

REQUEST FOR QUALIFICATIONS FOR

**Master Planning – Osborne Park and
Community Center**



**VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906**

**ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS**

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida (“Village”), is accepting qualification proposals for firms that can provide professional planning and design services to develop a master plan for the Village of North Palm Beach’s Osborne Park and Community Center until **2:00 P.M. EST on February 10, 2023**, at the Village Clerk’s Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Qualification proposals received after the aforementioned date and time will be returned unopened.

The complete Request for Qualifications, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, Demand Star or from the Village website at www.village-npb.org.

Sealed qualification proposal envelopes should be marked **“RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center.”** The Village shall evaluate the qualification proposals in accordance with the criteria set forth in the RFQ. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFQ. The Village reserves the right to reject all RFQ submittals, to waive any formalities, to solicit and re-advertise for new RFQ submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA
Chuck Huff,
Village Manager

Publish: Palm Beach Post
Date: January 10, 2023

Publish: Demand Star
Date: January 10, 2023

REQUEST FOR QUALIFICATIONS FOR
Professional Planning and Design Services to Develop a Master Plan for the
Village of North Palm Beach’s Osborne Park and Community Center

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida (“Village”), a Florida municipal corporation located in Palm Beach County, is accepting sealed qualification proposals for **Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center (“Master Plan”)** until **2:00 P.M. EST on February 10, 2023**, at the Village Clerk’s Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

The **Master Plan** should assess current conditions and existing issues at both parks, analyze future opportunities and constraints, and gain input from the community on the desired uses, facilities, amenities, and services.

The **Master Plan** resulting from this work effort will be used as a guide for future renovation and/or redevelopment of Osborne Park and the Community Center.

2. PREPARATION OF PROPOSAL:

This Request for Qualifications (“RFQ”) provides the complete set of terms and conditions, specifications and proposal forms. The following documents are attached hereto and incorporated herein by reference.

Scope of Work/Specifications	Exhibit “A”
Proposer’s Certification	Exhibit “B”
Public Entity Crimes Statement	Exhibit “C”
Scrutinized Vendor Certification	Exhibit “D”
Drug Free Workplace	Exhibit “E”
Standard Village Contract	Exhibit “F”

This RFQ is available for review and printing from the Village’s web site: www.village-npb.org or from Demand Star.

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer’s sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, five (5) copies and one (1) electronic copy, along with other required information (as stated in Section 8 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state **“RFQ for Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center.”** and contain the proposer’s name, return address, title of the proposal, and the date and time for proposal opening. Qualification proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFQ must be submitted to **Zakariya Sherman** by e-mail to zsherman@village-npb.org no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFQ. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on the Village’s website for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. QUALIFICATION EVALUATION AND AWARD:

On the date and time specified in this RFQ, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, it is considered to be in the Village’s best interests.

The Evaluation Committee shall rank all the firms in order based upon the scoring matrix in Section 9 of the RFQ. The Evaluation Committee may request that the top three (3) ranked firms make a formal presentation to the Evaluation Committee. The Evaluation Committee will make a final ranking of the firms following the presentation, based on the evaluation process in Section 9 of the RFQ, and Village Staff shall commence negotiations and present a contract to the Village Council for approval. For illustrative purposes, a copy of the Village’s standard contract for the purchase of goods and/or services is attached as Exhibit “F.” To best meet the needs of the Village, the terms of the Contract may be revised during negotiations.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFQ or any part of this RFQ. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.

4. REGULATIONS, PERMITS AND FEES:

Where applicable, the selected proposer will be required to obtain at its own expense all permits, inspections, business tax receipts and/or licenses, if any, necessary to provide the required services to the Village under this RFQ. The selected proposer must comply with all applicable federal, state and local laws and regulations.

5. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFQ as Exhibit "C."

6. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

7. PROPOSER'S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- A. The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- B. The proposal constitutes an offer to the Village, which shall remain open, irrevocable and unchanged for ninety (90) days after proposal opening;
- C. The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor or gratuity of any kind to any employee of the Village in connection with this RFQ;
- D. The proposer has not divulged or discussed its proposal with other proposers;

- E. The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- F. The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFQ;
- G. The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFQ;
- H. The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFQ;
- I. Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.
- J. Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.
- K. Proposer certifies the compensation and hourly rates and other expenses or costs to be compensated under the contract are accurate, complete and current. Proposer certifies at the time of contracting and during the preceding twelve (12) month period that charges are no higher than those charged to the Proposer's other customers for the same or substantially similar service(s) in the Southeast Region of the United States.
- L. No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and
- M. All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

8. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

- A. **Title Page.**
- B. **Table of Contents.**

C. Cover Letter of Transmittal (no more than two pages):

The Cover Letter of Transmittal shall summarize in a brief and concise statement the proposer's qualifications and the key points of the proposal and shall be signed by an official authorized to bind the proposer and who shall be responsible for committing the firm's resources to this project. The Cover Letter shall also contain the following:

- (1) A statement that the proposer is licensed in the State of Florida and qualified to provide all services requested under this RFQ.
- (2) A statement that if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States.

D. Statement of Qualifications of Proposer.

The Statement of Qualifications shall provide a narrative of the proposing firm's qualifications to provide services as described herein, and shall, at a minimum, contain the following information:

- (1) Contact Information: The name, address, email address and phone number of the contact person who will be available to respond to any questions and/or schedule interviews during the course of this RFQ solicitation process.
- (2) A profile of the firm, including the history of the firm, enterprise structure, ownership interest, organizational chart and the length of the firm's existence. Provide a list of subsidiary or affiliated companies in which the principals have a financial interest.
- (3) A description of the firm's qualifications to provide Professional Planning and Design Services to develop a Parks Master Plan. Include experience in preparing Parks Master Plans for public agencies that have characteristics similar to the Village.
- (4) A statement whether or not the firm is in compliance with the insurance requirements as described herein regarding minimum coverage. Proof of compliance will be required once a consultant is selected.
- (5) Litigation: List of all litigation cases during the past three (3) years in which the proposer has been a named party. Provide case number, case venue and brief description of facts.
- (6) Confirmation that your firm has no conflict of interest with regard to any other work performed by the proposer for the Village of North Palm Beach.

E. Project Team.

- (1) Identify the primary consultant and list other key personnel to provide services under the contract. Provide a resume of the primary consultant.
- (2) Provide an organization chart for personnel including an explanation of their role and relationship associated with the Village's tasks and related scope of work to be performed.

F. Project Approach.

- (1) Describe the approach your company will take to provide consulting services to develop a Master Plan for Osborne Park and the Community Center, including all methodology, deliverables, client meetings and other tasks described in the scope of services.
- (2) Identify any work that will be required by the Village in order to complete the project using your firm's proposed approach.
- (3) What differentiates your service from other consultants?

G. Past Project Experience and Client References.

- (1) Detail the firm's past experience and performance on developing Park Master Plans for local governments of comparable size and complexity. Provide a list of clients that the firm has provided consulting services to during the past five (5) years. The individual project details shall include:
 - (a) Name of Company
 - (b) Description of Services provided
 - (c) Date Services were provided
 - (d) Name of Primary Consultant
 - (e) Client Contact Information (name, email and phone)
- (2) Proposer shall provide a list of any Florida government clients from which the firm has been terminated or has withdrawn or resigned within the past five (5) years and the reason(s) therefore. If none, please state none.

H. Project Schedule.

Proposer shall provide a timeline for preparation and implementation of the Master Planning process and its components.

I. Proposer's Certification (Exhibit B).

J. Public Entity Crimes Statement (Exhibit C).

K. Scrutinized Vendor Certification (Exhibit D).

L. **Confirmation of Drug Free Workplace (Exhibit E).**

M. **Conflict of Interest Disclosure.**

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

9. SELECTION/EVALUATION PROCESS:

The Village shall use a two-step evaluation process for competitive selection.

I. Step One (Initial Evaluation):

Proposals that are complete and responsive shall be evaluated by the Village's Evaluation Committee. Each Evaluation Committee member shall independently evaluate each proposal based on the categories set forth below. Points shall be assigned utilized the following matrix:

Maximum Points	Category
25	Qualifications of Proposer
25	Project Team
25	Project Approach
25	Past Project Experience in Palm Beach County
25	Project Schedule
25	Client References

Maximum Number of Points: 150

The scores assigned to the proposal by each Committee member for each category shall be totaled (the client references score shall be the same for each Committee member). Based on the total score, the proposers submitting the top three (3) proposals shall advance to the "short list" and shall be invited to make a presentation to the Evaluation Committee. In the event of a tie at the third position, four (4) firms shall be invited to make a presentation.

II. Step Two (Presentations):

The Evaluation Committee will consider presentations made by firms advanced to the "short list." Evaluation Committee members will independently evaluate each firm based on their presentation. Points shall be awarded as follows:

Maximum Points	Category
50	Presentation

Maximum Number of Points: 50

Maximum Total Number of Points (Steps One and Two): 200

The points awarded to each Vendor for the presentation (Step Two) shall be added to the points awarded to each Vendor in the initial evaluation (Step One). Vendors may tie in individual categories and cumulative point awards. The Vendor with the highest number of points shall be deemed the top-ranked Vendor. The Vendor with the second highest number of points shall be deemed the second most qualified Vendor, and the Vendor with the third highest number of points shall be deemed the third most qualified Vendor. Ties shall be resolved by vote of the Evaluation Committee.

Evaluation Scoring Scale:

25 Point Scale

- Superior Response: 20 - 25 Points**
- Good Response: 12 – 19 Points**
- Fair Response: 6 – 11 Points**
- Failed Response: 0 - 5 Points**

Evaluation Scoring Scale Definitions:

Superior Response: Comprehensively meets the requirements and intent for the RFQ. Information was clearly presented and complete. Response demonstrated a thorough understanding of the RFQ scope and requirements. Evaluation demonstrates a mastery of the evaluation category. Response demonstrates proposers’ selection would be both a considerable value and benefit to the RFQ project goals.

Good Response: Meets the majority of the requirements and intent for the RFQ. Information was clearly presented and complete with minimal deficiencies. Response demonstrated a good understanding of the RFQ scope and requirements. Evaluation demonstrates a considerable knowledge of the evaluation category. Response demonstrates proposers’ selection would be both a value and benefit to the RFQ project goals.

Fair Response: Minimally meets the requirements and intent for the RFQ. Information was presented with some deficiencies. Response demonstrated an average understanding of the RFQ scope and requirements. Evaluation demonstrates a minimal knowledge of the evaluation category.

Failed Response: Does not meet the requirements and intent for the RFQ. Information was presented with excessive deficiencies. Response demonstrated an insufficient understanding of the RFQ scope and requirements. Evaluation demonstrates an insufficient knowledge of the evaluation category.

The Village expressly reserves the right to modify the procedures set forth herein for the selection/evaluation process.

10. NEGOTIATION:

At the conclusion of the competitive selection process, the Village Manager or his designee shall commence negotiations with the firms in order of ranking. At the conclusion of negotiations, the resulting contract(s) shall be presented to the Village Council for approval.

11. CONE OF SILENCE:

This Request for Qualifications is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFQ entered into in violation of the cone of silence provisions shall render the transaction voidable.

RFP EXHIBIT “A”
SCOPE OF WORK/SPECIFICATIONS

Background:

The Village of North Palm Beach is located on the sunny east coast of Florida, nine (9) miles north of West Palm Beach in Palm Beach County. The land area of the Village is approximately 5.8 square miles. The Village has an abundant amount of waterfront property created by a number of lakes, canals and the Atlantic Ocean. Other assets include a Country Club with a golf course, driving range, pool, tennis courts, a restaurant and a banquet facility; four parks; marina; library; a police and fire rescue station; and a public elementary and middle school. Additionally, with such advantages as warm weather, sunshine, golf, ocean fishing, boating, sandy beaches and balmy breezes, the Village has much to offer enthusiastic people whether they are raising families or are looking to retire.

The Village’s Park and Recreation facilities are described below to assist the Consultant in coordinating the Master Planning of Osborne Park and the Community Center with the Village’s overall parks and recreation system. However, the Master Planning process will be solely focused on Osborne Park and the Community Center.

Community Center – 1200 Prosperity Farms Road

Features a multi-purpose ball field, sand volleyball court, fitness trail, children’s playground, full gymnasium, performance stage, three (3) indoor Pickleball courts, three (3) outdoor basketball courts, concession stand and picnic area.

Osborne Park – 715 Prosperity Farms Road

Features a multi-purpose building, six (6) three-wall racquetball courts, two (2) outdoor basketball courts, children’s playground, two (2) batting cages, two (2) baseball fields, concession stand and picnic area.

Anchorage Park – 603 Anchorage Drive

Features multi-purpose building, children’s playground, two (2) dog parks, two (2) tennis courts, large open field area, a baseball field, four (4) sand volleyball courts, picnic areas, nine (9) gazebos, two (2) fishing piers, jogging trail, restrooms, dry storage area, wet slips, boat wash and boat ramp.

Lakeside Park – East end of Lighthouse Drive

Features an outdoor basketball court, pull up bars, picnic pavilion, tiki hut, sand volleyball court, beachfront area, walking trail and children’s playground area.

Veterans Memorial Park – 501 U.S. Highway One

Features a passive park with amphitheater, benches and US Military commemorative flag poles.

North Palm Beach Country Club Pool Facility – 951 U.S. Highway One

Features an Olympic-size swimming pool, one-meter diving board, lap lanes, locker room facilities, pro shop, and a splash park.

North Palm Beach Country Club Tennis Facility – 951 U.S. Highway One

Features 10 Har-Tru clay lighted tennis courts and pro shop.

The Parks and Recreation Department offers a wide variety of events, activities, classes, workshops and leisure opportunities for all ages throughout the year. Spring and Summer Camp programs are conducted for youths 8 – 14 years of age.

Special Events

The Parks & Recreation Department offers a wide spectrum of special events throughout the year, ranging from January's Car Show & Chili Cook-off to the July 4th fireworks to Holiday activities. The Department also offers seasonal events as well as activities unique to the Village, such as the annual Heritage Day Parade and Festival, Touch-A-Truck, Village-Wide Garage Sale, Egg hunts, Veteran's Day ceremony, Arts & Crafts Festival, and Santa's Trolley rides.

Sports

Adult recreational sports opportunities are offered including Pickleball and Basketball. Youth recreational T-Ball, Basketball, Flag Football, Volleyball and Soccer are also operated within the Department.

Organization Involvement:

- The North Palm Beach Swim Club trains and holds county-wide competitions at the Village Pool.
- Palm Beach Crew (a youth rowing club) trains out of Anchorage Park.
- Host St. Clare's Catholic Church home basketball and volleyball games at the Community Center
- Host The Conservatory School's home basketball, baseball, soccer, and volleyball games at the Community Center and Osborne Park.

Revenues are generated from the following sources:

Facility Usage Fees – All users of Village facilities and fields are charged a rental fee.

Marina Revenue – The Village retains fees from wet/dry storage and annual use of the marina's boat ramp.

Program Activity Fee – All non-resident users of Village programs and youth leagues are charged a higher rate.

Summer/Spring Camps – The Village retains all camp registration fees.

Heritage Day – The Village retains all sponsor monies and ticket fees.

Project Description

The Village has a strong commitment to provide high quality park and recreational facilities and programs for citizens of the community. The consultant will work closely with Village staff and the community in preparing the **Master Plan for Osborne Park and the Community Center**. The Consultant will produce a color version of the final Master Plan document with drawings for distribution to the public. The report will also be provided in digital format to the Village.

Specific tasks to include in the Plan include, but are not limited to the following:

Scope of Work:

1. Inventory and analyze current park infrastructure, facilities (both indoor and outdoor), and equipment
2. Review plans and other documents as needed to provide background information
3. Identify deficiencies and how they can be corrected, changed or improved
4. Identify potential for development and improved utilization (especially for the Community Center stage, lobby, offices, and front entry area)
5. Identify, describe and implement a comprehensive strategy and methodology for citizen involvement (public engagement)
6. Identify current and future community needs
7. Identify current and future recreation trends
8. Identify future best uses of both parks
9. Evaluate and identify short and long-range vision
10. Identify potential funding sources and strategies
11. Create Draft Plan and recommendations
12. Establish implementation phases and strategy based on priorities
13. Estimate costs of proposed facilities, infrastructure, and/or equipment in each phase
14. Deliver Final Document organized in an easy to read format that can be adopted by the Village

Progress Reporting

1. The consultant and the Village's Director of Parks and Recreation shall hold progress meetings as often as necessary, but in no case less than once (1) per month, until the final plan is approved by Village Council for the purpose of progress reporting.
2. The Director of Parks and Recreation shall schedule the meetings, as necessary, at key times during the development of the Master Plan.

Action Plan

1. Project kick-off, existing conditions inventory and analysis
2. Review of plans and documents
3. Identification of deficiencies and potentialities
4. Public engagement
5. Development and analysis of future trends and needs
6. Development of vision, design guidelines and implementation strategy
7. Master Plan development

Development of Final Plans and Supporting Materials

1. A summary of existing conditions, deficiencies, potentialities, recreation trends, and community needs.
2. Short and long-range visions.
3. Charts, graphs, maps and/or other data as needed to support the plan and its presentation to the appropriate audiences.
4. A Financial Plan.
5. An Action Plan.
6. Plan must present a clear and articulate "road map" for the future of both parks.
7. A color version of the final Master Plan document with drawings for distribution to the public. The report will also be provided in digital format to the Village.

8. A minimum of two (2) meetings with Village Council, one at the time of the presentation of the draft Master Plan, and one at the adoption of the final Master Plan.

Preliminary Project Schedule

The following tentative schedule is anticipated for selection, contract negotiations and contract award. Contract award will be expected in February/March 2023. The Master Planning associated with this proposal will commence on or about March 2023. The timeline that is projected for the preparation and completion of the **Master Plan for the Village of North Palm Beach's Osborne Park and Community Center** is six (6) to nine (9) months from the Village Council's approval of the Contract.

Tentative RFQ Schedule (*subject to change at the discretion of the Village*):

January 10, 2023	Public Advertisement of RFQ
February 10, 2023	Proposals due by 2:00 PM
February, 2023	Evaluation Committee Review of RFQ (Step 1)
February, 2023	Presentations to Evaluation Committee (Step 2)
February/March, 2023	Contract Recommendation to Council

RFQ EXHIBIT "B"
PROPOSER'S CERTIFICATION

SUBMIT ONE (1) ORIGINAL, FIVE (5) COPIES AND ONE (1) ELECTRONIC COPY OF YOUR QUALIFICATION PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFQ TITLE: Professional Planning and Design Services to Develop a Master Plan for the Village of North Palm Beach's Osborne Park and Community Center

Proposal must be received **PRIOR TO 2:00 P.M. on February 10, 2023**, at which time proposals will be opened.

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

Fed. ID# or SSN: _____

Address: _____

Fax Number: _____

Telephone No.: _____

E-mail Address: _____

Contact representative: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFQ, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village in accordance with the terms and conditions of this RFQ. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 7 of the RFQ.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND CONTRACT

Authorized Representative's Signature

Date

Name

Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

RFO EXHIBIT "C"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, 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: _____)

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 or 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 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 of 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 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 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 of its 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 the 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 HIS 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)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFO EXHIBIT "D"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, 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: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFO EXHIBIT "E"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under 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 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 this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

RFQ EXHIBIT “F”
STANDARD VILLAGE CONTRACT

This Contract is made as of the _____ day of _____, 2023, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and _____, an individual or corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR, whose Federal I.D. is _____.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center** in accordance with the Request for Qualifications issued by the Village, which is incorporated herein by reference.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall be in place until the final **Master Plan** is approved by the Village Council, unless terminated in accordance with the terms and conditions stated herein. The VENDOR shall complete all services within _____ days of the Village’s issuance of a Notice to Proceed.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses or damages.

SECTION 3: VILLAGE’S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE’s representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for Consulting Services to Develop a **Master Plan for the Village of North Palm Beach’s Osborne Park and Community Center** and for which Purchase Orders are issued in accordance with VENDOR’s proposal, which is attached hereto and incorporated herein by reference.

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’s final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the VENDOR. The VILLAGE will not be

liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend 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 any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

B. All of the services required hereunder shall be performed by the VENDOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. All of the VENDOR's personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the

- terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

SECTION 8: FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

C. The VENDOR shall maintain, during the life of this Contract, Professional Liability/Error and Omission Insurance/Third Party Crime Coverage to include money and securities, forgery or alteration and employee dishonesty in the minimum amount of \$1,000,000 per occurrence.

D. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the VENDOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The VILLAGE and the **VENDOR knowingly, voluntarily, and intentionally waive any right they may have to trial by jury with respect to any litigation arising out of or in connection with this Contract.**

SECTION 12: INDEPENDENT RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the VENDOR'S place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

SECTION 16: SEVERABILITY.

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held

invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's property from injury or loss arising in connection with the Contract. Except for any such damage, injury or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and

services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested and if sent to the VILLAGE shall be mailed to:

**Village of North Palm Beach
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408**

and if sent to the VENDOR shall be mailed to:

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Qualifications and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 25: PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

SECTION 26: SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then VENDOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof, may demand and obtain records and testimony from VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT:

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”
- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.
- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida’s Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES;

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the Village Council, be engaged to perform these services under the terms of the contract.

SECTION 31: PUBLIC RECORDS.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy 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.
3. 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 VENDOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records 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 information technology systems of the VILLAGE.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract

and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

VENDOR warrants and represents that VENDOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. VENDOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that VENDOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but VENDOR has otherwise complied, it shall notify VENDOR, and VENDOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and VENDOR hereto have made and executed this Contract as of the day and year first above written.

VENDOR

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
DEBORAH SEARCY, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY