an inclusive environment. As such, it is the Village’s policy to comply with the requirements of Title II of the American with Disabilities Act of 1990 (“ADA”) by ensuring that the Contractor’s [agreement /bid documents and specifications] are accessible to individuals with disabilities. To comply with the ADA, the Contractor shall provide a written statement indicating that all [agreement /bid documents and specifications], from Contractor, including files, images, graphics, text, audio, video, and multimedia, shall be provided in a format that ultimately conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0 (Dec. 11, 2008) (“WCAG 2.0 Level AA”), published by the World Wide Web Consortium (“W3C”), Web Accessibility Initiative (“WAI”), available at the Web Content Accessibility Guidelines [page](#).

Required Confirmation:

I, _____ have read the above compliancy statement and confirm the agreement, bid documents and specifications, including files, images, graphics, text, audio, video, and multimedia, contained within this bid packet are accessible to individuals with disabilities and conforms to the Level AA Success Criteria and Conformance Requirements of the Web Content Accessibility Guidelines 2.0.

Representative Signature

Date: _____

Exhibit "I"
E-Verify Affidavit

Bid/Proposal Number: _____

Project Description: _____

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Tequesta.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Tequesta upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA
PALM BEACH
COUNTY

Sworn and subscribed before me by means of physical presence or online notarization on this ____ day of _____, 20__ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

Exhibit "J"
OFFEROR'S ACKNOWLEDGMENT

SUBMIT YOUR PROPOSAL TO DEMANDSTAR AT WWW.DEMANDSTAR.COM

RFP PW06-21 Fleet Maintenance Services

Proposal must be received **BY October 20, 2021 3:00pm.**

Offeror's Name: _____ (Please specify if a corporation, partnership, other entity or individual)

Fed. ID#: _____

Address: _____

Telephone No.: _____ Fax Number: _____

Email Address: _____

Contact representative: _____

The undersigned authorized representative of the offeror agrees to all terms and conditions stated in the RFP, and proposes and agrees that if this proposal is accepted by the Village, the offeror will negotiate with the Village in order to enter into a contract to provide all goods and/or services as stated in this proposal and in accordance with the terms and conditions of the RFP.

Authorized Representative's Signature

Date

Name:

Position:

Exhibit "K"
ACKNOWLEDGEMENT OF ADDENDA

Fleet Maintenance Services

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

PART II:

NO ADENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

_____ Date

Exhibit “L”

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the Village of Tequesta in order to perform the service. Upon request from the Village of Tequesta’s custodian of public records, Contractor shall provide the Village of Tequesta with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Village of Tequesta. Contractor upon completion of the contract shall transfer, at no cost, to the Village of Tequesta all public records in possession of the Contractor or keep and maintain public records required by the Village of Tequesta in order to perform the service. If the Contractor transfers all public records to the Village of Tequesta upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village of Tequesta, upon request from the Village of Tequesta’s custodian of public records, in a format that is compatible with the information technology systems of the Village of Tequesta.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-768-0440, lmccwilliams@tequesta.org, OR BY MAIL AT VILLAGE OF TEQUESTA, 345 TEQUESTA DRIVE, TEQUESTA, FL 33469.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

Exhibit "M"
PUBLIC ENTITY CRIME AFFIDAVIT

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 _____
[print name of the public entity]

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: _____)

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 an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States 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 or 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 of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, 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, or a 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 of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid 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 an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED, I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA

**STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION
CONTAINED IN THIS FORM.**

[signature]

[date]

STATE OF FLORIDA
PALM BEACH
COUNTY

Sworn and subscribed before me by means of physical presence or online notarization on this day of _____, 20____ by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

Exhibit “N” PROPOSAL CHECK LIST

Please check each item and make sure that all required information is included in your Proposal submission. Failure to submit this information may result in your submission being rejected as being a non-responsive and responsible Proposer.

1. Proposal Submittal – ONE (1) Executed Original (clearly marked original) TWO (2) copies, and ONE (1) thumb drive of all proposal forms	Yes	No
2. Did Bidder sign and submit the following forms listed		
• Exhibit “A” Village Vehicle Schedule	Yes	No
• Exhibit “B” Technical Specifications	Yes	No
• Exhibit “C” Proposers Statement of Qualifications Form	Yes	No
• Exhibit “D” Cost Proposal Form	Yes	No
• Exhibit “E” Professional Services Agreement Template	Yes	No
• Exhibit “F” Conflict of Interest Statement	Yes	No
• Exhibit “G” Confirmation for Drug-Free Work Place	Yes	No
• Exhibit “H” Village Clerk’s Office ADA Compliance Statement	Yes	No
• Exhibit “I” E-Verify Affidavit	Yes	No
• Exhibit “J” Offeror’s Acknowledgment	Yes	No
• Exhibit “K” Acknowledgment of Addenda	Yes	No
• Exhibit “L” Notice of Public Records	Yes	No
• Exhibit “M” Notification of Public Entity Crimes Law	Yes	No
• Exhibit “N” Proposal Checklist	Yes	No
3. Did Bidder submit proposal with cover letter transmittal	Yes	No
4. Did Bidder provide all qualifications, plan, references	Yes	No
5. Did Bidder provide all current licenses	Yes	No
6. Did Bidder provide a proposed cost and include on Exhibit D	Yes	No
7. Did Bidder review and submit acknowledgement of addendums issued	Yes	No