

# **-The Village of El Portal**

## **REQUEST FOR PROPOSAL (RFP)**

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### **LANDSCAPING AND TREE SERVICES**

**RFQ No. 2023-02**

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AT

VILLAGE OF EL PORTAL  
500 NE 87 STREET  
EL PORTAL, FL 33138

Copies of this Solicitation Document are available at the Village of El Portal website, [www.elportalvillage.com](http://www.elportalvillage.com). Contact Person: Village Manager Christia E. Alou  
Email: [villagemanager@villageofelportal.org](mailto:villagemanager@villageofelportal.org) | Telephone: (305) 795-7880.

The Village of El Portal, Florida, a Florida municipal corporation located in Miami-Dade County, Florida, whose address is 500 NE 87<sup>th</sup> Street, El Portal, FL 33138 hereinafter referred to as the “Village” is hereby soliciting Proposal/Qualifications from experienced and qualified landscaper services that include certified arborist and tree services to the Village as outlined below.

Please submit one (1) original bound Proposal, five (5) complete copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or firm and the address as well as the number and title of this Solicitation by no later than the date and time stipulated in the Solicitation Timetable below. Proposals received after the Submittal Deadline noted below will not be considered and no time extensions will be permitted. Proposals must be addressed to the Village of El Portal, Attention: Village Manager 500 NE 87 Street El Portal, FL 33138.

**“IMPORTANT SOLICITATION ENCLOSED”**  
**LANDSCAPING and TREE SERVICES**  
**RFP No. 2023-02**

The Village of El Portal is currently seeking the professional services of experienced and qualified landscaper services that include certified arborist and tree services to the Village of El Portal, a Tree City USA.

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the Village Manager listed below and shall be in writing. Any oral communications will be considered unofficial and non-binding on the Village. Vendors should rely only on written statements issued by the RFP Coordinator.

**Christia E. Alou, Village Manager**  
**Village of El Portal**  
**500 NE 87 Street**  
**El Portal, FL 33138**  
**E-mail: [villagemanager@villageofelportal.org](mailto:villagemanager@villageofelportal.org)**

The Village’s schedule (timetable) for this Solicitation is as follows:

| Event                                      | Date              | Time    |
|--|-------------------|---------|
| Advertisement Date:                        | January 30, 2023  |         |
| Deadline For Receipt of Written Questions: | February 13, 2023 | 12:00PM |
| Deadline For Receipt of Proposals:         | February 17, 2023 | 3:00PM  |
| Village Council Approval Date:             | February 28, 2023 | 7:00PM  |

*(The Village reserves the right to delay or modify the above dates and will post notice of any changes on the Village website)*

**ACCEPTANCE AND REJECTIONS**

The Village reserves the right to reject any Proposal with or without cause; to waive any or all irregularities regarding the specifications and to select the Respondent offering the greatest benefit to the Village. Please be advised that this Solicitation is issued subject to the Village of El Portal Code Section Cone of Silence, prohibiting certain communications with the Village as described under Section 1.27, Instructions to Proposers, of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

*Village Manager Christia E. Alou*

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## SECTION 1.0 INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

- a) "Village" means the Village of El Portal.
- b) "Agreement" or "Contract" means a binding written agreement for the solicited Work and/or Services required by the Village by means of this Solicitation, including work orders, containing terms and obligations governing the relationship between the Village and the Respondent.
- c) "Department" means a department of the Village of El Portal.
- d) "Proposal" means the documents timely submitted by Proposer or Respondent, in response to this Solicitation.
- e) "Proposer" or "Respondent." All individuals, consultants, organizations or other entities submitting a response to this Solicitation.
- f) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the Village Council as a result of this Solicitation, and upon the parties executing a Contract.
- g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the selected and appointed Respondent.
- h) "Solicitation" means this Request for Proposals/ Request for Qualifications (RFP/RFQ) document, and all associated addenda and attachments.
- i) "Work" or "Services" shall include all of the effort, preparation, attendance and work product required to successfully perform the services being procured by means of this Solicitation.
- j) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the Village, whether directly or indirectly, on behalf of the Contractor.

### 2. VILLAGE OVERVIEW

The Village of El Portal, Florida (approx.. pop. 2300 persons) is a diverse, idyllic community, located in the North East portion of Miami-Dade County just north of Downtown Miami and encompasses approximately 0.42 square miles. As the smallest Village of Miami-Dade County, The Village of El Portal is committed to maintain the socio-economic diversity which

strengthens the vitality of the Village, while also focusing on issues such as commercial growth, a small number of large development projects, the arts, leisure activities and resiliency to provide a viable future for our residents and preserve the Village's rich history since its incorporation in 1926.

The Village provides a wide range of governmental services including public safety / police services, parks and recreation / public works, planning, building and zoning, code enforcement, and community development to its citizens.

The Village is a consumer of goods and services and the purchasing decisions of our employees and consultants can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

### 3. REQUEST FOR QUALIFICATIONS

This Solicitation is extended to Respondents that have the necessary experience and qualifications to provide the services specified herein. The scope of services presented in this Solicitation represent the Village's anticipated needs.

### 4. PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, (**Form "A-1"**) attached to this Solicitation, must be executed by the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Qualification package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

### 5. PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or consultants who shall perform Work, which is intended to benefit the Village, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent has been convicted

of a public entity crime or has been placed on the discriminatory Respondent list, then a period of more than 36 months prior to the Submittal Deadline for this Solicitation must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list.

The Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the Village if it is determined that the Respondent did not comply with the requirements of this Section. If so, the Village shall have no liability to the Respondent for any Work performed or materials furnished.

**6. LOBBYING**

Respondents are hereby placed on notice that all Respondents are expressly prohibited from lobbying, either directly or through the use of third parties, the Village Council Members or any evaluation committee members or employees of the Village for any purpose relating to this Solicitation. Any Qualification submitted by a Respondent who violates these requirements will not be considered for review. The Village Manager/Village Clerk's RFP/RFQ Coordinator shall be the only point of contact for questions/clarifications concerning any aspect of this Solicitation.

**7. SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF VILLAGE CONTRACTS**

The Principal(s) of any Respondent(s) or their proposed Subcontractors or Sub-consultants shall not attempt to do business with the Village under a different name or form a new legal entity in order to do business with the Village while the principals of the Respondent or its proposed Subcontractors or Sub-consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Agreement issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the Village. The Village, in the event of such termination, shall not incur any liability to the Respondent for any Work performed or material furnished.

**8. POINTS OF CONTACT TIMETABLE FOR INQUIRES**

Respondents shall contact the Village Manager for all inquiries relating to this Solicitation. Any questions for issues other than strictly procedural matters, such as posting information and tentative schedules, must be submitted in writing to the Village Manager by email at [villagemanager@villageofelportal.org](mailto:villagemanager@villageofelportal.org)

Substantive questions will not be considered if submitted after the date and time stipulated on the Solicitation Timetable. The response(s) to questions submitted in a timely manner will be issued by written addenda and will be posted on the Village's webpage at [www.elportalvillage.com](http://www.elportalvillage.com).

**9. ORAL REPRESENTATION**

No oral representation made by Village staff shall be considered binding. The contents of this Solicitation and any subsequent written addenda issued by the Village shall govern all aspects of this Solicitation.

**10. ADDENDA**

If any revisions to this Solicitation become necessary, the Village will post written addenda on the Village website. The Village may revise the deadline for response submission at any time prior to the date and time scheduled for opening of Proposals. Respondents shall be responsible for verifying whether or not any addenda have been issued by the Village prior to the submittal deadline by either calling or checking the Village website at [www.elportalvillage.com](http://www.elportalvillage.com).

**11. CANCELLATION OF THE SOLICITATION**

The Village reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the Village.

**12. PROTEST**

If a potential Respondent wishes to protest any provision of this Solicitation, a written protest must be filed with the Village Clerk within five (5) business days (excluding weekends and Village observed holidays) prior to the deadline for submittal of Proposals. A written protest is considered filed when received by the Village Clerk.

Any Respondent who files a formal written protest shall post with the Village, at the time of filing the formal written protest, a filing fee in an amount equal to one percent (1%) of the total amount of compensation anticipated under this Solicitation or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

**Notice of written protest along with the filing fee, shall be timely filed with the Village Clerk of the Village of El Portal 500 NE 87 Street El Portal, FL 33138. The Village will not accept receipt of any formal written protests filed at any location other than the Village Clerk's Office.**

**13. AGREEMENT**

Respondent understands that neither this Solicitation nor Respondent's Proposals constitute an Agreement with the Village. No Agreement is binding or official

until all Proposals are reviewed and accepted by appropriate Village staff, approved by the requisite level of authority within the Village and an official Agreement is duly executed by the parties.

The selected Respondent shall be required to sign an Agreement which the Village determines to be fair, competitive and reasonable.

**14. PROPOSALS COST**

Neither the Village nor its representatives shall be liable for any expenses incurred by Respondents with regards to the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the Village.

**15. TAX EXEMPT STATUS**

The Village is exempt from Florida Sales and Federal Excise taxes on direct purchases of tangible property.

**16. QUALIFICATIONS SUBMITTAL AND OPENING**

All responses shall be submitted in a sealed envelope by the deadline indicated on the Solicitation Timetable. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The Village assumes no responsibility for responses not properly marked.

The Village will not accept responses delivered after the established deadline. If a Proposal is delivered after the stipulated deadline, a Respondent shall be deemed non-responsive and will not be eligible for consideration under this Solicitation.

Receipts of a response by any Village office, receptionist or personnel other than the Manager's Office will not constitute "delivery" as required by this Solicitation. The Village will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening if there is one.

**17. ASSIGNMENT OF RESPONSE**

A Respondent shall not transfer or assign its response to a third-party following submission of a Proposal to the Village.

**18. WITHDRAWAL OF RESPONSE**

Respondents shall withdraw their submitted Proposal by notifying the Village either in writing or in person through an authorized representative at any time prior

to the deadline for submittal of Proposals. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Once Proposals are received and opened by Village staff, they then become property of the Village, and may not be modified or returned to Respondents even when they are withdrawn from further consideration.

**19. PUBLIC RECORDS AND EXEMPTIONS**

Respondents are hereby notified that all information submitted as part of or in support of their Proposals will be available for public inspection, in accordance with Chapter 119, Florida Statutes, known as the "Public Records Law", at the time the Village posts notice of its decision or intended decision regarding recommended award of this RFP or thirty (30) days after the opening of Proposals, whichever is earlier.

In the event that a Respondent believes that any information contained in their Proposal should be considered confidential and/or proprietary and is therefore exempt from public records disclosure, then the Respondent must submit and cite specifically the applicable exempting law. The Respondent's failure to provide the Village Manager with a detailed explanation and justification, including statutory cites and specific reference to the information claimed to be exempt from public records exemption, may result in their entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

**20. REJECTION OF RESPONSES**

The Village reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the best interest of the Village;
- (2) If such Proposal is deemed non-responsive.
- (3) If the Respondent is deemed non-responsive; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in response may be waived by the Village. A minor irregularity is a variation from the Solicitation that does not affect the price of the Agreement nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the Village.

**21. REVIEW OF PROPOSALS FOR RESPONSIVENESS**

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements contained in this Solicitation. A responsive Proposal is one which meets the requirements outlined in this Solicitation, includes all necessary documentation, is submitted in a timely manner and contains the appropriate signature(s) as required for each document. Failure to comply with any of these requirements may result in a Proposal being deemed as non-responsive.

22. **VILLAGE COUNCIL REVIEW AND AWARD**

The Village Manager will report the result of this Solicitation to the Village Council for its review, evaluation and final selection of a Respondent to be awarded this contract.

23. **THE VILLAGE OPTIONS**

The Village may, at its sole and absolute discretion, reject any responses, re-advertise this Solicitation, or postpone this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and evaluation process, as well as whether an award shall be made pursuant to this Solicitation, shall be the sole and absolute discretion of the Village Council through processes agreed upon by majority vote when a Quorum of the full Council is present or otherwise lawfully in attendance.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the Village as constituting an offer by the Respondent to provide the Services described in this Solicitation.

24. **CONTRACT AWARD**

The Village anticipates the selection and award of this contract to one Respondent but reserves the right to not make any award whatsoever, if determined to be in the best interest of the Village.

Prior to final execution of an Agreement with the Village, the Respondent(s) shall submit the requisite insurance coverage documents. The contract number shall be included on the insurance documents submitted to the Village Manager, as well as for any updates to the insurance coverage throughout the Agreement period. Failure to execute the Agreement and/or to submit evidence of the required insurance coverage in a timely manner shall be just cause for termination of the award.

25. **PROPOSAL SUBMITTAL/ADDENDUMS**

All Proposals shall be submitted in accordance with the format outlined under Section 4.0 of this Solicitation and must include all the requisite information contained therein. Moreover, the Proposal must contain a signed and completed "Cover Page and Contract Information" form found under Section 5.0.

Respondents may be deemed non-responsive if any required information is missing from their submitted Proposals.

Prior to submitting their Proposal, each Respondent is solely responsible for verifying whether any addendum has been issued by the Village Manager and

acknowledging their review of said addendum, if any, as part of the Proposal.

26. **NON-RESPONSIVE PROPOSALS**

Proposals deemed to be non-responsive shall not be considered for award under this Solicitation. Proposals may be rejected if found to be in non-compliance with the requirements and instructions contained herein. A Proposal may be determined to be non-responsive due to various factors including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submittal of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected, as stated, if not delivered or received on or before the date and time specified as the deadline for submittal.

27. **CONE OF SILENCE**

This Solicitation is issued pursuant to the Village Code, Cone of Silence, which prohibits certain types of communication with Village Council members, Village staff and evaluation committee members upon issuance.

Upon the Cone of Silence taking effect, the Village Clerk shall issue public notice thereof by providing written notice to the affected Village Departments, the Village Clerk's Office and to each Village Council Member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Village Manager from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Agreement negotiations, public presentations made to the Village Council during any duly noticed public meeting or communications in writing at any time with any Village Council member unless specifically prohibited by the applicable Solicitation documents. A copy of all written communications must be filed with the Village Clerk.



**28. RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This Respondent shall submit with its Proposal a listing of all first-tier Subcontractors or Sub-consultants who will perform any part of the Agreement Work and all suppliers who will supply materials for the Agreement Work direct to the selected Respondent, **if applicable**. Failure to comply with this requirement shall render the Proposal non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Proposal except upon written approval of the Village (see Form A-6).

**29. BUSINESS ENTITY / RESPONDENT REGISTRATION**

The Village of El Portal requires business entities to complete registration application before doing business with the Village. Respondents need not register with the Village to present a Proposal; however, the selected Respondent(s) must register prior to award of an Agreement as failure to register may result in the rejection of the Qualification. To register, you may contact the Village Clerk. It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement awarded as a result of this Solicitation.

**30. EXCEPTION TO THE SOLICITATION**

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions raised by a Respondent must be submitted in writing and clearly indicate what alternative is being offered to allow the Village a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the Village Council through majority vote shall determine the acceptability of the proposed exceptions. The Village Council, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the Village may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this Solicitation. However, the Village is under no obligation to accept any exceptions. If no exception is submitted, the Village will conclude that the Respondent has accepted all terms and conditions of this Solicitation.

**31. LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF VILLAGE OF EL PORTAL RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS**

The evaluation of competitive Solicitations is subject to the Village Code which provides that preference be given to local businesses, except where contrary to federal and state law or any other funding source requirements. In order for the Respondent to benefit from this preference, the Respondent shall confirm in writing its compliance with any of the following criteria as of the date of Proposal submittal (see Form A-3). A local business shall be defined as:

- a) A business located in the Village that has a permanent office or other site where the local business conducts, engages in—or carries on all or a portion of its business and has a current Village business tax receipt, issued prior to the Village's issuance of this Solicitation; or
- b) A business that has at least ten percent (10%) of its total workforce residing in the Village prior to the Village's issuance of this Solicitation; or
- c) A business that subcontracts at least ten percent (10%) of the contractual amount of a Village project with subcontractors who are physically located within the Village.

If applicable, the local business preference would assign Respondents a benefit of ten (10) percent of the total evaluation points or ten (10) percent of the total price, to be applied in calculating their final ranking.

**32. RULES, REGULATIONS AND LICENSING REQUIREMENTS**

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondents are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

**33. MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposals opening.

**34. TRUTH-IN-NEGOTIATION STATEMENT**

The Respondent must provide at the time of Agreement execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

**35. REVIEW OF PROPOSALS**

The Village will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced, whichever comes first. After the requested time has passed, Respondents may then request copies of documents or make an appointment to review submittals and presentations.

**36. LATE SUBMISSIONS**

The Village will not accept Proposals received after the date and time stipulated in the Solicitation Timetable and therefore encourages early submittal.

**37. OPENING OF SUBMITTED PROPOSALS**

Immediately after the deadline for submittals has passed, the Village Manager will open properly received Proposals and announce the names of the Respondents for this Solicitation in the Office of the Village Manager located at the Village Hall at 500 NE 87th Street, Village of El Portal, Florida 33138. A list of Respondents will also be placed at the front office bulletin board shortly after the Proposals are opened and announced.

**38. ATTORNEYS' FEES**

In the event of any dispute arising under or related to this Solicitation and the Agreement issued pursuant thereto, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual

attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

**39. CONFLICTS OF INTEREST**

The Village's Conflict of Interest guidelines shall apply to this Solicitation and Agreement. Respondents should be aware, that if awarded an Agreement, no person under its employ who presently exercises any functions or responsibilities on behalf of the Village in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the Village. Respondent shall further be aware that if awarded an Agreement under this Solicitation, no person having such conflicting interest shall be employed in the performance of this Agreement.

**END OF SECTION**

## **SECTION 2.0 CONDITIONS**

### **2. PURPOSE**

The Village of El Portal is a proud member of Tree City USA, and is also a bird sanctuary, and home to native Florida wildlife. The preservation of the environment and its natural state is vital to the Village. The selected Respondent(s) will provide professional landscaping and Arborist tree services requested by the Village for various Village of El Portal right-of-ways, parks, alleys and the Village Hall Complex, and other public locations as assigned to the to the Selected Respondent(s). The Selected Respondent(s) will also conduct annual right-of-way, parks, alleys, and Village Hall Complex emergency tree trimming in preparation for hurricane season and as-needed basis tree services to be billed accordingly. The Selected Respondent must provide all labor, materials, supervision, tools, travel, fuel and equipment necessary to provide, but not limited to tree trimming, tree removal, stump grinding, chipping (mulching) and disposal services. The Selected Respondent will report directly to the Village's Public Works Coordinator.

### **2. TERM OF CONTRACT**

The Contract will commence upon approval by the Village Council, unless otherwise stipulated in the Notice of Award letter, which will be issued by the Village Manager and contingent upon the completion and submittal of all required Solicitation documents. The initial term of this Contract may be up to two (2) years.

### **3. OPTION TO RENEW**

The Contract may be renewed annually for three (3) additional one-year periods, under the same terms and conditions, at the sole discretion of the Village Manager. The fee structure of the Contract shall remain firm for the entire Contract term including any and all renewal periods.

### **4. METHOD OF AWARD**

The Village Manager shall review all Proposals received in a timely manner and shall determine which ones are deemed responsive and responsible Respondents. The results of the Village Manager's review and evaluation shall be submitted to Village Council for their further review, evaluation, and final selection for award of this Contract.

### **5. MINIMUM QUALIFICATION AND EXPERIENCE**

In order to be considered eligible to respond to this Solicitation, the Respondent must meet the following minimum qualifications:

#### **5.1. EXPERIENCE REQUIREMENTS**

The Respondent must provide the company's experience and staff resources that identify names of principals and key personnel who will provide the professional services, including Arborist(s) Name and Certification Number. Summarize the experience and expertise of these staff members and also include background information that contains length of time in industry providing similar services, total number of clients, and total number of government clients.

## 5.2. REFERENCES

The Respondents must provide at least five (5) references of business clients and/or governmental agencies to which it has provided professional services. If available, such references should be representatives of Florida jurisdictions and/or agencies for which the Respondent is currently providing or has provided professional services within the last five (5) years.

## 5.3. COMMUNICATION

The ability to communicate in a diverse environment is crucial to success in this position.

## 6. INDEMNIFICATION AND INSURANCE REQUIREMENTS

**Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:**

1. Professional Liability (Errors and Omissions) Insurance – 1. \$1,000,000 per occurrence, \$2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed \$25,000 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible; 2. Claims made policy must have an extended coverage reporting period of two years past the coverage completion date; 3. For Deductible programs or Self Insured Retention Programs an Irrevocable Letter of Credit or performance Bond for amount of SIR/Deductible is required.
2. Commercial General Liability Insurance – preferably written on an occurrence form with \$1,000,000 for each occurrence, to include contractual liability, personal & advertising injury, and products/completed operations.
3. Automobile Liability Insurance – \$1,000,000 combined single limit bodily injury and property damage. Coverage shall be applicable to any auto, hired auto and non-owned auto.

**Both Commercial General and Automobile Liability insurance policies shall name the Village of El Portal as “additional insured”. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the Village may carry.**

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the Village’s Finance Department prior to signing of Contract. Selected Respondent may produce any insurance under a “blanket” or “umbrella” insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made on other projects undertaken by Selected Respondent.

The Selected Respondent must submit to the Village Manager, prior to signing of Contract, a Certificate of Insurance naming the Village of El Portal as additional insured for Commercial General Liability and Auto Liability Insurance. Awarded Respondent shall guarantee all required insurances remain current and in effect throughout the term of Contract and shall be provided to the Village Manager/designee.

Selected Respondent shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Awarded Respondent or its employees, agents, partners principals or subcontractors.

Selected Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Selected Respondent shall not commence work under this Agreement until the Village has received and approved all the minimum insurance described by the Village's Finance Department. Selected Respondent shall not permit any Subcontractor to begin any work on Village property until subcontractor's minimum insurance coverage is obtained and approved.

**7. FAILURE TO PERFORM**

The terms and conditions of the awarded Contract will dictate issues of default and termination, with or without cause.

**8. FEDERAL AND STATE REGULATIONS**

The Selected Respondent shall comply with all applicable federal, state and local rules and regulations regarding the provision of services.

**9. ACCEPTANCE OF SERVICES BY THE VILLAGE**

The services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

**10. COUNCIL MEETING**

All Proposals of Respondents submitted by the Village Manager to Village Council for further review and evaluation must be available to attend Village Council meetings to answer any questions and/or provide presentations, if so requested by Village Council and/or and authorized Village staff.

**11. SOLICITATION CLARIFICATION AND QUESTIONS**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Village Manager via email at [villagemanager@villageofelportal.org](mailto:villagemanager@villageofelportal.org). Respondent(s) must clearly understand that the only official answer or position of the Village will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence; be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum.

**NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the Village's webpage and it is the Respondent's sole responsibility to assure review of all (if any) addenda(s).

This RFP is issued pursuant to the Village of El Portal Ordinance which prohibits certain types of communications.

**12. ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:**

The Village reserves the right to reject any Proposal, and to waive minor irregularities in this Solicitation process.

**13. VILLAGE OPTIONS**

The Village may, at its sole and absolute discretion, reject any or all Proposals, re-advertise this RFP, postpone, or cancel this RFP/RFQ process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP/RFQ.

The determination of the criteria and process whereby Proposals are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this RFP/RFQ, shall be the sole and absolute discretion of the Village Manager and Council.

**14. RULES, REGULATIONS, AND REQUIREMENTS**

All Respondents shall comply with all laws, ordinances, and regulations of any Federal, State of Florida, Miami-Dade County, or Village government applicable to submitting a response to this RFP/RFQ and to providing the services described herein.

**15. ETHICAL CONSIDERATION**

No elected official or employee of the Village who exercises any responsibilities in the review, approval, or implementation of the Proposal or Contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.

The Selected Respondent shall not assign any interest in this Contract and shall not transfer any interesting the same without the prior written consent of the Village.

The Selected Respondent shall not accept any client or project that places it in a conflict of interest with its representation of the Village of El Portal.

The Respondent must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the Village, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-contractor, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the Village.

**16. CHANGE OF PROPOSAL**

Any Respondent, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and Solicitation number shall appear on the envelope.

**17. MODIFICATIONS OF PROPOSAL**

No unsolicited modifications to Proposals will be permitted after the date and hour of the opening of Proposals.

**18. CONTRACTOR REGISTRATION**

The Selected Respondent shall be a registered vendor with the Village of El Portal for the duration of the Agreement. In becoming a registered vendor, the Selected Respondent confirms its knowledge of and commitment to comply with the Village of El Portal Procurement Policy which sets forth the provisions of the procurement of supplies and services, including source selection and contract formation.

Proposers may view the Village's procurement policies upon written request to the Village Manager.

**END OF SECTION**

## **SECTION 3.0 SCOPE OF WORK**

### **3.1 SCOPE OF WORK**

#### **3.1.1 Background**

The Village of El Portal is looking for a local company to provide environmentally responsible landscaping and tree care and maintenance services with a consistently high level of customer service, professional advice, and support. The Village expects the proposal to define, in detail, the approach to be used to provide these services and improve the Village's existing "green" properties in a cost-effective manner.

#### **3.1.2 Qualifications**

The selected Respondent(s) should possess, at a minimum:

- a. Specialized tree trimming work or have crews who specialize in tree trimming work;
- b. Employ an ISA or ANSI certified Arborist to supervise tree services work;
- c. Own or possess under a rental/lease contract, all equipment for use in performance of the work;
- d. Be capable of performing all the work provided for under the contract, except pest control services.

#### **3.1.3 Assignment of Work/Term**

It is the Village's intention to solicit responses from interested parties, to evaluate the responses, and to award a contract to one Respondent. The Village reserves the right to request that the selected Respondent obtain services through subcontractors to supplement the expertise and resources which may be required at any given time and for the purposes of carrying out the intent of the requirements herein.

The Village may choose to issue Work Orders on specific issues, for the purposes of carrying out the intent of the requirements herein. Recommendations for Work Orders will be made by the Village Manager. All Work Orders must be issue specific and performance driven, reviewed by the Public Works Coordinator, and approved by the Village Manager prior to issuance.

### **3.2. REQUIREMENTS AND SERVICES TO BE PROVIDED**

#### **1. Conflicts with City Interests**

No person or entity, whether an individual, firm, partnership or corporation, which receives compensation either directly or indirectly from the Village for lobbying on behalf of the Village of El Portal or any of its agencies or instrumentalities at either the municipal, state, or national level shall represent any entity in any forum to support a position in opposition to a position of the Village unless the Village Council grants a specific waiver for a specific lobbying activity. The failure to comply with this provision shall result in either or both of the following: (i) the selected Respondent's contract being voidable by the Village or (ii) a prohibition, for a period of up to three years, as determined by the Village Council in its sole discretion, on the selected Respondent's entering into a lobbying contract with the Village. The selected Respondent, on behalf of itself and any and all employees, partners, and subcontractors, shall have an affirmative obligation to notify the Village Manager in writing of each and every party the selected Respondent and/or its employees, partners, or subcontractors wishes to represent before the Florida Legislature, the Governor's Office, or any state agency, as well as the nature of the proposed representation. This obligation shall apply whether such party or interest is adverse to the Village or not. Such notification must include all parties the selected Respondent or employees, partners, or subcontractors wishes to represent. Separate and independent from the above-referenced obligation, the selected Respondent, on behalf of itself and any and all employees, partners, and subcontractors, must advise the Village Manager in writing of any position in opposition to a position of the Village taken by the selected Respondent or any employee, partner, or subcontractor and request a waiver of such conflict before the Village Council. A position in opposition to a position of the Village may take the form of an adverse policy position or fiscal impact on the Village, either direct or indirect. A position in opposition to a position of the Village is not limited to a position that conflicts with an express provision of the legislative package adopted by the Village Council. It may also arise in other areas. Not every Village interest can be anticipated or enumerated in the Village's legislative package, and issues arise and change over the course of the legislative process. It is incumbent on the selected Respondent and employees, partners, and subcontractors to



remain mindful of the Village's policy and fiscal interests and positions vis-à-vis other clients. If an actual or perceived conflict arises, the selected Respondent and/or subcontractor must advise the Village Manager immediately in writing and seek a waiver of the conflict before the Village Council.

Once a conflict waiver request has been received by the Village, the Village Manager reserves the right to determine whether the selected Respondent and/or employee, partner, or subcontractor may continue representing the Village and the other interest until the Village Council can consider the conflict issue. The Village Council may take, in its sole discretion, any action regarding a waiver request, including but not limited to the following: (i) grant a waiver and allow the selected Respondent, and/or employee, partner, or subcontractor to continue to represent both the Village and the other party; (ii) refuse to grant a waiver and require the selected Respondent, and/or employee, partner, or subcontractor to choose between representing the Village of El Portal or the other party, or to discontinue representing the other party; (iii) refuse to grant a waiver and void its contract with the selected Respondent and/or employee, partner, or subcontractor; or (iv) grant a limited waiver and allow the selected Proposer and/or employee, partner, or subcontractor to continue to represent both the Village and the other party under whatever limitations or restrictions the Village, in its sole discretion, determines to be appropriate.

## 2. Services

The selected Respondent shall perform in a manner that will maintain healthy landscape and trees and present a clean, neat, and professional appearance Village-wide. The selected Respondent shall:

1. Mow all grass areas.
2. Prune shrubbery and lower tree branches to approximately eight feet to maintain attractive shape.
3. Raking and picking up garden clippings and debris, including all palm fronds and trash before mowing, with no leaf blowing at Village Hall and surrounding areas.
4. Edging along surfaced areas and planter beds.
5. Remove all debris from surface areas after each service as to leave property with a neat and clean appearance.
6. Weeding planter beds and control weeds without use of pesticides.
7. Hand-clipping or use of green machine in the hard-to-reach places.
8. Maintenance and necessary replacements of sprinkler systems at all Village properties.
9. Maintenance of Miami Dade County/El Portal Bus Shelters at NE 2<sup>nd</sup> Avenue between NE 87 Street and NE 88 Street.
10. Maintenance of El Portal Electric Sprinter Shuttle Stops at Village Hall and El Portal Nature Trail.
11. Maintenance of all Village of El Portal Parks to ensure they are well manicured and clean. Special attention to be paid to Sherwood Forest Park and El Portal Tequesta Burial Mound which are Archaeological Zoned and protected from any disturbance of the earth due to artifacts protection.
12. Rust and Water deposit removal from Village of El Portal signs, and all Village entry signs (at Biscayne Boulevard and NE 87 Street, NE 2<sup>nd</sup> Avenue, etc.)
13. Landscaping and tree services to include Village Hall, all Village Parks, around railroad tracks, right-of-ways and swales, alleys, the west side public right of way of Horace Mann Middle School, and road/street medians.
14. Tree maintenance to include arborist services, pruning, removal, planting, emergency response, clearance pruning, small tree care, tree watering, palm trunk skinning, root pruning, foliar treatments when necessary.
15. Trees to be trimmed or removed will be designated by the Village on an "as needed" basis, for which Selected Respondent shall provide the Village of El Portal a written estimate for each individual project prior to beginning the work. Tree removal shall include the removal of the stump.
16. Any holes created by stump and root grinding must be filled the same day.
17. Annual pre-hurricane season readiness tree trimming each year during the months of May and June in the right-of-ways, parks, alleyways, road/street medians, Village-wide. During such periods of time as are designated by the US Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the selected Respondent, at no additional cost to the Village, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the selected Respondent has given notice of same, in accordance with the Miami Dade County Code.
18. Compliance with any specific severe weather event or alert precautions will not constitute additional work. In the event of a severe weather event, the Village must be a priority client to the Selected Respondent. At a minimum, the selected Respondent must respond to the Village's requests in accordance with its Emergency Response Plan.
19. Assist the Village of El Portal, where possible, in post-hurricane or weather emergency recovery.

20. Hours of services shall be Monday through Friday, 8AM through 5pm, unless permission is given, in writing. Selected Respondent must be able to work on Saturdays, and holidays, on an “as needed” or emergency basis when required by the Village.
21. Frequency of service is every two weeks annually. And one annual pre-hurricane season readiness tree trimming, and “as-needed” and emergency services as needed.
22. The work is to be performed in a manner so as not to interfere with normal Village operations. The manner in which the Work is performed will be subject to the approval of the Public Works Coordinator, whom, if necessary, will have the authority to require changes in the manner in which the Work is performed.
23. There must be no obstruction of Village services without the prior written approval of the Village Manager. All request for such interruption or obstruction must be given in writing to the Public Works Coordinator twenty-four hours in advance of the interruption of Village operations, and at minimal disturbance to the residents of the Village of El Portal.
24. All personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Village of El Portal. All personnel must wear selected Respondent’s identifiable uniform.
25. Any work performed in the public right-of-way will require the prior approval of the appropriate public agencies, ie the Village of El Portal Police Department, Miami Dade County Transportation and Public Works Department, and Florida Department of Transportation.
26. Prior to starting work, Selected Respondent must install warning signs and any other traffic safety devices advising motorists and pedestrians of Work being performed. All signs must be temporary and must be removed at the end of the workday.
27. All work to be performed in accordance with the Village of El Portal Code of Ordinances, local, state and national guidelines including Administrative Codes Chapter 54 and 31, Public Utilities Statute 366.04, National Electric Safety Code (NESC) Section 21, Part 2, Rule 218, and the American National Standards Institute pruning standards (ANSI) A300.

### **3. Optional Services**

The Village reserves the right to request additional services at which time fees for those services will be established.

**END OF SECTION**

## **SECTION 4.0 PROPOSAL FORMAT**

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided on recycled paper, with normal margins and spacing. All documents and information must be fully completed and signed as required. Digital copies must be in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

### **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company/Firm Name and RFP/RFQ Number.

The Proposal shall be written in sufficient detail to permit the Village Manager and Council to conduct a meaningful evaluation. The Proposal must include the following information:

### **LABEL EACH SECTION AS NUMBERED**

**1) Proposal Cover Page/Contact Information and Certification Forms**

Use Cover Page/Contact Information and Certification forms attached hereto under Section 5.0 and include this sheet as the very first sheet of your Proposal. Please complete and sign the form in its entirety. The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this RFP/RFQ. And a Statement indicating the proposal and cost schedule will be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the Village of El Portal.

**2) Table of Contents**

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

**3) Letter of Introduction**

Provide a brief introduction narrative letter highlighting the qualifications of the company/firm including component firm(s), and briefly state your understanding of the services to be performed and make a positive commitment to provide the services as specified. Summarize your proposal and your firm's qualifications.

**4) Business Structure**

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current Village / County / State Occupational License(s) where applicable.

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office which will handle the Village's account and the number of professional staff personnel at the office.

**5) Qualification/Experience of the Firm**

Specifically address the firm/individual's experience per the qualification requirements in Section 2 and Staff Resources that identify names of principals and key personnel who will provide the landscaping and tree services. Summarize the experience and expertise of these staff. Describe the role and responsibilities that each of these individuals will have. The local availability of staff that will be providing these services will be an important

consideration. Also include background information that contains length of time in business providing similar services, total number of clients, and total number of government clients.

**6) References**

Please provide a minimum of three references, preferably other governmental organizations of like size and scope to the Village of El Portal. Provide the name, title, address, and telephone number for each reference. Please provide information referencing the actual services provided, customer size (number of users), and the length of tenure providing services to this client.

**7) Conflict of Interest**

State whether you or your firm or any individual within your firm represents any clients or interests that may create an actual or potential conflict in the performance of services for the Village of El Portal. Please include any additional information as an attachment.

Please include a statement to the effect that, at the time your firm is selected by the Village and any facts are known or come to light which create an actual or potential conflict that information will be fully disclosed in writing to the Village of El Portal. Also, please describe your firm’s policies or procedures for avoiding ethical or conflicts of interest violations.

**8) Statement of Work**

Describe how your firm proposes to provide the services listed in the scope of services by addressing each section numbered item above including your scope of services along with proposal for providing on-going support.

**9)PRICING**

- a. The proposal must contain a fee schedule that includes the total fees on an annual basis, and hourly rates for the proposed services.
- b. Describe how your services are priced and any specific pricing you can provide.
- c. Define any additional charges.
- d. Describe the extent, limits, and deductibles of your business insurance; and any additional warranties that you will provide.

**SELECTION CRITERIA**

The Village of El Portal will review each Proposal to determine which, if any, best fits our current and future professional needs. Respondents will be evaluated on their responses with particular focus on:

- A. Respondent’s relevant experience, qualifications, past performance, and capabilities.
- B. Cost of services to the Village of El Portal.

**Please ensure to include all applicable forms with your proposal documents signed and notarized as required. Emailed forms will NOT be accepted.**

With regards to “Acknowledgement of Addenda”, it is the sole responsibility of the Respondent to check the Village’s website for all applicable addenda issued at [www.elportalvillage.com](http://www.elportalvillage.com).

Completed responses shall include all the above information including all required forms included with this Solicitation or the Proposal may be rejected.

**FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.**

**END OF SECTION**

**Section 5.0**  
**Cover Page, Contact and Certification**  
**Forms**

**COVER PAGE & CONTACT INFORMATION**

**Landscaping and Tree Services  
RFP 2023-02**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Respondent: \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee Identification (FEIN)  
Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name\*: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Arborist Certification Name & #: \_\_\_\_\_

\*The contact person indicated should be someone the Village may contact for any questions or provide any correspondence related to this Solicitation.

**Village of El Portal**  
**RFP/RFQ Certification Form**

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Date: \_\_\_\_\_



Village of El Portal RFP/RFQ

FORM A-1

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 AND MINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding 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, 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:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any 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 THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
[signature]

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 commission name of notary public)