

Miami Shores Village



Request for Proposal

No. 2018-09-01

“Equivalent Residential Unit (ERU) Study”

RFP Sealed Proposal Acceptance:

Tuesday, October 23rd, 2018, 5:00 P.M.

Miami Shores Village Hall

10050 N.E. 2nd Avenue

Miami Shores, FL 33138

September 6, 2018

MIAMI SHORES VILLAGE, FLORIDA

Miami Shores Village, Florida (the “Village”) invites qualified firms to submit proposals to provide:

“Equivalent Residential Unit (ERU) Study”

Miami Shores Village is accepting Requests for Proposals from a firm(s) to provide services necessary for the project (the “Project”) described herein.

Miami Shores Village, Florida (the “Village”) will receive sealed proposals until 5:00 PM (local), October 23rd, 2018, at Village Hall, 10050 N.E. 2nd Avenue, Miami Shores, FL 33138. Faxed or e-mailed proposals shall be rejected and will not be accepted.

The Village’s contact information for this RFP is:

Office of the Village Manager

Tom Benton

10050 N.E. 2nd Avenue

Miami Shores, Florida 33138

Telephone: 305-762-4851

RFP documents may be obtained via the Internet at the Miami Shores Village website at www.msvfl.gov. If you do not have internet access, you may obtain the documents by contacting the Village Clerk’s Office at 305-762-4870 or via email at rodriguezy@msvfl.gov.

The Village reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the Village as non-responsive or irregular. The Village reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the Village or has failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

RFP GENERAL INFORMATION

A. DEFINITIONS

For the purposes of this Request for Proposal (RFP): **Proposer** shall mean the contractor, consultant, respondent, organization, firm, or other person submitting a response to this RFP. **Village** shall mean the Miami Shores Village, Village Council or Village Manager, as applicable, and any officials, employees, agents and elected officials.

Contact information for the purpose of this RFP shall mean:

Tom Benton, Village Manager
10050 N.E. 2nd Avenue
Miami Shores, Florida 33138
Telephone: 305-762-4851
Email: VMOffice@msvfl.gov

B. INVITATION TO PROPOSE; PURPOSE

The Village solicits proposals from responsible Proposers to submit qualifications to perform work for or provide goods and/or services to the Village as specifically described in the Scope of Services.

C. CONTRACT AWARDS

The Village Council anticipates entering into a contract with the Proposer who submits the proposal judged by the Village to be most advantageous. The Village anticipates awarding one contract, but reserves the right to award more than one contract if in its best interest. If the Village selects a Proposal, the Village will provide a written notice of the award.

The Proposer understands that neither this RFP nor the notice of award constitutes an agreement or a contract with the Proposer. A contract or agreement is not binding until a written contract or agreement has been approved as to form by the Village Attorney and has been executed by both the Village (with Council approval, if applicable) and the successful Proposer.

D. PROPOSAL COSTS

Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Costs of preparation of a response to this request for proposals are solely those of the proposers. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP. The Village bears no responsibility for any costs associated with any administrative or judicial proceedings resulting for the solicitation process.

E. INQUIRIES

The Village will not respond to oral inquiries. Proposers may, via electronic mail, submit written inquiries for interpretation of this RFP to the attention of Tom Benton.

Please mark the correspondence "RFP No. 2018-09-01".

The Village will respond to written inquiries received at least 5 working days prior to the date scheduled for receiving the proposals. The Village will record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village will email, mail or fax written addenda to any potential Proposer who has provided their contact information to the Manager. Although the Village will make an attempt to notify each prospective Proposer of the addendum, it is the sole responsibility of a Proposer to remain informed as to any changes to the RFP.

F. DELAYS

The Village may postpone scheduled due dates in its sole discretion. The Village will attempt to notify all registered Proposers of all changes in scheduled due dates by written addenda.

G. PRE-PROPOSAL MEETING No pre-proposal meeting is scheduled.

H. PROPOSAL SUBMISSION

Proposers shall submit one (1) original unbound and ten (10) copies of the proposal in a sealed package. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

The package shall be clearly marked in the lower left-hand corner on the outside as follows:

To: Miami Shores Village – Village Clerk
RFP No. 2018-09-01
Subject: "Equivalent Residential Unit (ERU) Study"
Submitted by: _____
Address: _____

Proposals shall be submitted in person or by mail. Email submittals are not accepted. Any proposal may be withdrawn until the date and time set above for the submissions of the proposals. Late submittals, additions, or changes will not be accepted and will be returned.

Pursuant to County Code, public notice is hereby given that a "**Cone of Silence**" is imposed concerning the Miami Shores Village competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP **until** such time as the Village Manager makes a written recommendation to the Village Council concerning the competitive purchase transaction. For more information on the "Cone of Silence," please contact the Communications Manager, Elizabeth Keeley at keeleye@msvfl.gov.

PURPOSE and GENERAL INFORMATION

The purpose of the Request for Proposals (RFP) is to select a qualified professional consultant to assist the Village in evaluating the current storm water utility billing and develop a storm water utility program which is fair, equitable and reasonable. Miami Shores Village is seeking an experienced professional firm to submit a proposal to review the storm water utility billing methodology currently being utilized by the Village and to provide a rate design study for storm water collection fees. The study should ensure a rate structure that is equitable and understandable. The study outcome will be rate structures for storm water utility fees for all residential and commercial properties. The required services and conditions are described in the Scope of Services. Satisfaction of RFP requirements will be the basis of identifying the successful consultant. The qualified firm should have experience in storm water management, storm water management utility development, program organization, storm water legislation, program administration and funding practices. The Village may choose to award the contract to multiple firms based on their individual expertise.

BACKGROUND

Miami Shores Village is situated in the northeastern end of Miami-Dade County and is located in close proximity to I-95 and downtown Miami. The Village has a resident population of approximately 10,450 and was incorporated in 1932.

Miami Shores Village provides storm water management throughout the Village. The Village has invested a significant amount of capital to develop and maintain the storm water system which consists of deep injection wells, positive drains which drain into canals and into Biscayne Bay as well as French drains. In addition to these systems, the Village maintains all street pavements and gutters including street sweeping and cleaning. The Village currently maintains these assets through the Public Works Department. The current budget for our Storm Water Division is \$301,932. Expenses currently exceed revenue by approximately \$50,000. This Department is responsible for maintaining and inspecting the system and provides emergency response in the event of flooding in the drainageways.

The King Tides and sea level rise have been of particular concern of late as both water events cause overflow to the banks of the Biscayne Canal subsequently flooding the homes within the subdivision on the north side of the canal west of Biscayne Blvd, including parts of our golf course. There has also been flooding and canal water back flowing through our drainage system into the subdivision on the south side of the canal as you approach the mouth of the canal. The Village owns a bay front park on Bay Shore Drive from NE 94 to NE 96 Streets that has been experiencing water splashing over the seawall on full moon high tides and King Tides as well as during the recent Irma storm event.

A recent vulnerability study determined additional storm water capital improvement funding is needed to combat the effects of rising sea levels, King Tides and flooding. The current storm water budget is unable to meet these future capital improvement demands and the Village would like to be able to begin implementing the recommended adaptation plan in phases from the Environmental Vulnerability Study.

The Village funds storm water expenses through a primary source of a non-ad valorem special assessment and operates this utility as an enterprise fund. The Village is currently using an “ERU” billing rate that was developed approximately 18 years ago and used a general calculation method to determine the square footage and number of ERU’s to charge each property. Additionally, the Village has compiled a list of fees charged by surrounding cities and found that the current ERU’s being charged are one of the lowest comparatively speaking.

An aging infrastructure along with federal and state mandates continue to deplete the funds available that have been used to maintain the existing storm water infrastructure Village-wide especially with the added expense of dealing with King Tides and sea level rise. The Village needs to break even and generate additional revenue to address these issues through the storm water utility rates.

SUBMITTAL REQUIREMENTS

Proposers shall submit one (1) original unbound and ten (10) copies of the proposal in a sealed package. All copies will be on 8 ½” x 11” plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the Village). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

The package shall be clearly marked on the outside as follows:

To: Miami Shores Village – Village Clerk

RFP No. 2018-09-01

Subject: “Equivalent Residential Unit (ERU) Study”

Submitted by: _____

Address: _____

Proposals must be submitted no later than 5:00 PM on Tuesday, October 23rd, 2018, to Village Clerk, Ysabely Rodriguez, Miami Shores Village, 10050 N.E. Second Avenue, Miami Shores, FL 33138. Proposals received after the date indicated will not be considered.

Proposals shall be submitted in person or by mail. Email submittals are not accepted.

Any proposal may be withdrawn until the date and time set above for the submissions of the proposals.

Late submittals, additions, or changes will not be accepted and will be returned.

The successful firm(s) shall respond the RFP with the information requested below. This information shall be provided in the order shown in this request. Information can be provided in multiple sections but must appear in the requested section. Each tab must contain a narrative on the requested subject and examples of direct experience when requested.

Miami Shores Village will not be responsible for considering information provided under the wrong tab. The proposing consultant is solely responsible for its interpretation of this RFP. For the purpose of this RFP, the term “firm” shall be interpreted to mean firm or firms. In the case of partnerships, the requested

information shall be provided for each firm in the partnership and shall be provided in separate sections under the requested tab. Failure to respond in the requested format may result in the firm being disqualified from consideration. All submitted materials become the property of Miami Shores Village.

Submittals shall be 8-1/2 x 11 inch and organized in sections following the order specified under contents.

RFQ submittals shall contain the following information:

- A letter of transmittal signed by an individual authorized to bind the proposing entity.
- A table of contents listing the material by section and by page number.
- A list of current South Florida or Florida clients of approximately the same size and scope as Miami Shores Village.
- General information about the firm (i.e., company, location of office(s), years in business, organization chart, number and position titles of staff, and any certification(s) or degree(s)).
- Provide the name, title, experience and qualifications of the personnel who will be assigned to provide service to the Village including a project manager and the main project team. Please include an organizational chart of the proposed team with key personnel highlighted.
- Storm water management background of the firm including the firm's experience in assisting other government entities in developing storm water management programs and utility fee schedules.
- Financial experience of the firm including the firm's experience with various methods of estimating costs, funding projects and programs, and accounting of complex projects or programs.
- Provide the project approach describing in detail the firm's approach for development and implementation of a storm water fee system. A schedule must be provided indicating project tasks proposed, the duration, the relationship to each other and the completion of the project.
- Provide a conceptual plan for services to the Village that you believe are appropriate for the Village. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated to the Village.
- Provide proof of compliance with insurance requirements and attach a copy of a valid insurance certificate for the firm's general liability, professional liability, and automobile insurance, and proof of adequate worker's compensation coverage for employees.
- Degree of work, if any, that is to be subcontracted.

SCOPE OF SERVICE

The scope of services, as may be modified through negotiation and/or by written addendum issued by the Village, will be made a part of the Agreement.

The selected consultant will assist the Village with the establishment of a storm water utility billing program to fund the Village's storm water management program. The services to be provided should include, but are not limited to, current program needs assessment, revenue source evaluation and future needs analysis. The storm water rates established should pay for the cost of owning, maintaining and improving the Village storm water management systems.

The revenue source for the new ERU fee structure should consider an annual storm water fee based on the property's impact to the storm water system based on the impervious area on the property. This billing system should be designed to:

- Create a system in which properties pay for their portion of the storm water system expenses corresponding to the impervious area since all properties benefit from the system.
- Provide a predictable and sustainable funding source to properly maintain the current storm water system.
- Provide future capital improvement funding sources that will enable the Village to implement the Environmental Vulnerability Study adaptation plan in phases.

The Consultant shall include the following elements in the Scope of Services:

- Develop and present the storm water fee proposal.
- Provide a Program Assessment which includes a review of the current Village ordinance and provide any recommendations to incorporate any or all variations or revenue sources based on the proposed study.
- Provide a current Storm Water Program Cost Study that includes an evaluation of the current Storm Water Operating Budget comparing revenues and expenses.
- Provide any or all types of revenue funding methods available to meet current operating expenses as well as provide funding for future capital improvement demands.
- Provide methodology for the rate method evaluation that will be used.
- Provide a detailed description of the cost/rate model that will be used.
- Collect data on current property ERU's and evaluate the current assessments.
- Provide Equivalent Residential Unit (ERU) calculations.

The plan, process, procedure and the workings of the completed storm water utility must be conducted in compliance with all applicable laws and regulations of the State of Florida and Ordinances of Miami Shores Village.

Basis for Calculating Storm Water Fee Charges

Article V of the Village Code of Ordinances defines the basis for storm water calculations. For the purpose of this article, each dwelling unit is assigned one ERU. For properties which do not contain a dwelling unit (i.e. non-residential developed properties,) the ERU is calculated by dividing the impervious area on the property by 2,466 square feet.

For purposes of this study, all properties, both single family residential, non-residential and multi-family residential parcels will be assessed fees based on the impervious area on the parcel or other methodology as recommended. Land use, zoning and impervious area information is or may be available from the Village.

The Consultant will prepare a package of storm water fee rates and adjustment factors that is sufficient to generate the revenue required to fund the projected storm water management program for the next five (5) years of existence.

Budget Development

The Consultant will meet with Village staff to determine the current level of service for operating and capital expenditures. Current problems will be identified. The Consultant will estimate the future needs of the system including operational and maintenance costs, capital project support as well as improvements, engineering and administrative costs, and any costs of compliance with future or present federal, state or local storm water regulations.

Report

After completing the above, the Consultant will prepare a draft report for review by Village staff. After staff comments have been incorporated, the Consultant will prepare a final draft and present the results to the Village Council at their regular meeting. Once the Village Council comments have been addressed and incorporated, the Consultant will prepare a Final Storm Water Utility Management Program Feasibility Study Report.

If so requested, the Consultant may prepare an electronic slide presentation (Power Point or other form) suitable for use at meetings. If so requested, the Consultant may also be asked to attend other public meetings in addition to the Village Council meeting to explain the storm water utility. If not included in the proposed pricing, the Consultant should identify the separate cost to attend any additional public meetings if necessary.

INSURANCE REQUIREMENTS

Under the terms and conditions of all contracts, leases and agreements, the Village requires appropriate coverage listing Miami Shores Village as an additional insured. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the Village. It is not necessary to have

this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The following is a list of types of insurance coverage and limits that shall be required. *Note: This list may not be all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits based upon identified risk.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - i. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - ii. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
 - iii. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted." Insurance companies providing insurance coverages must have a current rating A.M. Best Co. of "B+" or higher. (Note: An insurance contract or binder may be accepted as proof of insurance if Certificate is providing upon selection of the service provider.)

The certification or proof of insurance must contain a provision for notification to the Village thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

Waiver of Subrogation

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified

parties. Policies shall contain or be endorsed to contain such provisions.

Deductible

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Failure to Maintain Coverage

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate

GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX	comprehensive form			
XX	premises - operations	bodily injury		
XX	explosion & collapse hazard	property damage		
XX	underground hazard			
XX	products/completed operations hazard	bodily injury and property damage		
XX	contractual insurance	Combined		
XX	broad form property damage			
XX	independent contractors			
XX	personal injury	personal injury		

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE

		bodily injury (each person)		
		bodily injury (each accident)		
XX	comprehensive form	property damage		
XX	owned			
XX	hired	bodily injury and property damage		
XX	non-owned	Combined		

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000
XX	PROFESSIONAL LIABILITY		\$1,000,000	\$1,000,000

* Policy to be written on a claims made basis

SELECTION PROCESS

All properly submitted RFP packages shall be evaluated by Miami Shores Village through a Selection/Evaluation Committee that will be appointed to select the most qualified firm(s). The firm(s) selected will be one whose proposal is determined to be the most advantageous to the Village. The Selection/Evaluation Committee will present their findings to the Village Council.

The Village desires to avoid the expense to all parties of unnecessary presentations; however, the Village may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the Village elects to conduct oral interviews or presentations, selected firms will be notified. All such presentations or interviews shall be open to the public.

Method of Evaluation

All properly submitted RFP Packages shall be evaluated by Miami Shores Village based on the following selection criteria and point system:

General Compliance with the Requirements of the RFP	Pass/Fail
South Florida clients	5
General Background of Firm	10
Qualifications of Project Manager/Team and Organization	15
Storm Water Management Background & Utility Experience of Firm	25
Financial Experience of Firm in developing methodology for funding Storm Water Management Program	10
Project Approach	10
Conceptual Plan	10
Pricing	10
Insurance Requirements	5
Total Points	100

OTHER

Non-Discrimination

There shall be no discrimination as to race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information in the operations conducted under any contract with the Village.



Miami Shores Village

Storm Water Management Questionnaire

1. Does your firm have offices that are experienced in Storm Water Utilities?
2. How many utility fee calculation studies has your firm completed?
3. How many utility fee calculation studies has your project manager/team completed?
4. How many Storm Water Management ordinances has your project manager/team revised?
5. How many ERU Storm Water Utility Rate studies has your firm completed?



VENDOR APPLICATION

Business Name: _____

Order from Address: _____ City: _____ State: _____ Zip: _____

Pay to Address: _____ City: _____ State: _____ Zip: _____

(if different)

Address: _____ City _____ State: _____ Zip: _____

Telephone: (_____) _____ Fax: _____)

Email Address: _____ Website URL: _____

Contact Person: _____ Title: _____

Federal I.D. No.: _____ Date Business Established: _____

Business is: Corporation Proprietorship Partnership Other: _____

Primary business classification (check all that apply):

Retailer Wholesaler Manufacturer Services Prime Contractor Sub Contractor

All applicants are required to provide a copy of their Business Tax Certificate if they have an office in Miami Shores Village, as well as their Workman's Compensation Insurance Certificate (if applicable).

Please see the enclosed commodity list to properly identify the commodities and/or services, which your firm provides. Please mail completed Vendor Application to the mailing address above. The undersigned does hereby certify that the foregoing and subsequent statements are true and correct.

Signature Title

Print Name Date:



Exhibit "A"
MIAMI SHORES VILLAGE
SUMMARY SHEET

Firm Name: _____

Firm Parent or Ownership: _____

Firm Address: _____

Firm Telephone Number: _____

Firm Fax Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with Miami Shores Village and services required for this Request for Qualifications):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Fax: _____

Email: _____

Types of services provided by the firm: _____

Exhibit "B"

**MIAMI SHORES VILLAGE
RESPONDENT'S CERTIFICATION of QUALIFICATIONS**

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal and to be bound by the terms and conditions of the RFP. I agree that my submittal will remain firm for a period of at least 365 days in order to allow the Village adequate time to evaluate the submittals and determine a ranking of the most qualified Responders.

The firm has carefully reviewed its proposal and understands and agrees that the Village is not responsible for an errors and omissions on the part of the proposer and the that proposer is responsible for them.

It is understood and agreed that the Village reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the Village.

I certify that all information contained in this submittal is truthful. The proposal includes all of the commentary, figures and data required by the Request for Proposals dated October 23, 2018. I further certify that I am duly authorized to provide this submittal on behalf of the Responder as its agent and that the Responder is ready, willing and able to perform if an Agreement is executed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the Village or any other respondent has an interest in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Responder

BY:

Signature

Name and Title, Typed or Printed

Mailing Address

City, State, Zip Code
(_____)_____

Telephone Number

Sworn to and subscribed before me
this ___ day of _____, 20___

Notary Public Signature
STATE OF _____

Printed, typed or stamped name of notary
My Commission Expires _____



Exhibit "C"
MIAMI SHORES VILLAGE
CONTRACTOR'S ACKNOWLEDGEMENT OF COMPLIANCE
WITH INSURANCE REQUIREMENTS FOR
"Equivalent Residential Unit (ERU) Study"
REQUEST FOR PROPOSALS

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in Insurance Requirements of the Request for Proposals for the "Equivalent Residential Unity (ERU) Study" and accepts all conditions and requirements as contained therein.

Consultant: _____.

Name (Please Print or Type): _____.

By: _____
Contractor's Signature

Date: _____.

This executed form must be submitted with Scope of Work proposal.





**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 Miami Shores Village, 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 Response 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 misrepresentations.

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 a jury verdict, non-jury 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 Agreement and which bids or applies to bid on Agreements 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 relations 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 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 AN AGREEMENT 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

Printed Name

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

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped name of notary public



Exhibit "D"

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

This sworn statement is submitted to Miami Shores Village, Florida.

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

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

whose business address is: _____

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

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

I, being duly first sworn state:

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

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

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature

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

Personally known _____

OR

Produced identification _____

Notary Public – State of _____

Type of identification _____

My commission expires: _____

Printed, typed or stamped name of notary public



Exhibit "E"

MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

Information and Instructions

Miami Shores Village, Florida requires this disclosure statement to be completed and filed with all proposals, bid responses, contracts and/or grant or loan requests to the Village in excess of \$10,000. The disclosures statement is not required for contracts for gas, water and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications or other proposals.

A copy of the disclosure statement shall be maintained by the awarding Village Department. Miami Shores Village shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the Village if the misleading or incorrect information on the disclosure statement is discovered by the Village subsequent to execution of a contract.

Definitions

"Business Entity" means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

"Family, or Family Members, or Familial Relationship" means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, a person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

"Person" means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

"Public Official" means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the Village.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

VILLAGE DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP TELEPHONE NUMBER

This form is provided with the following document:

Invitation to Bid Request for Proposal / Qualifications Proposal Grant or Loan Request Other

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any Village Department within the current or last two calendar years?

Yes No

If yes, identify below the Village Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

VILLAGE DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any Village Department within the current or last two calendar years?

Yes No

If yes, identify the Village Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

VILLAGE DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN

1. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	VILLAGE DEPARTMENT

2. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/ MEMBER	ADDRESS	PUBLIC EMPLOYEE	VILLAGE DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposals, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized in preparation of request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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List below the names of any individuals, partners, or officers of the business entity who worked for Miam Shores Village within the current or past two calendar years.

NAME OF INDIVIDUAL	ADDRESS
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.

Signature

Date

Print Name

