



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE ■ PALM SPRINGS, FL 33461
JULY 27, 2023
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Joni Brinkman ☐ Mayor Pro Tem Patti Waller
☐ Council Member Doug Gunther ☐ Council Member Gary Ready

ADMINISTRATION

- ☐ Village Manager Michael Bornstein ☐ Village Attorney Glen Torcivia
☐ Village Clerk Kimberly Wynn

If a person decides to appeal any decision made by the Council concerning any considered matter, they will need a record of the proceeding. For such purposes, they may need to ensure that a verbatim record of the proceedings is available. The recording includes the testimony and evidence upon which the appeal is to be based.

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. **Approval of July 13, 2023 Village Council Regular Meeting Minutes:** Motion for the approval of July 13, 2023, Village Council Regular Meeting Minutes.
Staff: Kimberly Wynn, Village Clerk

2. **Amendment No. 7 to the Agreement with Tyler Technologies for Software as a Service (SaaS) - Information Technology (IT) - FY23:** Motion to approve Amendment No. 7 to an Agreement with Tyler Technologies for an annual amount of \$73,554.72 to extend Village-wide SaaS applications until June 30, 2026. Funding is available within the IT Budget.
Staff: Rebecca Morse, Chief Financial Officer
3. **Resolution No. 2023-35 Grant Application for the Hazard Mitigation Grant:** Resolution No. 2023-35 authorizes the Village Manager to submit applications for Hazard Mitigation Grant Program funding to the Florida Division of Emergency Management (FDEP) in order to fund five (5) projects for the Public Works Department and the Utilities Department, including: 1) Lift Station Emergency Power, 2) Water Treatment Plant Generator, 3) Raw Water Well Emergency Power, 4) Generators for Raw Water Wells 12, 13, & 14, and 5) Lorene Drive Flood Protection.
Staff: Paul Ward, Assistant Director of Utilities
4. **Agreement - Professional Services Contract - Request for Proposal (RFP No. 2023R-002) - Planning, Zoning and Building Department - Plan Review Services:** Motion for the approval of the staff's recommendation of RFP No. 2023R-002 and authorize the Zoning and Building Department to enter into an agreement with Sunshine Inspections, LLC for plan review services. Funding is available within the FY 2023 Budget - General Fund - Planning, Building, and Zoning Department.
Staff: Iramis Cabrera, PZB Director
5. **Resolution No. 2023-36 Approve Utility Accounts Write-Offs-Utilities Department (FY 2023):** Motion for the approval of Resolution No. 2023-36 to allow the Village's Utility Billing staff to declare approximately \$49,730.32 as uncollectable for the period from October 1, 2018, through September 30, 2019, as a result of customer non-payment. If approved, this amount will be considered uncollectable; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.
Staff: Jimmie Johnson, Utilities Director, Paul Ward, Assistant Director of Utilities
6. **Agreement - Foreclosure Registration Process Agreement - Hera Property Registry, LLC (Hera):** Motion for the approval of the Village enters into an Agreement with Hera Property Registry, LLC (Hera) to re-establish and implement a mortgagee registration of properties within the Village that are subject to foreclosure.
Staff: Kimberly Glas-Castro, Assistant Village Manager

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

7. **Resolution No. 2023-39 - FY 2023 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF)**: Motion to approve Resolution No. 2023-39; to certify the Village's taxable values for the upcoming fiscal year (FY 23/24) as well as other related financial information. The proposed millage rate is 3.50 with a rollback rate of 3.1131. The proposed millage of 3.50 is 12.43% over the rolled back rate.

Staff: Rebecca Morse, Chief Financial Officer

Motion	Second	Vote
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8. **Resolution No. 2023-37 - Final Garbage Non Ad-Valorem Assessment Rates - FY 2023**: Motion for the approval of Resolution No. 2023-37; adopting the final non-ad valorem assessment roll for Fiscal Year 2023/2024 so as to provide a uniform method for collecting the non-ad valorem assessment for garbage, trash and recyclables collection services and related services on the Palm Beach County Tax Notices. The projected total annual revenue that the Village would assess is expected to be \$1,615,310 for 7,292 parcels.

Staff: Timothy Crespo, Assistant Public Works Director

Motion	Second	Vote
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9. **Resolution No. 2023-38 - Final Stormwater Non Ad-Valorem Assessment Rates - FY 2024**: Motion for the approval of Resolution No. 2023-38, to approve the final Ad-Valorem assessment rates for Fiscal Year 2023-2024 for stormwater management assessments for each parcel within the area benefited, other than the non-assessed property. The final tax roll for FY 23/24 is \$550,876 based on 8110 parcels.

Staff: Timothy Crespo, Assistant Public Works Director

Motion	Second	Vote
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ACTIONS AND REPORTS

VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, AUGUST 17, 2023, AT 6:30 PM**

Village of Palm Springs

Title VI/Nondiscrimination Policy

I. Policy Statement:

The Village of Palm Springs values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, the Village believes the best programs and services result from careful consideration of the needs of all its communities and when those communities are involved in the decision-making process. The Village does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Village will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, or family status.

II. Persons with Disabilities:

Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. These laws require federal-aid recipients and other government entities to take affirmative steps to reasonably accommodate those with disabilities and ensure that their needs are equitably represented.

The Village will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. The Village will also make every effort to ensure that its advisory committees, public involvement activities and all other programs, services and activities include representation by communities with disabilities and disability service groups.

The Village encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Also, the Village will provide reasonable accommodation to individuals with disabilities who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, the Village asks that requests be made at least three (3) business days prior to the need for accommodation. Questions, concerns, comments, or requests for accommodation should be made to the Village ADA Officer:

Name: Ashley Saingilus, Human Resources Director
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: asaingilus@vpsfl.org
Phone: (561) 584-8200 Ext. 8421

III. Complaint Procedures:

The Village has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability or family status in any Village program, service or activity may file a complaint with the Village Title VI/Nondiscrimination Coordinator:

Name: Janette Piedra, Human Resources Manager
Address: 226 Cypress Lane, Palm Springs, FL 33461
Email: jpiedra@vpsfl.org
Phone: (561) 584-8200 Ext. 8422



**VILLAGE COUNCIL MEETING MINUTES,
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE VILLAGE OF PALM SPRINGS, FLORIDA
JULY 13, 2023 at 6:30 PM**

CALL TO ORDER

Mayor Bev Smith called the Village Council Regular Meeting to order at 6:30 PM.

ROLL CALL

Present: Vice Mayor Joni Brinkman, Mayor Pro Tem Patti Waller, Council Member Doug Gunther, Council Member Gary Ready, and Mayor Bev Smith

Absent: None

Also Present: Village Manager Michael Bornstein and Village Attorney Glen Torcivia, Village Clerk Kimberly Wynn, Assistant Village Manager Kim Glas-Castro, Police Captain Peter Buhr as Sergeant-in-Arms, Planning, Zoning and Building Director Iramis Cabrera, Assistant Public Works, and Director Timothy Crespo.

INVOCATION

The Village Manager, Mr. Bornstein, led the invocation.

PLEDGE OF ALLEGIANCE

The Village Council led the Pledge of Allegiance.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

The Village Manager indicated there were no changes to the Agenda.

Council Member Ready made a motion to approve the Agenda as present. Mayor Pro Tem Brinkman seconded the motion. The said motion carried 5-0.

CONSENT AGENDA

Mayor Smith offered public comment. There was none.

Vice Mayor Brinkman made a motion to approve the Consent Agenda. Council Member Gunther seconded the motion. The said motion carried 5-0.

1. **Approval of June 22, 2023, Village Council Regular Meeting Minutes: Motion for the approval of June 22, 2023, Village Council Regular Meeting Minutes.**
Staff: Kimberly Wynn, Village Clerk

2. **Appointment to the Planning and Zoning Advisory Board:** Motion for the approval of the appointment of Ms. Brenda Browning to the Planning and Zoning Advisory Board as a Senior Alternate member to serve a three-year unexpired term ending on May 14, 2026.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: Currently, there are two (2) Alternate Board member vacancies due to the resignation of Senior Alternate member Larry Saingilus on the Planning and Zoning Advisory Board.

Ms. Brenda Browning has applied and expressed an interest in being more involved in the Village. If appointed, she would serve as a Senior Alternate Board member with an unexpired three (3) year term ending on May 14, 2026.

If approved, one (1) Junior Alternate Board member vacancy would remain on the Planning and Zoning Advisory Board.

Fiscal Impact: The proposed appointment does not have a fiscal impact on the Village.

End of Consent Agenda....

PRESENTATIONS

3. **Florida City County Managers Association (FCCMA) Recognition - 50 Years as a Council-Manager Form of Government**

Staff: Kimberly Glas-Castro, Assistant Village Manager

Mayor Smith introduced the District 3 President (City Manager of Greenacres), Andrea McCue, and the City of Atlantis, Brian Moree. Ms. McCue presented the Village Manager, Michael Bornstein, and the Village Council with a certificate of recognition in honor of their 50th year anniversary as Council-Manager government. She explained that the FCCMA Recognition Award was achieved when the Village applied through ICMA (International City Manager Association). She commented on Mr. Bornstein's positive interaction with other municipalities in the Association. Ms. McCue said that because of Council/Commission meeting conflicts, several members could not attend but sent their congratulations.

Mr. Bornstein gave comments about the prestigious recognition. He discussed how the Council-Manager government began and has since evolved. He spoke about the public's skepticism of federal and state government. He stressed the importance that local governments continue to maintain a trusting relationship. He thanked the Association for the recognition.

Mayor Smith congratulated Mr. Bornstein and the other Village, City, and Town Managers.

PUBLIC COMMENT

Mayor Smith opened the meeting for public comment.

Anel (sp?) - 3401 2nd Avenue (Church) - Mr. (sp?) designated himself the speaker on behalf of the church. He discussed a construction project halted due to funding issues related to COVID. He explained that a site plan was submitted but expired before completing the project. The church must begin the site plan approval again, and they request assistance. At this point, the Village Manager, Mr. Bornstein, suggested to Mr. (sp?) that he and the staff arrange a meeting..

Johnnie Tieche - 301 Winged Foot Drive - Mr. Tieche commented on code violations after hours. There is a new code officer; however, many violations occur after hours.

Hearing no further comments, Mayor Smith closed public comment.

REGULAR AGENDA

4. **2023 Florida League of Cities 97th Annual Conference Voting Delegate:**

Appointment of a voting delegate to attend the 97th Annual Florida League of Cities, Inc. Annual Conference on August 10-12, 2023, in Orlando, Florida.

Staff: Kimberly Wynn, Village Clerk

SUMMARY: The Florida League of Cities has requested that each municipality designate one official as the voting delegate for the upcoming 97th Annual Conference held at Hilton Orlando Bonnet Creek, Orlando, Florida, August 10th-12th, 2023.

Each year during the business meeting session of the Conference, the designated voting delegate will represent the Village on policy development, the election of League leadership, and the adoption of resolutions that may be introduced during the meeting. One official from each municipality will make decisions that determine the direction of the League.

The deadline to submit voting delegate forms must be received by the League no later than July 31, 2023.

Fiscal Impact: There is no fiscal impact on the Village.

Mayor Smith asked the Village Council to appoint a voting delegate for the 2023 Florida League of Cities 97th Annual Conference. Council Member Ready volunteered to attend.

Vice Mayor Brinkman made a motion to appoint Council Member Ready as the Village's delegate. Council Member Waller seconded the motion. The said motion carried 5-0.

PUBLIC HEARINGS

5. **Resolution No. 2023-34 - Site Plan Amendment (SPR23-05) and Special Exception Use (PSSE23-02) - St. Luke's Catholic Church - 2892 South Congress Avenue:** Motion for the approval of an application submitted by Insite Studio, agent for the owner, "The Most Reverend Gerald M. Barbarito, D.D., J.C.L., Bishop of the Diocese of Palm Beach," for a Site Plan Amendment (SPR23-05) and a Special Exception (PSSE23-02), allowing expansion of the school use for the Commercial General building at 2892 South Congress Avenue, which will include classrooms and a court.

Staff: Iramis Cabrera, PZB Director

SUMMARY: Insite Studio, Inc. (Applicant), agent for The Most Reverend Gerald M. Barbarito, D.D., J.C.L., Bishop of the Diocese of Palm Beach (Owner), is requesting approval of a Site Plan Amendment (SPR23-05) and Special Exception (PSSE23-02) to allow an expansion of the school use, with the construction of 27,024 square feet building to include classrooms and an indoor court for the Commercial General property located at 2892 South Congress Avenue.

Note: The subject property was approved on July 28, 1988, by Palm Beach County (Resolution No. R-89-721), as a Special Exception Use to permit a church or place of worship with accessory buildings and structures for educational institutions. A site plan was approved for the property consisting of several buildings totaling a 50,620 square feet floor area.

The property was annexed into the Village of Palm Springs on October 22, 1998, and designated with Commercial General zoning, Commercial Future Land Use, and Special Exception use.

The Applicant is proposing to demolish the existing structure, shown on the approved site plan as the Existing Church (Parish Center), and construct a new multi-purpose building in its place. The Parish Center, as it exists currently, is a single-story building with an area of 8,696.7 square feet. The proposed structure will be two stories with a total floor area of 27,024 square feet (an additional 18,328 square feet). The proposed uses within the building will include a new gymnasium, cafeteria, kitchen, storage, and additional classrooms to support the overall function of St. Luke's Catholic Church. The proposed building will be compatible with the other structures on the campus and will be compatible with the existing use of the general commercial property. The proposed building will maintain the existing 25-foot setback from the northern property line and will be further buffered with a five-foot landscape buffer.

As part of the proposed Site Plan Amendment, the applicant requested one (1) variance, which was approved by the Planning and Zoning Board during its regular meeting on June 13, 2023, allowing the reduction of parking spaces from the required 338 spaces to 320 spaces (PSV23-10).

The Planning & Zoning Board considered the requested Site Plan Amendment and modifications to the Special Exception use during its regular meeting on June 13, 2023, and recommended approval.

The Planning, Zoning & Building staff do not object to the proposed Site Plan Amendment, Special Exception Use, and variance requested and recommend conditional approval to facilitate the development project proposed for the property.

Fiscal Impact: The proposed development will enhance the Village's assessed property valuation.

The Village Clerk, Ms. Wynn, read the statement of an advertisement on the record and swore in the applicants. Mayor Smith asked the Council to disclose their ex-parte communication. The staff entered their testimony into the record. Ms. Cabrera stated that there were no outstanding issues and that staff, and the Planning & Zoning Board supported the project and offered their support of the project. Mr. Gerald M. Barbarita gave the applicant's presentation and entered it into the record. He explained that SPR23-05 and a Special Exception (PSSE 23-02) would allow for the expansion of St. Luke's Catholic Church to accommodate additional classrooms for their middle school population at 2892 South Congress Avenue. The Pastor entered his presentation into the record. He stated that Father Andrew Brierley, the Pastor, and another member of the Administration were present to answer questions.

Mayor Smith opened the meeting for public comment and Village Council discussion. There were no comments from the public. The Village Attorney, Mr. Torcivia, read the title of the caption into the record.

Council Member Ready made a motion to approve Resolution No. 2023-34. The motion was seconded by Vice Mayor Brinkman. The said motion carried 5-0.

ACTIONS AND REPORTS

At this point, Mayor Smith offered Battalion Fire Chief Tracy Adams an opportunity to speak. Chief Adams reported there were 417 calls from 5 different fire area sources. The average turnaround time to answer the call was 48 seconds. The median response time was six minutes, four seconds. (which is lower than the average time seconds. Response time is 6 minutes 4 seconds on average, which is lower than the average time in Palm Beach County. PBCFR just hired 38 new fire rescue employees for the county. A two-day window has just opened for job applications. There were 700 applications accepted that must go through the assessment process. Council Member Ready asked if there were any new fire apparatus requested for the upcoming budget year. Chief Adams mentioned several new items that she had requested for Stations #91 and #33.

VILLAGE MANAGER COMMENTS

The Village Manager, Mr. Bornstein, talked about the importance of getting prepared for the hurricane season. He cautioned the residents to be proactive because there may not be a lot of warnings. He talked about the upcoming police building expansion. He suggested a logistics meeting with the staff to talk about parking. He also talked about the success of the Fourth of July event.

VILLAGE COUNCIL COMMENTS

Council Member Ready stated that he provided his list to the Village Clerk (see attached). The Council concluded that the fireworks were a success. Vice-Mayor Brinkman asked if the Village considered an arrangement for the church parking lot next to Village Hall while the police expansion took place. Mayor Smith discussed motivational speaker Shawn Kelly at the Palm Springs Library. She was pleased overall with the event.

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the Village Council Regular Meeting at 7:12 PM.

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **July 13, 2023**. Which minutes were formally approved and adopted by the Village Council on **July 27, 2023**.

Kimberly M. Wynn
Village Clerk

**NEXT REGULAR MEETING:
THURSDAY, JULY 27, 2023, AT 6:30 PM
(IMMEDIATELY FOLLOWING THE BUDGET WORKSHOP MEETING)**



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Finance

ITEM #2: Amendment to Tyler Technologies Agreement

SUMMARY: The Village has been using Tyler Technologies since 1992 for the MUNIS applications. In 2012, the Village approved Resolution #2012-40 authorizing a 3-year contract with Tyler Technologies, Inc. to provide these applications as our application services provider.

The attached amendment #7 extends this agreement for 3 years beginning July 1, 2023 through June 30, 2026 and caps the annual service fee increases at 5%.

FISCAL IMPACT:

The current annual fee for all applications and modules included totals \$73,554.72 and is billed quarterly. Some of these modules will be discontinued when the new Maintstar applications are live, this will lower the annual fee. These fees are budgeted in the Information Technology Department annually.

ATTACHMENTS:

1. Amendment to Tyler Technologies Agreement.06.15.23.Revised
2. Tyler Tech Fees 070123 - 063024

**AMENDMENT NO. 7 TO THE APPLICATION
SERVICE PROVIDER AGREEMENT (TYLER TECHNOLOGIES, INC.)**

This Amendment No. 7 (“Amendment”) is made the _____ day of _____, 2023 between Tyler Technologies, Inc., with offices at 1 Tyler Drive, Yarmouth, Maine 04096 (“Tyler” of “the Company”) and the Village of Palm Springs, with offices at 236 Cypress Lane, Palm Springs, Florida 33461 (“Client”).

WHEREAS, Tyler and the Client are parties to the Application Service Provider Agreement dated June 5, 2012 (“Agreement”), as amended on June 11, 2015 and September 18, 2018; and

WHEREAS, the current term of the Agreement expires June 30, 2023; and

WHEREAS, the parties desire to further amend the Agreement to extend the term, to provide for an increase in annual fees, and to include additional contract terms required by Florida law.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Tyler and the Client agree as follows.

1. SaaS Term. The term of the Agreement is hereby renewed for a three (3) year term commencing on July 1, 2023 and expiring on June 30, 2026 (“Term”).
2. SaaS Fees. As set forth on the Fee Schedule attached hereto as Exhibit “A,” SaaS Fees for the first year of the extended term (July 1, 2023 through June 30, 2024) will total \$73,554.72, including all applicable local, state or federal sales, use or other similar taxes, invoiced on a quarterly basis. SaaS Fees for subsequent years of the extended term may be subject to an increase not to exceed 5% annually.
3. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Company shall:
 - 1) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
 - 2) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
 - 3) Maintain copies of all subcontractor affidavits for the duration of this Agreement;
 - 4) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
 - 5) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

- 6) Be aware that if the Village terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Company may not be awarded a public contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.
4. Scrutinized Companies. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

5. All other terms and conditions of the original Agreement, as modified by Amendments Nos. 1 through 6 thereto, shall remain in full force and effect, except to the extent expressly modified by this Amendment No. 7.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this Amendment hereunto executed this Amendment effective as of the date last set forth above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

TYLER TECHNOLOGIES, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023
by _____, as _____ of Tyler Technologies, Inc., a
corporation authorized to do business in the State of Florida, and who is personally known to me
or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

Module	Annual amount 7/1/23-6/30/24
APPLICATION SERVICES - BUSINESS LICENSES	\$1,674.16
APPLICATION SERVICES - ACCTG/GL/BUDGET/AP	\$5,831.44
APPLICATION SERVICES - INVENTORY	\$2,231.12
APPLICATION SERVICES - PURCHASE ORDERS	\$2,231.12
APPLICATION SERVICES - ACCOUNTS RECEIVABLE	\$1,953.20
APPLICATION SERVICES - CENTRAL PROPERTY FILE	\$0.00
APPLICATION SERVICES - GENERAL BILLING	\$2,326.28
APPLICATION SERVICES - PERMITS & CODE ENFORCEMENT	\$3,554.88
APPLICATION SERVICES - UB METER READER INTERFACE	\$2,231.12
APPLICATION SERVICES - UTILITY BILLING CIS	\$7,352.04
APPLICATION SERVICES - PARKS AND RECREATION	\$2,427.96
APPLICATION SERVICES - CITIZEN SELF SERVICE	\$1,652.52
APPLICATION SERVICES - EMPLOYEE SELF SERVICE	\$2,545.88
APPLICATION SERVICES - MUNIS OFFICE	\$2,034.32
APPLICATION SERVICES - ROLE TAILORED DASHBOARD	\$0.00
APPLICATION SERVICES - TYLER REPORTING SERVICES	\$2,379.32
APPLICATION SERVICES - PAYROLL	\$6,884.84
APPLICATION SERVICES - HR MANAGEMENT	\$3,905.28
APPLICATION SERVICES - CAPITAL ASSETS	\$1,400.52
APPLICATION SERVICES - WORK ORDERS, FLEET & FACILITIES	\$1,750.92
APPLICATION SERVICES - TYLER FORMS PROCESSING	\$4,226.52
CONCURRENT USERS Subscription	\$10,815.00
APPLICATION SERVICES - TYLER CASHIERING	\$2,336.04
APPLICATION SERVICES - CONTRACT MANAGEMENT	\$640.52
APPLICATION SERVICES - PROJECT & GRANT ACCOUNTING	\$1,169.72
Total	\$73,554.72



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Utilities

ITEM #3: Resolution No. 2023-35: Authorizing the Village Manager to Execute and Submit Applications for the Hazard Mitigation Grant Program

SUMMARY: The Public Works and Utilities Departments are requesting authorization for the Village Manager to execute and submit applications for the Hazard Mitigation Grant program on five (5) projects.

The Hazard Mitigation Grant Program is federally funded. The program is administered by the Florida Division of Emergency Management. The process of selecting eligible mitigation projects to be submitted for funding consideration has been delegated to each county's Local Mitigation Strategy Working Groups (LMS). The Notices of Funding Availability for both Hurricane Ian and Hurricane Nicole have recently been made available.

The Utilities Department will be applying for funding on four (4) projects with three (3) related to Hurricane Ian and one (1) related to Hurricane Nicole. The projects are as follows:

Lift Station Emergency Power: Installation of a permanent generator at the Kudza Lift Station, located at 2017 Kudza Drive, West Palm Beach, FL 33416. The project will be completed with the objective of providing a reliable wastewater service that provides longterm protection for residents and property and a successful postdisaster recovery effort. The proposed project has an estimated cost of \$200,000.

Water Treatment Plant Generator: Replacement of the existing backup generator at its Main Water Treatment Plant, located at 360 Davis Road, Palm Springs, FL 33461. The current unit is at the end of its useful life and underpowered for the growing needs of the critical facility. The installation of the new generator and electrical connections will not only increase reliability but also enhance the efficiency and capacity to operate the facility when traditional power is disrupted during an emergency or disaster. The scope of work for this project is the installation of a new and modern 80kw generator, including integration of the unit into the electrical system of the facility. The proposed project has an estimated cost of \$500,000.

Raw Water Well Emergency Power: Providing emergency power for two raw water wells, identified as wells 6 & 7. These wells are located in the Village's Northwestern section, supplying raw water to the Pratt Treatment Plant. The proposed project will connect the two wells, which are adjacent to the Water Treatment Plan (WTP), to the facilities' existing emergency generator. This permanent and hardened connection will be completed by an electrical contractor procured by the Village. The proposed project has an estimated cost of \$530,000.

Generators for Raw Water Wells 12, 13, & 14: Installation of permanent generators at three raw

water wells, identified as wells 12, 13, & 14. These wells are located along Donalde Road, north and south of Purdy Lane, supplying raw water to the Main Water Treatment Plan. The installation of the new generators and electrical connections will not only increase reliability but also enhance the efficiency and capacity to operate the facility when traditional power is disrupted during an emergency or disaster. The scope of work for this project is the installation of new and modern generators, including integration of the units into the electrical system of the facility. The proposed project has an estimated cost of \$450,000.

The Public Works will be applying for funding on one (1) project related to Hurricane Ian. The project is as follows:

Lorene Dr. Flood Protection: Installation of new catch basins, exfiltration trenches, control structure, piping, and restoration of swale grades. The proposed Lorene Drive drainage improvements will discharge into the LWDD L-9 Canal. Lorene Drive has been noted as an Area of Concern for Village personnel. Standing water was observed in the western portion of Lenrene Drive along the road shoulders following minor rainfall events. The proposed project has an estimated cost of \$1,004,841.

All five of the proposed projects are currently listed on the countywide Prioritized Project List (PPL) and are eligible for HMGP requests.

FISCAL IMPACT:

There is no current fiscal impact on the Village.

ATTACHMENTS:

1. Proposed Resolution No. 2023-35 - Authorizing Submittal of HMGP Applications
2. Prioritized Project List - 2023 Spring

RESOLUTION NO. 2023-35

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING AND AUTHORIZING THE VILLAGE MANAGER (OR THEIR DESIGNEE) TO EXECUTE AND SUBMIT THE APPLICATIONS AND ALL NECESSARY DOCUMENTS RELATED TO THE HAZARD MITIGATION GRANT PROGRAM; ~~AND~~ APPROVING THE RECEIPT OF FUNDS; ~~AND~~ PROVIDING FOR CONFLICTS; ~~PROVIDING FOR~~ SEVERABILITY, ; ~~AND~~ ~~PROVIDING FOR~~ AN EFFECTIVE DATE.

WHEREAS, the Village Council deems it to be in the best interests of the Village to approve and authorize the proper Village officials to execute and submit the applications and all necessary documents related to the Hazard Mitigation Grant Program.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, THAT:

SECTION 1. The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the Village Council. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Village Council of the Village of Palm Springs, Florida, hereby approves and authorizes the Village Manager to execute and submit the applications and all necessary documents related to the Hazard Mitigation Grant Program and approves the receipt of funds.

SECTION 3. The appropriate Village officials are authorized and directed to execute the necessary documents to comply with this Resolution.

SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put
to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted
this _____ day of July 27, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY

Prioritized Project List - Palm Beach County - Spring 2023

Rank	Score	Project Number	Agency/Organization	Department / Position	Project Title	Project Type	Expected Timeframe (Years)	Estimated Cost
1	91.83	LMS-386075	City of Boynton Beach	Operations, Deputy Director	Lake Boynton Estates Drainage Improvements	Flood Control/Reduction and Waterway Management	1	\$8,000,000
2	90.83	LMS-638815	City of Boynton Beach	Operations, Deputy Director	Heart of Downtown Boynton Drainage Improvements	Infrastructure (Water/Sewer/Drainage)	1	\$10,000,000
3	89.83	LMS-175874	City of Boynton Beach	Operations, Deputy Director	Chapell Hill Drainage Improvements	Infrastructure (Water/Sewer/Drainage)	1	\$5,000,000
4	88.57	LMS-808821	City of Delray Beach	Public Works, Stormwater Administrator	Marine Way Seawall Improvements	Flood Control/Reduction and Waterway Management	2	\$2,250,000
5	88	LMS-763619	Village of Palm Springs	PZB, Assistant Village Manager	Generators for Raw Water Wells 12, 13 & 14	Infrastructure (Water/Sewer/Drainage)	2	\$450,000
6	88	LMS-062731	Town of Palm Beach Shores	Building Department, Code Officer	Palm Beach Shores Underground Utilities Project	Infrastructure	1	\$774,920
7	87.57	LMS-616588	City of Delray Beach	Public Works, Stormwater Administrator	Tropic Isle Roadway and Underground Utilities Improvement	Infrastructure	3	\$36,300,000
8	87.28	LMS-206661	City of Delray Beach	Public Works, Stormwater Administrator	Thomas Street Pump Station	Flood Control/Reduction and Waterway Management	1	\$7,000,000
9	87	LMS-947985	City of Delray Beach	Public Works, Stormwater Administrator	Marine Way Roadway and Drainage Improvements	Infrastructure	1	\$14,000,000
10	81.1667	LMS-528345*	City of Boynton Beach	CRA, Assistant Director	Boynton Harbor Marina Seawall Replacement	Beach/Seawall	1	\$4,500,000
11	80	LMS-689971	Northern Palm Beach County Improvement District	Improvement District, Director of Operations	Pump Station Emergency Power	Infrastructure (Water/Sewer/Drainage)	2	\$2,450,000
12	78.67	LMS-369285	West Palm Beach	Development Services, Management Analyst	West Palm Beach Fire Station # 5 / Emergency Operations Center Hurricane Hardening and Wind Retrofit	Infrastructure (Building)	2	\$3,200,000
13	78.6667	LMS-348741*	Northern Palm Beach County Improvement District	Improvement District, Director of Operations	Administration Building and Emergency Operations Center Hardening	Continuity of Operations/Government	1	\$200,000
14	78.33	LMS-388986	West Palm Beach	Development Services, Management Analyst	West Palm Beach Fire Station #1 Hurricane Hardening & Wind Retrofit	Infrastructure (Building)	3	\$1,000,000
15	78	LMS-938543	West Palm Beach	Development Services, Management Analyst	West Palm Beach Fire Station #6 Hurricane Hardening and Wind Retrofit	Infrastructure (Building)	2	\$600,000
16	77.67	LMS-519589	West Palm Beach	Development Services, Management Analyst	West Palm Beach Police Department Headquarters Building Hurricane Hardening and Wind Retrofit	Infrastructure (Building)	2	\$5,500,000
17	77.14	LMS-075294	City of Riviera Beach	Utilities District, Assistant Executive Director	North Filter Building Hurricane Hardening	Infrastructure (Water/Sewer/Drainage)	1	\$400,000
18	76.86	LMS-220415	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Stormwater and Wastewater System Resilience: D-8 Pump Station / E-5 Lift Station Elevation	Infrastructure (Water/Sewer/Drainage)	1	\$1,336,423
19	76.43	LMS-344736	City of Lake Worth Beach	Utilities, Assistant Water Utilities Director	South Palm Park Drainage Resiliency Improvements	Flood Control/Reduction and Waterway Management	1	\$600,000
20	76.25	LMS-067871	City of Riviera Beach	Utility District, Assistant Executive Director	Water Treatment Plant Generator Improvement Project	Infrastructure (Water/Sewer/Drainage)	1	\$2,350,000
21	76	LMS-070978*	Town of Briny Breezes	Administration, Town Manager	Town-wide Stormwater Master Drainage Plan	Flood Control/Reduction and Waterway Management	2	\$3,579,000
22	75.29	LMS-651175	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Wastewater System Resilience: A-5 Lift Station Elevation	Infrastructure (Water/Sewer/Drainage)	3	\$1,033,000
23	74.8333	LMS-644455*	Village of Palm Springs	Village Manager, Assistant Village Manager	Water Treatment Plant Generator	Infrastructure (Water/Sewer/Drainage)	2	\$500,000
24	74.83	LMS-036085	City of Delray Beach	Public Works, Stormwater Administrator	Tidal Check Valve Improvement Project - Phase 2	Flood Control/Reduction and Waterway Management	2	\$750,000
25	74.67	LMS-828881	City of Delray Beach	Public Works, Stormwater Administrator	Seawall Improvements - NE 1st Ct., NE 2nd St., NE 5th St., Bucida and Spanish Circle	Flood Control/Reduction and Waterway Management	2	\$1,200,000
26	74.57	LMS-445634	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Stormwater System Resilience: D-12 Pump Station Floodproofing	Infrastructure (Water/Sewer/Drainage)	2	\$910,000
27	74.57	LMS-358148	Town of South Palm Beach	Administration, Town Manager	Town Hall Hardening and Preparedness Enhancements	Infrastructure (Building)	1	\$757,245
28	74.5	LMS-453818*	Village of Palm Springs	Village Manager, Assistant Village Manager	Lift Station Emergency Power	Infrastructure (Water/Sewer/Drainage)	1	\$200,000

Prioritized Project List - Palm Beach County - Spring 2023

Rank	Score	Project Number	Agency/Organization	Department / Position	Project Title	Project Type	Expected Timeframe (Years)	Estimated Cost
29	74.33	LMS-293394	City of Delray Beach	Public Works, Stormwater Administrator	Tidal Check Valve Improvement Project - Phase 3	Flood Control/Reduction and Waterway Management	2	\$750,000
30	74.33	LMS-224397	City of Delray Beach	Public Works, Stormwater Administrator	Tidal Check Valve Improvement Project - Phase 4	Flood Control/Reduction and Waterway Management	2	\$750,000
31	74.1667	LMS-601753*	West Palm Beach	Development Services, Management Analyst	N. Flagler Drive Waterfront Improvements	Beach/Seawall	1	\$18,800,000
32	73.1667	LMS-389398*	Village of North Palm Beach	Public Works, Director	EOC Emergency Power	Continuity of Operations/Government	1	\$800,000
33	73	LMS-242928	Village of Palm Springs	Village Manager, Assistant Village Manager	Davis Road North Basin Stormwater Improvements	Infrastructure (Water/Sewer/Drainage)	3	\$976,752
34	72.33	LMS-742079	West Palm Beach	Development Services, Management Analyst	West Palm Beach Fire Station No. 9 Hurricane Hardening and Wind Retrofit	Infrastructure (Building)	2	\$2,000,000
35	72.33	LMS-527103	West Palm Beach	Sustainability, Manager	Segment #3 - S. Flagler Waterfront Improvements – North of Bristol Condo	Beach/Seawall	1	\$1,500,000
36	72.29	LMS-340906	Town of Jupiter	Utilities Services, Manager	Water Treatment Plant Hardened Server Rm/Training Facility and Server Room	Infrastructure (Building)	1	\$652,795
37	71.83	LMS-591558*	West Palm Beach	Development Services, Management Analyst	Downtown Lakeview Ave Waterfront Improvements	Beach/Seawall	1	\$2,100,000
38	71.50	LMS-093588*	West Palm Beach	Development Services, Management Analyst	Palm Harbor Marina Waterfront Improvements	Beach/Seawall	1	\$950,000
39	70.33	LMS-507434*	South Florida Water Management District	District Resiliency, Plan Coordinator	Corbett Levee Culverts	Flood Control/Reduction and Waterway Management	1	\$25,000,000
40	69.00	LMS-641439	City of Riviera Beach	Fire Department, Assistant Chief	Ocean Rescue Station Hardening	Mitigation	2	\$1,000,000
41	68.83	LMS-429521*	Village of Wellington	Emergency Management & Public Safety, Director	Lift Station Emergency Power	Infrastructure (Water/Sewer/Drainage)	1	\$400,000
42	68.83	LMS-719052	City of Riviera Beach	Utilities District, Assistant Executive Director	Lift Station Panel Upgrades	Infrastructure (Water/Sewer/Drainage)	3	\$900,000
43	68.71	LMS-201591	Village of Wellington	Emergency Management & Public Safety, Director	Neighborhood Flood Control Improvements	Flood Control/Reduction and Waterway Management	1	\$3,052,838
44	68.50	LMS-068182*	Village of Wellington	Emergency Management & Public Safety, Director	WTP Control Facility Emergency Power	Infrastructure (Water/Sewer/Drainage)	1	\$450,000
45	68.43	LMS-086839	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Stormwater System Resilience: D-17 Pump Station Elevation	Infrastructure (Water/Sewer/Drainage)	2	\$760,000
46	67.85	LMS-006525	City of Riviera Beach	Utilities District, Assistant Executive Director	Riviera Beach Wellfield Resiliency Upgrades	Infrastructure (Water/Sewer/Drainage)	2	\$4,200,000
47	67.83	LMS-180784	West Palm Beach	District Resiliency, Plan Coordinator	Segment #2 - S. Flagler Waterfront Improvements – Pershing Way to Chadbourne Ct	Beach/Seawall	1	\$21,475,000
48	67.67	LMS-086947	City of Riviera Beach	Utilities District, Assistant Executive Director	Raw Water Well Panel Upgrades	Infrastructure (Water/Sewer/Drainage)	3	\$900,000
49	67.57	LMS-998321	Baptist Health South Florida	Construction Management, Director	Baptist Health South Florida - Bethesda Hospital East Wind Retrofit	Shuttering and Wind Proofing	2	\$6,000,000
50	67.43	LMS-626499	Town of Lantana	Town Manager	N. Atlantic Drive Drainage Improvements	Flood Control/Reduction and Waterway Management	2	\$518,000
51	67.43	LMS-622298	Village of Royal Palm Beach	Engineering, Project Engineer	Bridge Slope Stabilization and Canal Dredging, Phase II	Flood Control/Reduction and Waterway Management	3	\$2,600,000
52	67.28	LMS-293258	Town of Lantana	Town Manager	Beach curve/Barefoot Ln. Drainage Improvement	Flood Control/Reduction and Waterway Management	3	\$400,000
53	67.17	LMS-508456*	Village of Palm Springs	Village Manager, Assistant Village Manager	Raw Water Well Emergency Power	Infrastructure (Water/Sewer/Drainage)	2	\$530,000
54	67.14	LMS-645026	City of Palm Beach Gardens	Engineering/Construction Department, COO	PGA WWTP Emergency Generator Upgrade Project	Infrastructure (Water/Sewer/Drainage)	3	\$1,890,000
55	66.67	LMS-210734*	City of Riviera Beach	Fire Department, Assistant Chief	Fire Station No. 89 Hurricane Hardening	Shuttering and Wind Proofing	3	\$1,346,100
56	66.43	LMS-497863	City of Delray Beach	Public Works, Stormwater Administrator	Standby Lakeview Stormwater Pipe Improvements	Flood Control/Reduction and Waterway Management	2	\$500,000

Prioritized Project List - Palm Beach County - Spring 2023

Rank	Score	Project Number	Agency/Organization	Department / Position	Project Title	Project Type	Expected Timeframe (Years)	Estimated Cost
57	66.43	LMS-252086	Village of Royal Palm Beach	Engineering, Project Engineer	Canal Bank Tree Removal	Flood Control/Reduction and Waterway Management	1	\$200,000
58	66.33	LMS-049082	Village of Wellington	Emergency Management & Public Safety, Director	PBSO Substation Hardening	Infrastructure (Building)	2	\$2,140,905
59	66.00	LMS-997272	City of Palm Beach Gardens	Engineering/Construction Department, COO	Lift Station 21 Hardening and Resiliency Improvements Project	Infrastructure (Water/Sewer/Drainage)	2	\$630,000
60	65.14	LMS-524174	Town of Lantana	Town Manager	S. Lakeside Place Drainage Improvements	Infrastructure (Water/Sewer/Drainage)	5+	\$250,000
61	64.17	LMS-056389*	South Florida Water Management District	District Resiliency, Plan Coordinator	JW Corbett Wildlife Management Area Hydrologic Restoration and Levee Resiliency	Flood Control/Reduction and Waterway Management	1	\$13,000,000
62	64.00	LMS-366124	Town of Lantana	Town Manager	Operations Center Roof Replacement	Continuity of Operations/Government	2	\$100,000
63	64.00	LMS-316303	City of Palm Beach Gardens	Engineering/Construction Department, COO	Lift Station Telemetry Improvements Project	Mechanical Maintenance/Improvement	3	\$4,851,000
64	63.85	LMS-419883	City of Palm Beach Gardens	Engineering/Construction Department, COO	Lift Station 20 Hardening and Resiliency Improvements	Infrastructure (Water/Sewer/Drainage)	2	\$630,000
65	63.33	LMS-478886	City of Riviera Beach	Utilities District, Assistant Executive Director	3 Dry Can Lift Station Replacements	Infrastructure (Water/Sewer/Drainage)	3	\$2,969,408
66	63.00	LMS-137646	Town of Lantana	Town Manager	N. Lake Drive Drainage Improvements	Flood Control/Reduction and Waterway Management	2	\$400,000
67	62.86	LMS-261577	Town of Juno Beach	Risk Management/ Project Coordinator	Juno Ocean Walk Drainage Project	Mitigation	1	\$70,000
68	62.33	LMS-268466*	Village of Palm Springs	Village Manager, Assistant Village Manager	Lorene Dr. Flood Protection	Infrastructure (Water/Sewer/Drainage)	2	\$1,004,841
69	61.71	LMS-397259	City of Riviera Beach	Utilities District, Assistant Executive Director	Comprehensive Lift Station Rehabilitation	Infrastructure (Water/Sewer/Drainage)	2	\$4,400,000
70	61.71	LMS-122805	City of Palm Beach Gardens	Engineering/Construction Department, COO	Lift Station 1 Hardening and Resiliency Improvements Project	Infrastructure (Water/Sewer/Drainage)	2	\$756,000
71	60.71	LMS-788074	Town of Lantana	Town Manager	Euclid Path outfall improvements	Infrastructure (Water/Sewer/Drainage)	2	\$250,000
72	60.57	LMS-413066	Palm Beach Gardens Regional Utility	Engineering/Construction Department, COO	Lift Station 2 Hardening and Resiliency Improvements Project	Infrastructure (Water/Sewer/Drainage)	2	\$756,000
73	60.17	LMS-076355	West Palm Beach	Sustainability, Manager	Segment #5 - S. Flagler Dr Waterfront Improvements - Russlyn to Greenwood Dr	Beach/Seawall	1	\$21,500,000
74	60.17	LMS-378014*	West Palm Beach	Public Works, Director	Public Works Operations Building Hardening	Mitigation	2	\$2,365,950
75	60.00	LMS-672084	South Florida Water Management District	District Resiliency, Plan Coordinator	Corbet Levee	Flood Control/Reduction and Waterway Management	1	\$8,800,000
76	59.50	LMS-331532	West Palm Beach	Sustainability, Manager	Segment #1 - S. Flagler Waterfront Improvements - Monceaux/Avila to Pershing Way	Beach/Seawall	1	\$7,125,000
77	59.33	LMS-703317	Town of Juno Beach	Risk Management/ Project Coordinator	Emergency Generator Replacement	Infrastructure (Building)	3	\$200,000
78	59.17	LMS-445434	West Palm Beach	Sustainability, Manager	Segment #6 - S. Flagler Waterfront Improvements - Linda Lane to Russlyn Dr	Beach/Seawall	1	\$12,000,000
79	59.00	LMS-298956	Town of South Palm Beach	Administration, Town Manager	Master Lift Station Hardening	Infrastructure (Water/Sewer/Drainage)	2	\$912,000
80	58.83	LMS-134254	Village of Wellington	Emergency Management & Public Safety, Director	Water Treatment Plant Emergency Power	Mitigation	1	\$2,500,000
81	58.50	LMS-398292	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Palm Beach Utility Undergrounding Phase 8	Infrastructure	2	\$12,000,000
82	58.50	LMS-925187	West Palm Beach	Sustainability, Manager	Segment #4 - S. Flagler Waterfront Improvements - Summa St to Linda Lane	Beach/Seawall	1	\$25,000,000
83	57.14	LMS-900137	City of Palm Beach Gardens	Engineering/Construction Department, COO	City Hall, Police, Fire Station Wind Retrofit	Shuttering and Wind Proofing	1	\$600,000
84	55.33	LMS-765557	Northern Palm Beach County Improvement District	Improvement District, Director of Operations	Unit 5 Stormwater	Infrastructure (Water/Sewer/Drainage)	1	\$2,840,000

Prioritized Project List - Palm Beach County - Spring 2023

Rank	Score	Project Number	Agency/Organization	Department / Position	Project Title	Project Type	Expected Timeframe (Years)	Estimated Cost
85	53.00	LMS-868474	City of Riviera Beach	Public Works, City Engineer	6th and 7th Street and Avenue N Stormwater	Infrastructure (Water/Sewer/Drainage)	3	\$4,327,096
86	52.14	LMS-551924	Town of Palm Beach	Coastal Protection, Coastal Coordinator	Coastal Flood Vulnerability Assessment Update and Priority Planning	Planning	1	\$210,000
87	52.00	LMS-841542	West Palm Beach	Public Works, Director	Public Works Complex Buildings Hardening	Mitigation	3	\$9,136,388
88	51.86	LMS-009925	City of Delray Beach	Public Works, Stormwater Administrator	Standby Generators for Critical Facilities	Continuity of Operations/Government	1	\$300,000
89	51.57	LMS-672129	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	Corbett Levee	Flood Control/Reduction and Waterway Management	1	\$5,700,000
90	51.33	LMS-397389	Northern Palm Beach County Improvement District	Improvement District, Director of Operations	Unit 20 Juno Isles	Flood Control/Reduction and Waterway Management	1	\$1,620,000
91	50.57	LMS-000743	Village of Royal Palm Beach	Engineering, Project Engineer	La Mancha Underdrain	Infrastructure (Water/Sewer/Drainage)	1	\$1,932,001
92	48.86	LMS-067687	Town of South Palm Beach	Administration, Town Manager	Powerline Undergrounding Project	Mitigation	2	\$2,125,000
93	48.17	LMS-326031	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	40th Street Drainage	Infrastructure (Water/Sewer/Drainage)	2	\$3,000,000
94	47.50	LMS-834112	Village of Wellington	Emergency Management & Public Safety, Director	Pump Station #5	Infrastructure (Water/Sewer/Drainage)	2	\$2,400,000
95	47.00	LMS-617223	Village of Wellington	Emergency Management & Public Safety, Director	Lift Station Emergency Power-Phase II	Infrastructure (Water/Sewer/Drainage)	1	\$790,000
96	47.00	LMS-002675	Town of Hypoluxo	Town Clerk, Deputy	Town Hall Hardening	Shuttering and Wind Proofing	1	\$450,000
97	45.67	LMS-831926	City of Riviera Beach	Fire Department, Assistant Chief	Fire Station No. 86 Hurricane Hardening	Shuttering and Wind Proofing	3	\$500,000
98	45.14	LMS-030177	Village of Palm Springs	Village Manager, Assistant Village Manager	Police Department Hardening	Infrastructure (Building)	1	\$1,363,044
99	41.86	LMS-857722	City of Riviera Beach	Utilities District, Assistant Executive Director	South Chemical Building Hardening	Infrastructure (Building)	1	\$75,000
100	41.57	LMS-675494	Palm Beach County	Facilities Development & Operations, Division Director	PBC FDO OSC Full Building Power Generator	Continuity of Operations/Government	1	\$1,400,000
101	40.14	LMS-813848	Village of Wellington	Emergency Management & Public Safety, Director	Wellington Community Center Hardening	Infrastructure (Building)	1	\$539,522
102	39.14	LMS-875296	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	Santa Rosa Groves Pump Station	Infrastructure (Water/Sewer/Drainage)	2	\$739,529
103	36.29	LMS-928468	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	Outfall Canal Control Structure	Flood Control/Reduction and Waterway Management	2	\$400,000
104	33.71	LMS-724894	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	M-2 Impoundment	Infrastructure (Water/Sewer/Drainage)	1	\$205,126
105	32.83	LMS-852572	Indian Trail Improvement District	Operations & Maintenance Department/Chief Construction Officer	M-1 Inverted Siphon	Infrastructure (Water/Sewer/Drainage)	1	\$1,751,400
106	31.00	LMS-148549	Village of Wellington	Emergency Management & Public Safety, Director	South Shore/Pierson Rd. Improvements	Infrastructure (Roadway)	2	\$3,530,000

Total Estimated Cost

\$386,787,283

Total Estimated Cost compared to previous

\$66,381,487



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Planning, Zoning & Building

ITEM #4: Approve Professional Services Contract - Request for Proposal (RFP No.2023R-002) - Planning, Zoning and Building Department - Plan Review Services

SUMMARY: The Planning, Zoning, and Building Department requested proposals from qualified, licensed, and experienced companies to establish a contract for Plan Review Services. The work consists of providing plan review services for various trades and disciplines. The company will provide building, plumbing, electrical, mechanical, gas, and structural plan review services as outlined in the Florida Building Code.

The Village issued a Request for Proposals (RFP) to find the best professional company. This process was conducted under Section 58-5 of the Village Code, Competitive Selection Purchase Requirement - Plan Review Services (RFP No. 2023R-002 - April 27, 2023).

There were bid proposals received from four (4) vendors:

<u>Vendor</u>	<u>Total Bid</u>
Universal Engineering Sciences	Review and process construction plans for obtaining building permits - 90/hour Review and process construction plans by the next working day for obtaining building permit - 135/hour Review and process construction plans for Natural Disaster Services for obtaining building permits -135/hour
CAP Government Inc.	Review and process construction plans for obtaining building permits - 95/hour Review and process construction plans by the next working day for obtaining building permit - 110/hour Review and process construction plans for Natural Disaster Services for obtaining building permits -115/hour
Nader Goubran Architect LLC	Review and process construction plans for obtaining building permits - 250/hour Review and process construction plans by the next working day to obtain a building permit - 350/hour Review and process construction plans for Natural Disaster Services for obtaining building permits -250/hour

Sunshine Inspections LLC	Review and process construction plans for obtaining building permits - 85/hour Review and process construction plans by the next working day for obtaining building permit - 90/hour Review and process construction plans for Natural Disaster Services for obtaining building permits -100/hour
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The Village Manager appointed Plan Review Services Selection Committee members. The Selection Committee included representatives from Code Enforcement, Finance, Utilities, Parks and Recreation, and Planning, Zoning & Building. The Selection Committee reviewed each proposal on June 30, 2023. Each submission was evaluated and scored according to the following:

- Qualifications of the Team
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel, Availability, and Commitment
- Fees for Professional Services
- Reference

Based on the collective scoring of the proposal packages, the Committee recommended Sunshine Inspections LLC. In response, the Village Attorney prepared a proposal for plan review services. The Planning, Zoning, and Building Director reviewed the proposals and requested council approval for ongoing contractual services.

The Village would accept Sunshine Inspections LLC conditionally, based on the RFP package and the proposed agreement. The Village will not exceed the amount approved in the budget as it may be amended and adopted each year.

FISCAL IMPACT:

Funding to support the proposed services is available within the FY 2023 Budget - General Fund - PZB.

ATTACHMENTS:

1. RFP 2023R-002 Bid Package
2. Sunshine Building Inspection LLC RFP Submitted Package
3. Employee Committee Members
4. Professional Services Agreement- Sunshine Inspections LLC
5. Final Scoring Sheet

REQUEST FOR PROPOSALS
FOR
PLAN REVIEW SERVICES

RFP 2023R-002 PLAN REVIEW SERVICES

RFP DEADLINE: MAY 23, 2023, AT 2:00 P.M. LOCAL TIME



VILLAGE OF PALM SPRINGS

226 CYPRESS LANE

PALM SPRINGS, FL 33461

(561) 584-8200

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VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

REQUEST FOR PROPOSAL

The Village of Palm Springs, Florida is seeking proposals from interested and qualified firms to provide plan review services for various trades and disciplines.

Request for Proposals documents are available beginning **April 27, 2023**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Those interested in providing these services are instructed to submit a response electronically via DemandStar. Proposers also have the option of submitting **one (1) unbound original, and one (1) complete copy of the response to the Village Clerk at the time and date specified.**

It is the responsibility of the Proposer to ensure that all pages are included in the submission. All proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2023R-002, Plan Review Services"** and must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Tuesday, May 23, 2023, at 2:00 p.m. local time.** Late Proposals will not be accepted, whether by mail or otherwise. Proposals will be returned to the sender unopened. Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Theresa L. Gonzalez, Procurement Specialist, procurement@vpsfl.org.

A virtual pre-bid conference will be held at **9:30 a.m.** local time on **Thursday, May 4, 2023**, via GoToMeeting. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – May 4, 2023, at 9:30 a.m.

Participants can join on the computer or mobile app (Microsoft Teams)

- **Registration:** <https://events.gcc.teams.microsoft.com/event/317a6486-73cc-4dde-8298-8cac428dfbd5@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- **Meeting ID#:** 275 131 025 182

Bid Opening – May 23, 2023, at 2:30 p.m.

- **Registration:** <https://events.gcc.teams.microsoft.com/event/7cda3046-e9fb-45c9-99c1-733d24043783@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- **Meeting ID#:** 243 978 629 87

Deadline to Submit Questions: Questions must be submitted in writing to the Procurement Specialist, Theresa L. Gonzalez at procurement@vpsfl.org no later than the deadline on **Thursday, May 11, 2023, at 4:00 p.m.**

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After receiving all proposals, a public meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The public meeting will be held at Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

The Village reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village.

Village of Palm Springs

Publish: DemandStar, Lake Worth Herald, and Village of Palm Springs website

April 27, 2023

+ + END OF ADVERTISEMENT FOR BIDS + +

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GENERAL TERMS AND CONDITIONS

1. CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Proposers and/or Proposers on Village Solicitations, the Village's professional staff, and the Village Council members.

2. ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Proposal or Proposal a signed "Acknowledgment of Addenda" form when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Proposal Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF PROPOSAL

Prior to the scheduled Proposal opening a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after the Proposal has been opened.

5. WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Proposal opening date may withdraw a Proposal. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

6. CONFLICTS WITHIN THE PROPOSAL SOLICITATION

In the event of a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Proposal Certification Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Certification Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Proposer upon receipt and acceptance of

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the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice for goods or services other than construction services. The payment due date for construction services is governed by Section 218.735, Florida Statutes. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal signature page of the Solicitation.

9. PREPARATION OF PROPOSALS

- (a) The Proposal forms define requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposer's offer. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- (b) An authorized agent of the Proposer's firm must sign the Proposal submittal form. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- (c) The Proposer may be considered non-responsive if Proposals are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- (d) The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal submittal marked "Alternate Proposal".
- (e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- (f) Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF PROPOSAL SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Proposal when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- (a) The contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Proposal Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.

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- (b) The Village reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- (c) The Village reserves the right to negotiate prices with the responsive and responsible low Proposer, provided that the scope of work of this Solicitation remains the same.
- (d) The Proposer's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Proposal received for this Proposal Solicitation.
- (e) The Proposal Solicitation, any addenda and/or properly executed modifications, the Proposer's response, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- (f) Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Proposal Solicitation.
- (g) The Village reserves the right to request and evaluate additional information from any Proposer after the submission deadline as the Village deems necessary.
- (h) Following award of the contract, the contract documents shall consist of this ITB, together with all attachments and addenda thereto, and the successful Proposer's response, including all attachments thereto.

12. CONTRACT EXTENSION

The Village reserves the right to extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Proposal Solicitation. All goods furnished shall be fully guaranteed by the awarded Proposer against factory defects and workmanship. At no expense to the Village, the awarded Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Proposer that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

15. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Proposer, continue until completion at the same prices, terms, and conditions.

16. PROPOSAL PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

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17. LICENSES, PERMITS AND FEES

The awarded Proposer(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Proposer.

18. SUBCONTRACTING

Unless otherwise specified in this Proposal Solicitation, the successful Proposer shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

19. ASSIGNMENTS

The awarded Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

20. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Proposer shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Proposer to remove any employee it deems unacceptable. All employees of the awarded Proposer shall wear proper identification.

It is the awarded Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Proposer.

21. INDEMNIFICATION

The awarded Proposer shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the awarded Proposer or its employees, agents, servants, partners, principals, or subcontractors. The awarded Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the contract agreement or otherwise provided by the awarded Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

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22. COLLUSION

A Proposer recommended for award as the result of a competitive Request for Proposal for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Proposer is not related to any of the other parties submitting in the competitive Request for Proposal or identifying all related parties, as defined in this Section, which RFP in the Request for Proposal; and attesting that the Proposer's RFP is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham RFP, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Request for Proposal, its RFP shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

23. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate. In accordance with Section 58-18 of the Purchasing code, modification of contract or change order shall be subject to prior approval by the Village

24. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

25. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Proposer to submit to an audit by an auditor of the Village's choosing at the awarded Proposer's expense. The awarded Proposer shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Proposer shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

26. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

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27. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Proposal Solicitation.

28. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

29. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The Village will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

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- (a) Use of information only for performing services required by the contract or as required by law.
- (b) Use of appropriate safeguards to prevent non-permitted disclosures.
- (c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
- (d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.
- (e) Making Protected Health Information (PHI) available to the customer.
- (f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- (g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- (h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

31. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

32. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Additional federal standards and regulations may apply depending on the nature of the contract and the funding source. These will be specified within the Solicitation.

33. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference. Additional federal standards and regulations may apply depending on the nature of the contract and the funding source. These will be specified within the Solicitation.

34. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

35. NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Village and/or successful vendor.

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36. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of this contract, the awarded Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Proposer further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

37. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Proposer for the department's specific purchases.

38. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

39. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Proposer.

40. MINIMUM WAGE REQUIREMENTS

The awarded Proposer shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, the Florida Minimum Wage Act, §448.110, Florida Statutes, and the provisions of any other wages laws, as may be applicable to this Contract.

41. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Proposer(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Proposer, another contract vendor, or a non-contract vendor. The awarded Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida

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Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

42. CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Invitation to Proposal and may be grounds for further disqualification from participating in any future Proposals with the Village.

43. OTHER GOVERNMENTAL AGENCIES

If a Proposer is awarded a contract as a result of this ITB, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

44. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Proposer(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Proposer. In these cases, the awarded Proposer shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

45. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Proposer(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Proposer and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Proposer for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

46. CORRECTING DEFECTS

The awarded Proposer shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Proposer of such deficiency in writing. If the awarded Proposer fails to correct the defect the Village may (a) place the awarded Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Proposer for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

47. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-

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mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Proposer. Barricades shall be provided by the awarded Proposer when work is performed in areas traversed by persons, or when deemed necessary by the Village.

48. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

49. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Proposer at the Proposer's expense and the contract cancelled; or (2) the Village may require the awarded Proposer to replace the materials at the Proposer's expense.

50. TAXES

The Village is exempt from payment of Florida State Sales and Use Tax. Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Proposer authorized to use the Village's Tax Exemption Number in securing such materials. Proposer shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the contract.

51. PROPOSER'S COSTS

The Village shall not be liable for any costs incurred by Proposers in responding to this Invitation to Proposal.

52. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Proposer wishes to substitute personnel, the awarded Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

53. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

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54. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

55. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

56. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.

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SPECIAL CONDITIONS

57. PURPOSE

The purpose of this Solicitation is to obtain proposals from Proposers to plan review services for various trades and disciplines, in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

58. TERM OF CONTRACT

The Agreement shall commence on the date of the duly executed Agreement and shall remain in effect for period of three (3) years, contingent upon the completion and submittal of all required RFP documents.

59. OPTIONS TO RENEW

Upon mutual agreement of the Village Council and the successful Proposer, the Agreement may be two (2) renewal option of one (1) year.

60. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

61. INSURANCE

The awarded Proposer shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Proposer must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured, and include a waiver of subrogation, and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

Unless otherwise specified by the Village, The Proposer shall provide insurance coverage as follows:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
- (e) Professional Liability in an amount of not less than \$1,000,000 per claim.

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If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

62. CERTIFICATIONS

Any Proposer that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Proposer to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Proposer's offer; provided, however, that the Village may at its option and in its best interest allow the Proposer to supply the subcontractor(s) certificate to the Village during the evaluation period.

63. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Proposer shall submit an invoice to the Village for progress payments for work that has been completed and has been reviewed and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via method of check or Electronic Funds Transfer. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Proposer.

64. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Proposer or required in the technical specifications, the awarded Proposer shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Proposer is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Proposer does not constitute a waiver of these warranty provisions.

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65. PATENTS AND ROYALTIES

The awarded Proposer, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Proposer. The awarded Proposer has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Proposer or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Proposer may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

66. RELEASE OF CLAIM REQUIRED

The awarded Proposer must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Proposer. In the event such affidavits cannot be furnished, the awarded Proposer may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Proposer fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

67. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Proposer fails to identify any and all sub- contractors in the Proposal, the Proposer may be allowed to submit this documentation during the Proposal evaluation period, if such action is in the best interest of the Village.

68. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Proposer's forms or documents.

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69. UNUSUAL CHANGES OR COSTS

The Proposer may petition the Village at any time during the term of this Agreement for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Proposer's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the Village Manager, to support the need for the rate adjustment. The Village may request from the Proposer, and the Proposer shall provide, such further information as may be reasonably necessary in making its determination. Upon receipt of the necessary information, the request for rate adjustment shall be placed on the Village Council's agenda for action.

70. TERMINATION

The Village shall have the right to terminate this Agreement by virtue of a default hereunder by the Proposer. Should the Proposer default on any of its material obligations as set forth herein, then the Village shall notify the Proposer in writing of such default, whereupon the Proposer shall make every reasonable effort to correct the default. If the Proposer refuses or is unable to correct the default within thirty (30) days of written notification, the Village may then give the Proposer sixty (60) days written notice of cancellation. Should the Proposer fail to make payments to the Village as required herein, the Village shall have the right to terminate this Agreement, immediately.

71. COMPLIANCE WITH LAWS AND ORDINANCES

The Proposer will comply with all standing Federal laws and all Ordinances of the Village in the performance of the duties contemplated by this Agreement.

72. ACCESS AND AUDITS

The Proposer shall maintain within Palm Beach County adequate records of the services during the entire term of the contract and for two years thereafter. The Contract Administrator shall have the right to review all records maintained by the Proposer upon 24 hours written notice.

73. NOTICE

Written notice as provided for herein shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village of Palm Springs
Attn: Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461

74. DELAY – NOT A WAIVER

No delay by the Village in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by the Village of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

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GENERAL INFORMATION AND PURPOSE

PURPOSE

The Village of Palm Springs is seeking proposals from qualified proposers to provide **PLAN REVIEW SERVICES** in accordance with the terms, conditions, and specifications in this Request for Proposal (RFP). The Village is seeking proposals from interested and qualified firms to provide plan review services for various trades and disciplines.

BACKGROUND

Established in 1957, the Village offers a small-Village feel with an incredible sense of community within one of the state's largest urban environments. The Village of Palm Springs has a current population of 26,904 residents, which ranks us as the 12th largest city in Palm Beach County. Our focus is to continue to be a vibrant community filled with neighborhoods that fosters a "small town feel" that values our various cultures as well as our natural environment.

SCOPE OF SERVICES

The Village of Palm Springs, Florida (referred to as the Village) seeks the submittal of proposals from qualified, licensed and experienced companies to establish a contract for Plan Review Services. The work consists of providing plan review services for various trades and disciplines. The selected company will provide building, plumbing, electrical, mechanical, gas, and structural plans review services as outlined in the Florida Building code, and as referenced herein.

The selected company shall provide code compliance services to enforce the Florida Building Code in accordance with the scope of work and all technical specifications herein. Proposing firms shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes.

Members of the Building Division workforce are highly visible representatives of the Village and therefore must be experienced and knowledgeable in all aspects of the Florida Building Code. They must also be capable and comfortable dealing with members of the public who are unfamiliar with building code technicalities and terminology, as well as with Village staff and builders, contractors, inspectors, etc. on a daily basis.

The selected company shall provide its firms organizational background. The selected company shall provide a description of the firm's experience in providing similar work and a list of three (3) most recent references for which the Proposer has provided services (government agency references are preferred) and include a brief description of the services performed for each. The selected company must disclose any relevant information that the company believes demonstrates its qualification for the project and/or distinguishes the firm's proposal from other proposals.

The Firm shall be responsible for providing a qualified plans examiner, with a minimum of 5 (five) years' experience in the construction industry, who will enforce the current Florida Building Code and Village Code of Ordinances. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development, and all residential and non-residential additions/re-models for compliance with codes

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The selected company shall work with the Village during post disaster (natural or man-made) times in restoring Plan Review Services pursuant to the Florida Building Code and executive orders of the Governor.

Absent exigent circumstances, responses to public inquiries shall be made within twenty-four (24) hours of receipt by any of the Planning, Zoning, and Building's staff. Plan reviews shall be performed within five (5) business days of receipt/notification by the Village's Planning, Zoning, and Building Department.

Workloads for the Plans Examiner will vary based on need. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply within twenty-four (24) hours. The Village averages approximately 80 hours of plans examination a month.

Customer appointments shall be promptly attended as per pre-scheduled times. Firm employees, including but not limited to Plans Examiner, shall maintain all necessary licensure and certifications required to perform under this contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Village. All sketches, tracings, drawing, computation details, designs, calculations, work papers and other documents and plans (etc.) that result from the firm providing services shall be the property of the Village. All records and information will require input in the Village's record-keeping system(s).

The selected company shall assign a person to Village's project and the expectations are that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established. Disclose any relevant information that the firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.

The Firm shall coordinate activities with the Village's Planning, Zoning, and Building Department Staff and County Fire Department Staff. The Firm shall review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. The Firm shall maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating as related to the National Flood Insurance Program (NFIP).

Other duties include providing, in the near future, an electronic plan review submittal and markup management system.

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RFP PROCESS

Request for Proposal

Request for Proposals documents are available beginning **April 20, 2023**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Schedule of Events

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	04/27/2023	N/A
Deadline for Written Questions	05/11/2023	4:00 P.M.
Final Date for Addendum	05/18/2023	4:00 P.M.
Due Date	05/23/2023	2:00 P.M.
Consideration/Award by Village Council	07/13/2023	6:30 P.M.

Award of the Contract by Village Council

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

Evaluation and Scoring

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm. In the event there is only one responsive responsible response a selection committee shall not be required to be appointed.

The Evaluation Criteria is made up of the categories below that collectively represent a Total Point Value of 100 points, as described herein. The points indicated below as "Potential Points" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

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1. **Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the firm, including key personnel. This includes certification of staff, relevant knowledge, and experience on similar projects that will translate into the successful execution of the project.
2. **Experience and Expertise:** Teams will be evaluated based on their experience on similar projects, experience working with government agencies, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, problems encountered, and the means to solve them.
3. **Firm Location, Project Delivery, and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured. Include a detailed time schedule for the start and completion of the project. Firm location considering how it impacts maintaining effective communication between the Village and Consultant.
4. **Firm's Resources, Personnel Availability, and Commitment:** The firm shall demonstrate a commitment to ensuring the Village's interests are met by completing projects on time and within budget. The firm must also demonstrate flexibility to complete projects per the Village's specifications. Provide availability of the project manager, key personnel, and consultants as a percentage of their total work effort that will be devoted to the proposed project.
5. **Fees for Professional Services:** The firm must provide a detailed itemization of the cost of services. The proposal should provide the total, all-inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out-of-pocket expenses. If additional work is requested outside the Scope of Services of this project, the Village reserves the right to negotiate a fixed fee for such services.
6. **References:** References will be evaluated based on their ratings, how relevant the project is to this RFP, and specific comments provided by the references.

<u>EVALUATION CATEGORIES</u>	<u>POTENTIAL POINTS</u>
Qualification of Team	15
Experience and Expertise	20
Project Delivery and Approach	15
Firm's Resources, Personnel Availability & Commitment	15
Fees for Professional Services	25
References	10
Total of Points	100

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative Total Points will be ranked 1, the next greatest total ranked 2, etc.

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In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

The Selection Committee may request firms to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest-ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the RFP Process or Submission Requirements, please submit your questions via email to the Procurement Specialist at procurement@vpsfl.org.

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SUBMISSION REQUIREMENTS

Project Name: Plan Review Services

Proposal Number: RFP 2023R-002

The following items must be included in the proposal response:

1. Letter of Interest on your company's letterhead
2. Required documentation support requested in the Scope of Services
3. Copy of Submission Requirements form
4. Price Schedule Proposal Form
5. Attachments A -J
6. E-Verify Support (Memorandum of Understanding)
7. W-9 Form
8. Certificate of Liability Insurance
9. Supplemental Forms (i.e. license/certification)

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DATE: _____

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PRICE SCHEDULE PROPOSAL SUBMITTAL FORM

Item No. 1	Description Services (Per Person)	Bid Price (Per Hour)
1.	Review and process construction plans for obtaining building permits.	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour
3.	Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour
4	Review and process construction plans for Natural Disaster Services for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour

***PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Firm Name _____ Date _____

*Signature _____ Print Name _____ Print Title _____

Telephone _____ Email Address _____

Toll Free # _____ Fax # _____

Applicable License(s) # _____ Type _____

Federal Identification Number _____

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ATTACHMENT A: PROPOSAL CERTIFICATION FORM
(Proposer must complete, sign, and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct, and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

_____ Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as
[Title:] _____ of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

(Signature)

(Date)

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**ATTACHMENT D: VENDOR CONFLICT OF INTEREST
DISCLOSURE STATEMENT
INFORMATION AND INSTRUCTIONS**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

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

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

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

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

**VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

NAME OF VENDOR

NAME OF PERSON COMPLETING FORM

RELATIONSHIP TO VENDOR

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CONTACT EMAIL ADDRESS

CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposal / Qualifications (specify) RFP 2023R-002

☐ Other (specify) _____

VILLAGE OF PALM SPRINGS
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1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.
2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.
3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

VILLAGE OF PALM SPRINGS
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4. List below the name(s), titles, and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature

Date

Printed Name

Title

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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PLAN REVIEW SERVICES

ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who,
being by me first duly sworn, made the following statement:

1. The business address of _____
(Firm name of Bidder/Proposer)

is _____.

2. My relationship to _____
(Firm name of Bidder/Proposer)

is _____.
(relationship such as a sole proprietor, partner, president, or vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

VILLAGE OF PALM SPRINGS
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6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the ____ day of _____, 20____.

Notary Public

(Affix seal)

My commission expires

VILLAGE OF PALM SPRINGS
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ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary _____
My Commission expires: _____

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/ She is _____ of _____
____the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-002 Title: _____

- b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any
- e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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- f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☐
or online ☐ notarization, this _____ day of _____, 2023
by _____

Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

VILLAGE OF PALM SPRINGS
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ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

(Print or Type Name of Firm)

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

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

Authorized Signature

Date Signed

« « « « « Notary on the following page » » » » »

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

State of: _____

County of: _____

Sworn to and subscribed before me this day of _____, 20____ ☐ Personally known

or ☐ Produced Identification _____ .
(Specify Type of Identification)

Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

Name

Title

Date

Signature

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: _____
(Company Name providing Reference)

Name/Title: _____
(Name and Title of Person providing Reference)

Project/Service: _____
(Project/Service which references are being provided)

Project Manager: _____
(Project for which references are being provided)

Telephone: _____ Fax: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

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7.	Rate the technical competence of the firm and its personnel.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No		

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

Signature	Date
-----------	------



Submitted By:

Sunshine Building Inspection LLC

110 W Palmetto Road
Lake Worth, FL 33467
Tel: (561) 685-9769
Email: jnr174@gmail.com

RFP 2023-002

Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467

561-685-9769 jnr174@gmail.com

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Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467
561-685-9769 jnr174@gmail.com



Letter Of Interest

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: RFP 2023R-002 Plan Review Services

To Whom It May Concern:

My name is Jose Rodriguez, and I am the owner of Sunshine Building Inspection, LLC. I am a Licensed Building Official, Building Inspector and Plans Examiner in all Disciplines. I am also a Certified Master Code Professional by the International Code Council. I have over 35 years of experience in the Construction Industry, I have 8 years of experience as a Licensed Plans Examiner. I currently am providing Plan Examiner Services for several municipalities (see references).

I am interested in providing these services for the Village of Palm Springs because I am located only five miles from the Building Department, am currently providing Plan Reviews services for the Village, and feel I am a good fit to provide the services. It is our philosophy to provide professional and efficient services. I can provide both electronic and paper plan reviews and provide pick-up and return services to the Building Department, on a timely basis. The turnaround time for most plan reviews is 72 hours, however rushed items can be completed the same day.

Thank you for your time in reviewing my proposal. I look forward to hearing from you.


Jose Rodriguez
Sunshine Building Inspection LLC

Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467
561-685-9769 jnr174@gmail.com



Scope of Services

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: RFP 2023R-002 Plan Review Services

The Scope of Services include:

*The provision of plan review services for various trades and disciplines, which include building, plumbing, electrical, mechanical, gas, and structural plans review services. All reviews are based on the Florida Building Code and the National Electrical Code.

*All licenses and certifications can be found as attachments.

* As a Master Code Professional, I am well versed in all aspects and areas of the Florida Building Code and National Electrical Code.

*Extensive experience dealing with the public, including residents, contractors, builders, and Village Staff. Plan Review comments are provided via email to the applicants, when the documents submitted do not meet the Code Requirements. Responses to public inquiries shall be made within 24 hours.

The Organizational Background: Sunshine Building Inspection LLC is located in Lake Worth Florida and is owned and operated by Jose Rodriguez. Primary services provided include Building Official services, Plan Review and Inspections in all disciplines. Electronic and paper plan reviews, along with timely pick up and return services. Our mission is to provide exemplary services in Plan Review and Inspection Services, to meet the needs of the public.

References, along with services provided please see attachment.

Thank you,

Jose Rodriguez
Sunshine Building Inspection LLC

VILLAGE OF PALM SPRINGS
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SUBMISSION REQUIREMENTS

Project Name: Plan Review Services

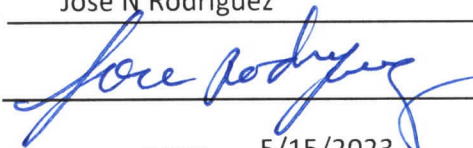
Proposal Number: RFP 2023R-002

The following items must be included in the proposal response:

1. Letter of Interest on your company's letterhead
2. Required documentation support requested in the Scope of Services
3. Copy of Submission Requirements form
4. Price Schedule Proposal Form
5. Attachments A -J
6. E-Verify Support (Memorandum of Understanding)
7. W-9 Form
8. Certificate of Liability Insurance
9. Supplemental Forms (i.e. license/certification)

PROPOSER (firm name): Sunshine Building Inspection LLC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
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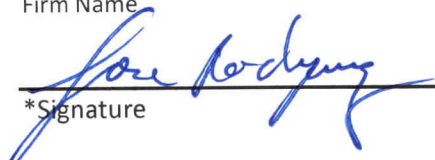
PRICE SCHEDULE PROPOSAL SUBMITTAL FORM

Item No. 1	Description Services (Per Person)	Bid Price (Per Hour)
1.	Review and process construction plans for obtaining building permits.	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>85.00</u> per hour
3.	Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>90.00</u> per hour
4	Review and process construction plans for Natural Disaster Services for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>100.00</u> per hour

***PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Sunshine Building Inspection LLC	5/15/2023
Firm Name	Date
	MGR
*Signature	Print Title
561-685-9769	jnr174@gmail.com
Telephone	Email Address
Toll Free #	Fax #
BU1936, PX3697, BN6782	Building Official, Plan Examiner, Inspector
Applicable License(s) #	Type
85-3655735	
Federal Identification Number	

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT A: PROPOSAL CERTIFICATION FORM
(Proposer must complete, sign, and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct, and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	<u>1</u>	Date of Addendum	<u>5/12/2023</u>
Addendum #	<u></u>	Date of Addendum	<u></u>
Addendum #	<u></u>	Date of Addendum	<u></u>
Addendum #	<u></u>	Date of Addendum	<u></u>

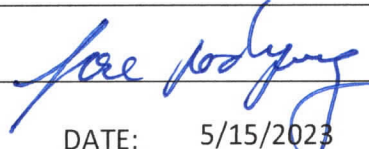
PROPOSER (firm name): Sunshine Building Inspection LLC

FIRM ADDRESS: 110 W Palmetto Road Lake Worth, FL 33467

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: jnr174@gmail.com

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: 561-685-9769

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

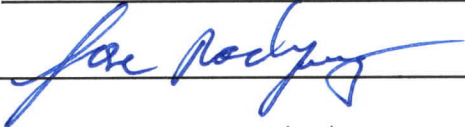
The Proposer shall select the appropriate box:

JNR Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

N/A Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): Sunshine Building Inspection LLC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

 X **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

 Physical address within Village of Palm Springs limits

 X Physical address outside of Village of Palm Springs but within Palm Beach County

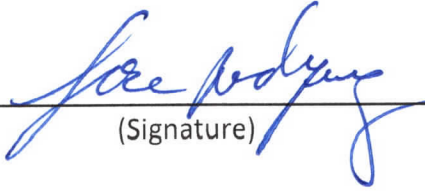
 Physical address within the State of Florida

 Non-local: The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's permanent place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] Jose N Rodriguez as
[Title:] MGR of [Name of Firm:] Sunshine Building Inspection LLC

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.



(Signature)

5/15/2023

(Date)

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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**ATTACHMENT D: VENDOR CONFLICT OF INTEREST
DISCLOSURE STATEMENT
INFORMATION AND INSTRUCTIONS**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

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

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

VILLAGE OF PALM SPRINGS
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“Person” means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

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INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

**VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

NONE	
NAME OF VENDOR	
N/A	
NAME OF PERSON COMPLETING FORM	
N/A	
RELATIONSHIP TO VENDOR	
N/A	
ADDRESS	
N/A	
CITY, STATE, ZIP	TELEPHONE NUMBER
N/A	
CONTACT EMAIL ADDRESS	CELL PHONE NUMBER

This form is provided in connection with:

- ☐ Invitation to Bid (specify) _____
- ☒ Request for Proposal / Qualifications (specify) RFP 2023R-002
- ☐ Other (specify) _____

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1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

None

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

None

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

None

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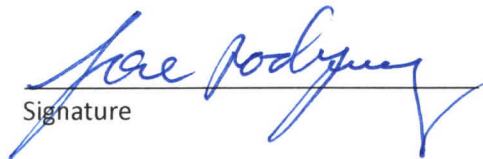
4. List below the name(s), titles, and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

None

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

None

Under penalties of perjury, I declare that I have read the foregoing **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM** and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.



Signature

Jose N Rodriguez

Printed Name

5/15/2023

Date

MGR

Title

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ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jose N Rodriguez, who,
being by me first duly sworn, made the following statement:

1. The business address of Sunshine Building Inspection LLC
(Firm name of Bidder/Proposer)

is Owner.
2. My relationship to Sunshine Building Inspection LLC
(Firm name of Bidder/Proposer)

is MGR
(relationship such as a sole proprietor, partner, president, or vice president)
3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

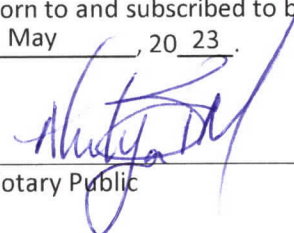
7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

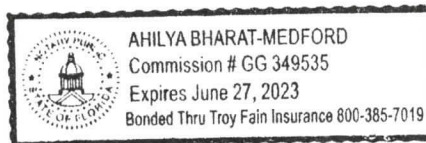
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)


(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 15 day of May, 20 23.


Notary Public

06/27/2023
My commission expires



(Affix seal)

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jose N Rodriguez, on behalf of Sunshine Inspection LLC (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

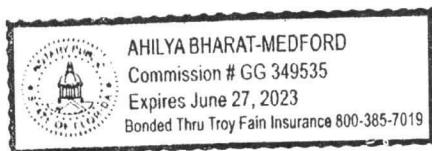
CONTRACTOR:

By: *Jose Rodriguez*
Name: Jose N Rodriguez
Title: MGR
Date: 5/15/2023

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 15 day of May, 20 23, by Jose N Rodriguez, who is the Owner of Sunshine Building Inspection LLC, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC

Printed Name of Notary Ahilya Bharat - Medford
My Commission expires: 6/27/2023

Ahilya Bharat

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jose N Rodriguez
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/ She is Owner of Sunshine Building Inspection LLC
the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-002 Title: MGR

- b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any
- e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

VILLAGE OF PALM SPRINGS
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- f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.


Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☒
or online ☐ notarization, this 15 day of May, 2023
by Jose N Rodriguez


Signature of Notary



Commission Expires: 06/27/2023

ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

20

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 15 day of May, 2023 ☒ Personally known

or ☐ Produced Identification _____
(Specify Type of Identification)



Signature of Notary



Commission Expires: 06/27/2023

VILLAGE OF PALM SPRINGS
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ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

Jose N Rodriguez
_____ Name
MGR
_____ Title
5/15/2023
_____ Date
 _____ Signature

VILLAGE OF PALM SPRINGS
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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Town of Indian River Shores
(Company Name providing Reference)

Name/Title: Jim Harpring Town Manager
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing
(Project for which references are being provided)

Telephone: 772-231-1771 X225 Fax: _____

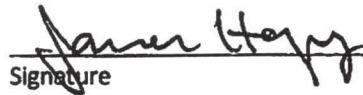
Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Jose is selfless in his dedication of time and expertise.
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	Extremely responsive with a high level of expertise.
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	Very good at understanding our needs.
4.	Rate how well the firm met the major schedule milestones for the project.	5	Always timely!
5.	Rate the firm's success at minimizing and controlling potential mistakes.	5	I relied heavily on Jose for quality control.
6.	Rate the overall quality of the work.	5	Exemplary

VILLAGE OF PALM SPRINGS
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7.	Rate the technical competence of the firm and its personnel.	5	Highly proficient in all areas
8.	Rate the integrity and professionalism of the firm.	5	unquestioned integrity and professionalism
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No	Yes	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

 5/19/23
Signature Date

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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Village of North Palm Beach
(Company Name providing Reference)

Name/Title: Wayne Cameron Building official
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner and Inspection Services
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing
(Project for which references are being provided)

Telephone: 561-841-3365

email permits@village-npb.org
~~Fax:~~

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes.	5	
6.	Rate the overall quality of the work.	5	

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7.	Rate the technical competence of the firm and its personnel.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes -- No	YES	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent


Signature

5/15/23
Date

VILLAGE OF PALM SPRINGS
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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Village of Palm Springs
(Company Name providing Reference)

Name/Title: Iramis Cabrera Planning, Zoning & Building Director
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing Plan Review
(Project for which references are being provided)

Telephone: 561-965-4010 Fax: 561-965-0899

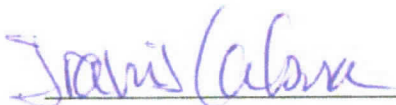
Describe the scope of work of the contract awarded by your company/agency to this contractor:

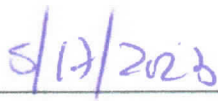
No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes.	4	We've only had one issue where plans were stamped but not signed and this was resolved immediately.
6.	Rate the overall quality of the work.	5	

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7.	Rate the technical competence of the firm and its personnel.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No	Yes	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent


Signature


Date



Company ID Number: 2052861

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Sunshine Building (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 2052861

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 2052861

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



Company ID Number: 2052861

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Sunshine Building Inspection LLC	
Name (Please Type or Print) Jose N Rodriguez	Title MGR
Signature Electronically Signed	Date 01/05/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/05/2023



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sunshine Building Inspection LLC
Company Facility Address	110 W PALMETTO RD LAKE WORTH, FL 33467
Company Alternate Address	110 W PALMETTO RD LAKE WORTH, FL 33467
County or Parish	PALM BEACH
Employer Identification Number	853655735
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jose N Rodriquez
Phone Number	5616859769
Fax	
Email	inr174@aail.com



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This list represents the first 20 Program Administrators listed for this company.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SUNSHINE BUILDING INSPECTION LLC

2 Business name/disregarded entity name, if different from above

SAME

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

110 W PALMETTO ROAD

6 City, state, and ZIP code

LAKE WORTH, FLORIDA 33467

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 5 - 3 6 5 5 7 3 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

4-30-2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
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INSURED SUNSHINE BUILDING INSPECTIONS SERVICES 110 WEST PALMETTO ROAD LAKE WORTH, FL 33467	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		P100.690.520.3	10/27/2022	10/27/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.689.863.3	10/27/2022	10/27/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Plan Examiner and Building Inspections

CERTIFICATE HOLDER

Village of Palm Springs
226 Cypress Ln
Palm Springs, Florida 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE							Date 1/7/2023		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage			NAIC #	
					Insurer A: Lion Insurance Company			11075	
					Insurer B:				
					Insurer C:				
					Insurer D:				
Insurer E:									
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits			
A	A	GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence \$			
		Damage to rented premises (EA occurrence) \$							
		Med Exp \$							
		Personal Adv Injury \$							
		General Aggregate \$							
		Products - Comp/Op Agg \$							
		Combined Single Limit (EA Accident) \$							
		Bodily Injury (Per Person) \$							
		Bodily Injury (Per Accident) \$							
		Property Damage (Per Accident) \$							
A	A	EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence			
		Aggregate							
A	A	Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2023	01/01/2024	☒ WC Statutory Limits	OTH-ER		
						E.L. Each Accident		\$1,000,000	
						E.L. Disease - Ea Employee		\$1,000,000	
						E.L. Disease - Policy Limits		\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:									
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sunshine Building Inspection LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com Project Name: ISSUE 08-24-22 (BP). REISSUE 01-07-23 (KLT)									
Client ID: 84-60-010 Begin Date: 8/16/2022									
CERTIFICATE HOLDER				CANCELLATION					
VILLAGE OF PALM SPRINGS 226 CYPRESS LANE PALM SPRINGS, FL 33461				Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.					

CERTIFICATE OF LIABILITY INSURANCE							Date 8/24/2022	
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.			
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage		NAIC #	
Insurer A: Lion Insurance Company					11075		Insurer B:	
Insurer C:					Insurer D:		Insurer E:	
Coverages								
The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits		
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ _____ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	\$	
						Damage to rented premises (EA occurrence)	\$	
						Med Exp	\$	
						Personal Adv Injury	\$	
						General Aggregate	\$	
						Products - Comp/Op Agg	\$	
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ _____				Combined Single Limit (EA Accident)	\$	
						Bodily Injury (Per Person)	\$	
						Bodily Injury (Per Accident)	\$	
						Property Damage (Per Accident)	\$	
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence		
						Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	☒ WC Statutory Limits	☐ OTH-ER	
						E.L. Each Accident	\$1,000,000	
						E.L. Disease - Ea Employee	\$1,000,000	
						E.L. Disease - Policy Limits	\$1,000,000	
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:								
Client ID: 84-60-010 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sunshine Building Inspection LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com								
Project Name: ISSUE 08-24-22 (BP)								
Begin Date: 8/16/2022								
CERTIFICATE HOLDER					CANCELLATION			
VILLAGE OF PALM SPRINGS 226 CYPRESS LANE PALM SPRINGS, FL 33461					Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE
COMMERCIAL

Policy number: 969683256

Underwritten by:
Progressive Express Ins Company
NAIC Number: 10193
May 14, 2023
Page 1 of 1

Certificate of Insurance

Certificate Holder

Additional Insured
Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461

Insured

Sunshine Building Inspection LLC
110 W PALMETTO RD
LAKE WORTH, FL 33467

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: May 12, 2023

Policy Expiration Date: Nov 12, 2023

Insurance coverage(s)

Bodily Injury/Property Damage
Uninsured Motorist -Nonstacked
Personal Injury Protection

Limits

\$10,000/\$20,000/\$10,000
\$10,000/\$20,000
\$10,000 w/\$0 Ded - Named Insured Only

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 TOYOTA TUNDRA 5TFRM5F13KX144628

Medical Payments	\$1,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.





INTERNATIONAL CODE COUNCIL

Jose Rodriguez

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examinations based on codes and standards then in effect, and is hereby issued this certification as:

MASTER CODE PROFESSIONAL

Given this day of July 22, 2020

Certificate No. 8921542

A handwritten signature in black ink, appearing to read "Greg Wheeler".

Greg Wheeler, CBO
President, Board of Directors

A handwritten signature in black ink, appearing to read "Dominic Sims".

Dominic Sims, CBO
Chief Executive Officer



mcp
MASTER CODE
PROFESSIONAL

Ron DeSantis, Governor



Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: BU1936

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

PLUM, BLDG, MECH, ELEC

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: PX3697

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor



Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD RESIDENTIAL PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RODRIGUEZ, JOSE NESTOR

1110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: RPX264

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
CCI, PLUM, BLDG, RESI, ELEC, MECH

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: BN6782

EXPIRATION DATE: NOVEMBER 30, 2023

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ASSOCIATION OF STATE

FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Jose N. Rodriguez, CFM

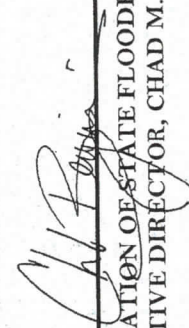
IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-18-10322, ISSUED 4/13/2018. THIS
CERTIFICATE SHALL EXPIRE 7/31/2024, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.



CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM



ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

110 West PALMETTO RD
LAKE WORTH, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0050 Building Code Administrator	RODRIGUEZ JOSE NESTOR	BU1936	B22.618945 - 08/02/22	\$33.00	B40183761

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021141123
EXPIRES: SEPTEMBER 30, 2023



26
6 - 9719

SUNSHINE BUILDING INSPECTION LLC
SUNSHINE BUILDING INSPECTION LLC
110 W PALMETTO RD
LAKE WORTH FL 33467-4831



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

PLAN REVIEW SERVICES

Addendum No. 1

May 12, 2023

BIDS DUE: 2:00 PM, Local Time, 05/23/2023

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Plan Review Services** project, fully and completely as if the same were fully set forth herein.

IN THE SPECIAL CONDITIONS

1. Section 61. Insurance, (d):

Exclude:

The Automobile Liability Insurance requirements

Replace with:

Vendors must show proof of Automobile Liability Insurance within their proposal.

IN THE SUBMISSION REQUIREMENTS

1. Item 6. E-Verify Support (Memorandum of Understanding)

Include:

The E-Verify Support (Memorandum of Understanding) is a form that must be provided by the Proposer. The proposer can obtain the MOU through the website www.e-verify.gov. This MOU will list the registered entity (proposer).

Receipt acknowledged and conditions agreed to the 14 day of May, 2023.
Sunshine Building Inspection LLC Jose Rodriguez
Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

Question 1: The Scope of Services for this RFP requires a list of three most recent references for whom proposers have provided similar work. We understand Attachment J (Reference Form) is also part of the Submission Requirements. Please clarify:
How many copies of Attachment J must respondents provide with proposals? Are the reference forms required to be the same as the list of references for similar work

Response 1: **Attachment J needs to be used for the three most recent references of similar work. The proposal package should contain at minimum 3 copies of Attachment J (one for each reference).**

Question 2: On Page 25 of the subject RFP, Section Submission Requirements, Item No. 6 “E-Verify Support (Memorandum of Understanding)”.

- Please clarify if the Village will be providing an E-Verify Support (Memorandum of Understanding Form or if the Proposer must provide documentation.
- If the Proposer must provide documentation, please clarify what is required in accordance with the RFP.

Response 2: **The E-Verify Support (Memorandum of Understanding) is a form that must be provided by the Proposer. The proposer can obtain the MOU through the website www.e-verify.gov. This MOU will list the registered entity (proposer).**

Question 3:

Response 3:

Question 4:

Response 4:

Question 5:

Response 5:

Question 6:

Response 6:

Question 7:

Response 7:

Question 8:

Response 8:

Question 9:

Response 9:

Question 10:

Response 10:



Office of the Village Manager

May 31, 2023

To: Theresa L. Gonzalez, Procurement Specialist
From: Michael Bornstein, Village Manager 
Subject: Employee Committee Members – Plan Review Services – Planning Zoning and Building Department – RFP #2023R-002

Please be advised that I am appointing the following staff members to serve on the Employee Committee for Plan Review Services – Planning Zoning and Building Department Request for Proposals (RFP) – RFP #2023R-002 – to evaluate the proposal packages received and provide a recommendation that will be brought to the Village Council for consideration (Expected during the July 13, 2023 Council Meeting):

- Iramis Cabrera – chair
- Wayne Cameron
- Juan C Ruiz
- Pisurki J Rodriguez
- Joey Sanders
- Edwin L. Horton

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with the determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee member that they may not have any communication with each other regarding this item outside of a duly noticed public meeting as provided within the state's sunshine law.

1.14 Cone of Silence [also provided in 58-5 (5) – Village Code]

a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:

1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and
2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.

b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.

c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village, and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.

d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or, any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.

e. The cone of silence shall not apply to any purchasing anticipated to have a total value of \$35,000.00 or less.

f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.

g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 2023 by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village"), and **Sunshine Building Inspection, LLC**, a Company authorized to do business in the State of Florida ("Contractor").

RECITALS

WHEREAS, the Village is in need of plan review services for various trades and disciplines ("the Services"); and

WHEREAS, through its competitive selection process under Chapter 58 of the Village of Palm Springs Code of Ordinances, the Village issued RFP #2023R-002, attached hereto as **Exhibit "A"** to this Agreement, seeking proposals from firms qualified to provide the Services; and

WHEREAS, the Contractor has provided a proposal and cost estimate for providing the Services, attached hereto as **Exhibit "B"** to this Agreement; and

WHEREAS, Village staff has reviewed the proposal and determined the pricing to be reasonable and comparable to the fees charged to other municipalities for services of this nature; and

WHEREAS, the Village desires to accept the Contractor's proposal; and

WHEREAS, the purpose of this Agreement is to set forth certain terms and conditions for the provision of services by the Contractor to the Village.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Contractor agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONTRACTOR'S PROPOSAL. The Contractor shall provide the Village with the Services as more specifically set forth in RFP #2023-002R, attached hereto as **Exhibit "A"** to this Agreement, and the Contractor's proposal, attached hereto as **Exhibit "B,"** both of which Exhibits are incorporated herein by reference.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Contractor will act hereunder as an independent contractor and none of the Contractor's, officers, directors, employees, independent contractors, representatives or agents performing services for Contractor pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Contractor is that of

independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative, or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. The initial term of this Agreement shall be for a period of three (3) years from the date of this Agreement, with two (2) renewal options for a period of one (1) year each.

b. Termination without cause. The Village may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days written notice of termination.

c. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Contractor of such occurrence and either the Village or Contractor may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Contractor for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION. The Village agrees to compensate the Contractor in accordance with the fee schedule set forth in the Contractor's Price Schedule Proposal Submittal Form (see **Exhibit "B"**). In no event with the total amount paid exceed \$ _____ annually.

The Contractor shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the work performed and the time spent on such work. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Contractor's invoice.

The Village shall not reimburse the Contractor for any additional costs incurred as a direct or indirect result of the Contractor providing service to the Village under this Agreement which is not set forth in **Exhibit “A”** unless approved in advance by the Village.

SECTION 6: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations, and administrative instructions that relate to the parties’ performance of this Agreement, including, without limitation, the applicable licensure requirements and Florida Public Records laws.

SECTION 7: PERSONNEL. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 8: SUB-CONTRACTORS. The Village reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and approve all qualifications of any sub-Contractor in order to make a determination as to the capability of the sub-Contractor to perform properly under this Agreement. All subcontractors providing professional services to the Contractor under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-Contractor does not have insurance or does not meet the insurance limits as stated in this Agreement, the Contractor shall indemnify and hold harmless the Village for any claim in excess of the sub-Contractor’s insurance coverage, arising out of the negligent acts, errors or omissions of the sub-Contractor.

SECTION 9: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Contractor is not authorized to use the Village’s Tax Exemption Number.

SECTION 10: VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 11: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 12: ACCESS AND AUDITS. The Contractor shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose

of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 13: SUCCESSORS AND ASSIGNS. The Village and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 14: AUTHORITY TO PRACTICE. The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 15: NONDISCRIMINATION. The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 17: PUBLIC ENTITY CRIMES. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 18: SCRUTINIZED COMPANIES.

Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19: SUCCESSORS AND ASSIGNS.

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

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the Village shall be sent to:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Contractor, shall be sent to:

Sunshine Building Inspection, LLC
Attn: Jose N. Rodriguez, Manager
110 W. Palmetto Road
Lake Worth Beach, FL 33467

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Contractor agree that this Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Contractor fails to comply with any of the provisions contained in this Agreement or exhibits, amendments, and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Contractor to terminate for cause.

SECTION 25: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of the terms of this Agreement; RFP # 2023R-002 (**Exhibit "A"**): and the Contractor's Proposal (**Exhibit "B"**). The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms of this Agreement, the RFP, and Proposal, the conflict shall be resolved by giving precedence in the following order: (1) the Agreement; (2) the RFP; and (3) the Contractor's Proposal.

Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: PUBLIC RECORDS. Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the Village to perform the service.
- (b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.
- (d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-584-8200 ext. 8431, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 32: INDEMNIFICATION. The Contractor, its officers, employees, and agents shall indemnify and hold harmless the Village, including its officers, employees, and agents from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence of the Contractor, its officers, directors, employees, representatives and agents employed or utilized by the Contractor in the performance of the services under this Agreement. The Village agrees to be responsible for its

own negligence. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or the Contractor, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes nor shall the Village indemnify the Contractor.

SECTION 33: INSURANCE. During the life of this Agreement, the Contractor shall maintain insurance coverage as set forth below, and shall provide the Village with satisfactory proof of same:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance – Contractor must provide proof of Automobile Liability Insurance coverage.
- (e) Professional Liability in an amount of not less than \$1,000,000 per claim.

9. **SECTION 34: E-VERIFY.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors to do the same;
- (b) Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide same to the VILLAGE upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- (f) Be aware that a violation of Section 448.095(5) by a subcontractor, and not the CONTRACTOR, shall be grounds for the VILLAGE to order the CONTRACTOR immediately terminate the contract with the subcontractor; and
- (g) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract

for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year set forth above by the Village.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Kimberly Wynn, Village Clerk

Glen J. Torcivia, Village Attorney

CONTRACTOR:

SUNSHINE BUILDING INSPECTION, LLC

By: _____
Print Name: Jose Rodriguez
Title: MGR

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 13th day of July, 2023, by Jose Rodriguez, as MGR of Sunshine Building corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

L. Pitt Notary Public



**REQUEST FOR PROPOSALS
FOR
PLAN REVIEW SERVICES**

RFP 2023R-002 PLAN REVIEW SERVICES

RFP DEADLINE: MAY 23, 2023, AT 2:00 P.M. LOCAL TIME



VILLAGE OF PALM SPRINGS

226 CYPRESS LANE

PALM SPRINGS, FL 33461

(561) 584-8200

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VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

REQUEST FOR PROPOSAL

The Village of Palm Springs, Florida is seeking proposals from interested and qualified firms to provide plan review services for various trades and disciplines.

Request for Proposals documents are available beginning **April 27, 2023**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Those interested in providing these services are instructed to submit a response electronically via DemandStar. Proposers also have the option of submitting **one (1) unbound original, and one (1) complete copy of the response to the Village Clerk at the time and date specified.**

It is the responsibility of the Proposer to ensure that all pages are included in the submission. All proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2023R-002, Plan Review Services"** and must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Tuesday, May 23, 2023, at 2:00 p.m. local time.** Late Proposals will not be accepted, whether by mail or otherwise. Proposals will be returned to the sender unopened. Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Theresa L. Gonzalez, Procurement Specialist, procurement@vpsfl.org.

A virtual pre-bid conference will be held at **9:30 a.m.** local time on **Thursday, May 4, 2023**, via GoToMeeting. Attendance at the pre-bid conference is not mandatory.

Non-Mandatory Pre-Bid Conference – May 4, 2023, at 9:30 a.m.

Participants can join on the computer or mobile app (Microsoft Teams)

- **Registration:** <https://events.gcc.teams.microsoft.com/event/317a6486-73cc-4dde-8298-8cac428dfbd5@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- **Meeting ID#:** 275 131 025 182

Bid Opening – May 23, 2023, at 2:30 p.m.

- **Registration:** <https://events.gcc.teams.microsoft.com/event/7cda3046-e9fb-45c9-99c1-733d24043783@20801dc8-57d4-4c4b-b981-92be4d50e21c>
- **Meeting ID#:** 243 978 629 87

Deadline to Submit Questions: Questions must be submitted in writing to the Procurement Specialist, Theresa L. Gonzalez at procurement@vpsfl.org no later than the deadline on **Thursday, May 11, 2023, at 4:00 p.m.**

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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After receiving all proposals, a public meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The public meeting will be held at Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

The Village reserves the right, in its sole discretion, to accept or reject any or all Proposals, in whole or in part, to waive all nonmaterial irregularities and/or technicalities, and to award, the contract on such terms it deems will best serve the interests of the Village.

Village of Palm Springs

Publish: DemandStar, Lake Worth Herald, and Village of Palm Springs website

April 27, 2023

+ + END OF ADVERTISEMENT FOR BIDS + +

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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GENERAL TERMS AND CONDITIONS

1. CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Proposers and/or Proposers on Village Solicitations, the Village's professional staff, and the Village Council members.

2. ADDENDUM

The Village may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Proposer should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Proposal or Proposal a signed "Acknowledgment of Addenda" form when any addenda have been issued.

3. LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable Village Ordinances and Resolutions, as well as all applicable Village, State, and Federal Statutes. Where conflict exists between this Proposal Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

4. CHANGE OF PROPOSAL

Prior to the scheduled Proposal opening a Proposer may change its Proposal by submitting a new Proposal (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Proposal. No changes to a Proposal will be accepted after the Proposal has been opened.

5. WITHDRAWAL OF PROPOSAL

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. Only a written letter received by the Village Clerk prior to the Proposal opening date may withdraw a Proposal. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

6. CONFLICTS WITHIN THE PROPOSAL SOLICITATION

In the event of a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Proposal Certification Form, or any addendum issued, the order of precedence shall be the last addendum issued, the Proposal Certification Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

7. PAYMENT TERMS

It is the policy of the Village of Palm Springs that payment for all purchases by Village departments shall be made in a timely manner. The Village will pay the awarded Proposer upon receipt and acceptance of

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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the goods or services by a duly authorized representative of the Village. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the Village shall be forty-five (45) days from receipt of a proper invoice for goods or services other than construction services. The payment due date for construction services is governed by Section 218.735, Florida Statutes. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Village Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the Village.

8. DISCOUNTS (PROMPT PAYMENTS)

The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Proposal evaluation. Proposers are requested to provide prompt payment terms in the space provided on the Proposal submittal signature page of the Solicitation.

9. PREPARATION OF PROPOSALS

- (a) The Proposal forms define requirements of items to be purchased and must be completed and submitted with the Proposal. Use of any other forms will result in the rejection of the Proposer's offer. The Proposal submittal forms must be legible. Proposers shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Proposal to be rejected.
- (b) An authorized agent of the Proposer's firm must sign the Proposal submittal form. Failure to sign the Signature Page of the Proposal shall render the Proposal non-responsive.
- (c) The Proposer may be considered non-responsive if Proposals are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- (d) The Proposer may submit alternate Proposal(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Proposal must meet or exceed the minimum requirements and be submitted as a separate Proposal submittal marked "Alternate Proposal".
- (e) When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- (f) Late Proposals will not be accepted and will be returned to the sender unopened. It is the Proposer's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10. CANCELLATION OF PROPOSAL SOLICITATION

The Village of Palm Springs reserves the right to cancel, in whole or in part, any Invitation to Proposal when it is in the best interest of the Village.

11. AWARD OF CONTRACT

- (a) The contract may be awarded to the responsive and responsible Proposer meeting all requirements as set forth in the Solicitation. The Village reserves the right to reject any and all Proposals, to waive irregularities or technicalities, and to re-advertise for all or any part of this Proposal Solicitation as deemed in its best interest. The Village shall be the sole judge of its best interest.

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- (b) The Village reserves the right to reject any and all Proposals if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the Village's best interest to do so.
- (c) The Village reserves the right to negotiate prices with the responsive and responsible low Proposer, provided that the scope of work of this Solicitation remains the same.
- (d) The Proposer's performance as a prime contractor or subcontractor on previous Village contracts shall be taken into account in evaluating the Proposal received for this Proposal Solicitation.
- (e) The Proposal Solicitation, any addenda and/or properly executed modifications, the Proposer's response, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- (f) Award of this Proposal may be predicated on compliance with, and submittal of all required documents as stipulated in the Proposal Solicitation.
- (g) The Village reserves the right to request and evaluate additional information from any Proposer after the submission deadline as the Village deems necessary.
- (h) Following award of the contract, the contract documents shall consist of this ITB, together with all attachments and addenda thereto, and the successful Proposer's response, including all attachments thereto.

12. CONTRACT EXTENSION

The Village reserves the right to extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide Village departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

13. WARRANTY

All warranties express and implied shall be made available to the Village for goods and services covered by this Proposal Solicitation. All goods furnished shall be fully guaranteed by the awarded Proposer against factory defects and workmanship. At no expense to the Village, the awarded Proposer shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

14. NON-EXCLUSIVITY

It is the intent of the Village to enter into an agreement with the awarded Proposer that will satisfy its needs as described herein. However, the Village reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

15. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the Village and the successful Proposer, continue until completion at the same prices, terms, and conditions.

16. PROPOSAL PROTEST

Shall be in accordance with Section 58-6 of the Village Code.

VILLAGE OF PALM SPRINGS
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17. LICENSES, PERMITS AND FEES

The awarded Proposer(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the Village or an awarded Proposer for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Proposer.

18. SUBCONTRACTING

Unless otherwise specified in this Proposal Solicitation, the successful Proposer shall not subcontract any portion of the work without the prior written consent of the Village. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the Village may result in termination of the contract for default.

19. ASSIGNMENTS

The awarded Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the Village. Assignment without the prior consent of the Village may result in termination of the contract for default.

20. RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Proposer shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the Village or any of its departments. The awarded Proposer shall provide physically competent employee(s) capable of performing the work as required. The Village may require the awarded Proposer to remove any employee it deems unacceptable. All employees of the awarded Proposer shall wear proper identification.

It is the awarded Proposer's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The Village shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Proposer.

21. INDEMNIFICATION

The awarded Proposer shall indemnify and hold harmless the Village and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's 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 the agreement by the awarded Proposer or its employees, agents, servants, partners, principals, or subcontractors. The awarded Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the contract agreement or otherwise provided by the awarded Proposer shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village or its officers, employees, agents, and instrumentalities as herein provided.

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22. COLLUSION

A Proposer recommended for award as the result of a competitive Request for Proposal for any Village purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the Village, stating either that the Proposer is not related to any of the other parties submitting in the competitive Request for Proposal or identifying all related parties, as defined in this Section, which RFP in the Request for Proposal; and attesting that the Proposer's RFP is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a sham RFP, or any other person, firm, or corporation to refrain from proposing, and that the Proposer has not in any manner sought by collusion to secure to the Proposer an advantage over any other Proposer. In the event a recommended Proposer identifies related parties in the competitive Request for Proposal, its RFP shall be presumed to be collusive, and the recommended Proposer shall be ineligible for award unless that presumption is rebutted to the satisfaction of the Village. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

23. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate. In accordance with Section 58-18 of the Purchasing code, modification of contract or change order shall be subject to prior approval by the Village

24. FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation, or material misstatement, may be debarred as set forth by the Village Code. The Village, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

25. ACCESS AND AUDIT OF RECORDS

The Village reserves the right to require the awarded Proposer to submit to an audit by an auditor of the Village's choosing at the awarded Proposer's expense. The awarded Proposer shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Proposer shall retain all records pertaining to this Agreement, and upon request, make them available to the Village for three (3) years following expiration of the Agreement. The awarded Proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting and financial standards.

26. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

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27. PRE-AWARD INSPECTION

The Village may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this Proposal Solicitation.

28. PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of Proposal submittals will be available for public inspection after the opening of Proposals in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Records Law." The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary, or confidential. The submission of any information to the Village in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Proposal as protected or confidential, the Village may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the Proposal. The redaction or return of information pursuant to this clause may render a Proposal non-responsive.

29. PUBLIC RECORDS

Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Proposal response shall be deemed to be a public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Proposal opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his/her/its Proposal is considered confidential and/or proprietary inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Proposer, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Proposal number clearly marked on the outside. The Village will not accept Proposals when the entire Proposal is labeled as exempt from disclosure. The Village's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the Village and the Village's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the Village's treatment of records as public records.

30. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the Village of Palm Springs with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

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- (a) Use of information only for performing services required by the contract or as required by law.
- (b) Use of appropriate safeguards to prevent non-permitted disclosures.
- (c) Reporting to the Village of Palm Springs any non-permitted use or disclosure.
- (d) Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential.
- (e) Making Protected Health Information (PHI) available to the customer.
- (f) Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer.
- (g) Making PHI available to the Village of Palm Springs for an accounting of disclosures; and
- (h) Making internal practices, books, and records related to PHI available to the Village of Palm Springs for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

31. ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the Village will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

32. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Additional federal standards and regulations may apply depending on the nature of the contract and the funding source. These will be specified within the Solicitation.

33. COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference. Additional federal standards and regulations may apply depending on the nature of the contract and the funding source. These will be specified within the Solicitation.

34. SEVERABILITY

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the Village.

35. NO THIRD-PARTY BENEFICIARY

No provision of this Contract is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Village and/or successful vendor.

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36. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Village of Palm Springs complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female- owned businesses to participate.

During the performance of this contract, the awarded Proposer agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Proposer shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County, and the federal government.

The awarded Proposer further acknowledges and agrees to provide the Village with all information and documentation that may be requested by the Village from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

37. AVAILABILITY OF CONTRACT TO OTHER VILLAGE DEPARTMENTS

It is agreed and understood that any Village department or agency may access this contract and purchase the goods or services awarded herein. Each Village department will issue a separate purchase order to the awarded Proposer for the department's specific purchases.

38. CRIMINAL HISTORY BACKGROUND CHECKS

Prior to hiring a contract employee or contracting with a Proposer, the Village may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Proposer will be required to sign an authorization for the Village to access criminal background information. The costs for the background checks shall be borne by the Village.

39. LABOR, MATERIALS, AND EQUIPMENT

Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Proposer.

40. MINIMUM WAGE REQUIREMENTS

The awarded Proposer shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, the Florida Minimum Wage Act, §448.110, Florida Statutes, and the provisions of any other wages laws, as may be applicable to this Contract.

41. PURCHASE OF OTHER ITEMS

The Village reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the Village may request price quote(s) from the awarded Proposer(s) on the contract. The Village, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Proposer, another contract vendor, or a non-contract vendor. The awarded Proposer(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida

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Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

42. CONFLICTS OF INTEREST

All Proposers must disclose with their Proposal the name of any officer, director, or agent who is also an employee of the Village of Palm Springs. Further, all Proposers must disclose the name of any Village employee who has any interest, financial or otherwise, direct, or indirect, of five percent (5%) or more in the Proposers' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Proposer from this Invitation to Proposal and may be grounds for further disqualification from participating in any future Proposals with the Village.

43. OTHER GOVERNMENTAL AGENCIES

If a Proposer is awarded a contract as a result of this ITB, the Proposer shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

44. COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Proposer(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Proposer. In these cases, the awarded Proposer shall notify the Village of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the Village.

45. FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Proposer(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the Village reserves the authority to cancel the contract with the awarded Proposer and secure the services of another vendor to purchase the items or complete the work. If the Village exercises this authority, the Village shall be responsible for reimbursing the awarded Proposer for work that was completed, and items delivered and accepted by the Village in accordance with the contract specifications. The Village may, at its option, demand payment from the awarded Proposer, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the Village as a result of having to secure the services of another vendor.

46. CORRECTING DEFECTS

The awarded Proposer shall be responsible for promptly correcting any deficiency, at no cost to the Village, within three (3) calendar days after the Village notifies the awarded Proposer of such deficiency in writing. If the awarded Proposer fails to correct the defect the Village may (a) place the awarded Proposer in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Proposer for any additional costs that are incurred by the Village for this work or items, either through a credit memorandum or through invoicing.

47. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Proposers performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-

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mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Proposer. Barricades shall be provided by the awarded Proposer when work is performed in areas traversed by persons, or when deemed necessary by the Village.

48. OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Proposer from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

49. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Proposer hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Proposer in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the Village by the awarded Proposer are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Proposer at the Proposer's expense and the contract cancelled; or (2) the Village may require the awarded Proposer to replace the materials at the Proposer's expense.

50. TAXES

The Village is exempt from payment of Florida State Sales and Use Tax. Proposer shall not be exempted from paying sales tax to its suppliers for materials used to fill any contractual obligations with the Village, nor is Proposer authorized to use the Village's Tax Exemption Number in securing such materials. Proposer shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to the contract.

51. PROPOSER'S COSTS

The Village shall not be liable for any costs incurred by Proposers in responding to this Invitation to Proposal.

52. SUBSTITUTION OF PERSONNEL

It is the intention of the Village that the awarded Proposer's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Proposer wishes to substitute personnel, the awarded Proposer shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the Village's approval. In the event the substitute personnel are not satisfactory to the Village, and the matter cannot be resolved to the satisfaction of the Village, the Village reserves the right to cancel the contract for cause.

53. FISCAL FUNDING OUT

The Village's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

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54. PURCHASE ORDER

The Village will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips and all correspondence concerning the order.

55. DELIVERIES

Deliveries are to be made Monday through Friday, excluding Village holidays, unless otherwise stipulated.

56. SALES PROMOTIONS / PRICE REDUCTIONS

Should sales promotions occur during the term of the order/contract that lower the price of the procured item, the successful vendor shall extend to the Village the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the order/contract period by reason of market change or otherwise, shall be passed on to the Village. Additionally, any time after award, the vendor may offer a reduced price which shall remain in effect for the duration of the order/contract.

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SPECIAL CONDITIONS

57. PURPOSE

The purpose of this Solicitation is to obtain proposals from Proposers to plan review services for various trades and disciplines, in accordance with the terms, conditions, and specifications contained in this Request for Proposal.

58. TERM OF CONTRACT

The Agreement shall commence on the date of the duly executed Agreement and shall remain in effect for period of three (3) years, contingent upon the completion and submittal of all required RFP documents.

59. OPTIONS TO RENEW

Upon mutual agreement of the Village Council and the successful Proposer, the Agreement may be two (2) renewal option of one (1) year.

60. EQUAL PRODUCTS

Only the referenced manufacturers will be considered unless noted otherwise in the technical specifications.

61. INSURANCE

The awarded Proposer shall not commence any performance pursuant to the terms of this Solicitation until certification or proof of insurance has been received by the Finance Department and approved.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of A- VIII or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the Village of Palm Springs shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the Village or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Proposer's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Village of Palm Springs.

The awarded Proposer must submit a current Certificate of Insurance, naming the Village of Palm Springs as an additional insured, and include a waiver of subrogation, and list as such on the insurance certificate. New certificates of insurance are to be provided to the Village upon expiration.

Unless otherwise specified by the Village, The Proposer shall provide insurance coverage as follows:

- (a) Workers' Compensation Insurance – as required by law.
- (b) Employer's Liability Insurance - \$1,000,000 per occurrence, \$1,000,000 for each disease, and \$1,000,000 for aggregate disease
- (c) Comprehensive General Liability Insurance – with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury and Property Damage.
- (d) Automobile Liability Insurance - for owned, non-owned and hired vehicles – with a limit of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability.
- (e) Professional Liability in an amount of not less than \$1,000,000 per claim.

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If no deductible for insurance is referenced above, the Village reserves the right to require such deductibles which shall be determined by the Finance Department, but not less than \$25,000 per claim.

The Comprehensive General Liability insurance policy must include coverage that is not more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Offices, and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the Employee and Contractual Exclusions removed.

62. CERTIFICATIONS

Any Proposer that submits an offer in response to this Solicitation shall, at the time of such offer, hold all necessary certifications issued by the State or County Examining Board qualifying the Proposer to perform the work proposed for this project. If other professions or trades are required in conjunction with this Solicitation and such work/services will be performed or provided by a subcontractor(s), an applicable Certificate of Competency issued to the subcontractor(s) shall be submitted with the Proposer's offer; provided, however, that the Village may at its option and in its best interest allow the Proposer to supply the subcontractor(s) certificate to the Village during the evaluation period.

63. METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

The awarded Proposer shall submit an invoice to the Village for progress payments for work that has been completed and has been reviewed and accepted by the Village. The date of the invoices shall not exceed thirty (30) calendar days from the completion of that portion of the work. Under no circumstances shall the invoice be submitted to the Village in advance of the completion and acceptance of the work.

The invoice shall contain the following basic information: the awarded Proposer's name and address, invoice number, date of invoice, description of the goods or service, the contract number, purchase order number, and any discounts.

The Village prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via method of check or Electronic Funds Transfer. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, Florida Statutes, upon presentation of a proper invoice by the awarded Proposer.

64. WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the Proposer or required in the technical specifications, the awarded Proposer shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of one (1) year from the date of acceptance of the labor, materials and/or equipment by the Village. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Proposer is under contract with the Village at the time of defect. Any payment by the Village on behalf of the services received from the awarded Proposer does not constitute a waiver of these warranty provisions.

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65. PATENTS AND ROYALTIES

The awarded Proposer, without exception, shall indemnify and hold harmless the Village and its employees from liability of any nature or kind, including cost and expenses for, or as a result of, any copyrighted, patented, or unpatented invention, process, or article manufactured by the awarded Proposer. The awarded Proposer has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by awarded Proposer or is based solely and exclusively upon the Village's alteration of the article. The Village will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the awarded Proposer may, at its option and expense, procure for the Village the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Village agrees to return the article on request to the awarded Proposer and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the awarded Proposer uses any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the contract prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

66. RELEASE OF CLAIM REQUIRED

The awarded Proposer must provide the Village with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for on the project as of that date. The affidavit or releases shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous partial payments to the awarded Proposer. In the event such affidavits cannot be furnished, the awarded Proposer may submit an executed consent of surety to requisition payment; identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the awarded Proposer fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

67. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its Proposal, the Proposer must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the Village when making the award in the best interest of the Village. If the Proposer fails to identify any and all sub- contractors in the Proposal, the Proposer may be allowed to submit this documentation during the Proposal evaluation period, if such action is in the best interest of the Village.

68. OTHER FORMS OR DOCUMENTS

If the Village is required by the awarded Proposer to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the Proposer's forms or documents.

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69. UNUSUAL CHANGES OR COSTS

The Proposer may petition the Village at any time during the term of this Agreement for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not reasonably be foreseen by a prudent operator. The Proposer's request must be made within ninety (90) days of the occurrence of such unusual change or cost, and shall contain substantial proof and justification, as determined by the Village Manager, to support the need for the rate adjustment. The Village may request from the Proposer, and the Proposer shall provide, such further information as may be reasonably necessary in making its determination. Upon receipt of the necessary information, the request for rate adjustment shall be placed on the Village Council's agenda for action.

70. TERMINATION

The Village shall have the right to terminate this Agreement by virtue of a default hereunder by the Proposer. Should the Proposer default on any of its material obligations as set forth herein, then the Village shall notify the Proposer in writing of such default, whereupon the Proposer shall make every reasonable effort to correct the default. If the Proposer refuses or is unable to correct the default within thirty (30) days of written notification, the Village may then give the Proposer sixty (60) days written notice of cancellation. Should the Proposer fail to make payments to the Village as required herein, the Village shall have the right to terminate this Agreement, immediately.

71. COMPLIANCE WITH LAWS AND ORDINANCES

The Proposer will comply with all standing Federal laws and all Ordinances of the Village in the performance of the duties contemplated by this Agreement.

72. ACCESS AND AUDITS

The Proposer shall maintain within Palm Beach County adequate records of the services during the entire term of the contract and for two years thereafter. The Contract Administrator shall have the right to review all records maintained by the Proposer upon 24 hours written notice.

73. NOTICE

Written notice as provided for herein shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village of Palm Springs
Attn: Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461

74. DELAY – NOT A WAIVER

No delay by the Village in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver by the Village of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

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GENERAL INFORMATION AND PURPOSE

PURPOSE

The Village of Palm Springs is seeking proposals from qualified proposers to provide **PLAN REVIEW SERVICES** in accordance with the terms, conditions, and specifications in this Request for Proposal (RFP). The Village is seeking proposals from interested and qualified firms to provide plan review services for various trades and disciplines.

BACKGROUND

Established in 1957, the Village offers a small-Village feel with an incredible sense of community within one of the state's largest urban environments. The Village of Palm Springs has a current population of 26,904 residents, which ranks us as the 12th largest city in Palm Beach County. Our focus is to continue to be a vibrant community filled with neighborhoods that fosters a "small town feel" that values our various cultures as well as our natural environment.

SCOPE OF SERVICES

The Village of Palm Springs, Florida (referred to as the Village) seeks the submittal of proposals from qualified, licensed and experienced companies to establish a contract for Plan Review Services. The work consists of providing plan review services for various trades and disciplines. The selected company will provide building, plumbing, electrical, mechanical, gas, and structural plans review services as outlined in the Florida Building code, and as referenced herein.

The selected company shall provide code compliance services to enforce the Florida Building Code in accordance with the scope of work and all technical specifications herein. Proposing firms shall have the capability of providing personnel possessing all licenses and certifications required by Florida Statutes.

Members of the Building Division workforce are highly visible representatives of the Village and therefore must be experienced and knowledgeable in all aspects of the Florida Building Code. They must also be capable and comfortable dealing with members of the public who are unfamiliar with building code technicalities and terminology, as well as with Village staff and builders, contractors, inspectors, etc. on a daily basis.

The selected company shall provide its firms organizational background. The selected company shall provide a description of the firm's experience in providing similar work and a list of three (3) most recent references for which the Proposer has provided services (government agency references are preferred) and include a brief description of the services performed for each. The selected company must disclose any relevant information that the company believes demonstrates its qualification for the project and/or distinguishes the firm's proposal from other proposals.

The Firm shall be responsible for providing a qualified plans examiner, with a minimum of 5 (five) years' experience in the construction industry, who will enforce the current Florida Building Code and Village Code of Ordinances. This position reviews all construction trade plans for new single and multiple-family dwellings, all new non-residential development, and all residential and non-residential additions/re-models for compliance with codes

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PLAN REVIEW SERVICES

The selected company shall work with the Village during post disaster (natural or man-made) times in restoring Plan Review Services pursuant to the Florida Building Code and executive orders of the Governor.

Absent exigent circumstances, responses to public inquiries shall be made within twenty-four (24) hours of receipt by any of the Planning, Zoning, and Building's staff. Plan reviews shall be performed within five (5) business days of receipt/notification by the Village's Planning, Zoning, and Building Department.

Workloads for the Plans Examiner will vary based on need. Efficient and courteous customer service standards are an integral part of public interaction. Requests for information and service shall receive a timely reply within twenty-four (24) hours. The Village averages approximately 80 hours of plans examination a month.

Customer appointments shall be promptly attended as per pre-scheduled times. Firm employees, including but not limited to Plans Examiner, shall maintain all necessary licensure and certifications required to perform under this contract. Proof of such licensure/certifications and subsequent renewals shall be submitted to the Village. All sketches, tracings, drawing, computation details, designs, calculations, work papers and other documents and plans (etc.) that result from the firm providing services shall be the property of the Village. All records and information will require input in the Village's record-keeping system(s).

The selected company shall assign a person to Village's project and the expectations are that this person will be the point of contact for all activities on the account and will be responsible for making sure that all terms of the contract are executed according to the terms established. Disclose any relevant information that the firm believes demonstrates its qualifications for the project and/or distinguishes the firm's proposal from other proposals.

The Firm shall coordinate activities with the Village's Planning, Zoning, and Building Department Staff and County Fire Department Staff. The Firm shall review and maintain all records required by the Federal Emergency Management Agency (FEMA) in association with the processing of building permits in the format required by FEMA. The Firm shall maintain the necessary education/certification and data to ensure an acceptable ISO (Insurance Service Office) rating as related to the National Flood Insurance Program (NFIP).

Other duties include providing, in the near future, an electronic plan review submittal and markup management system.

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PLAN REVIEW SERVICES

RFP PROCESS

Request for Proposal

Request for Proposals documents are available beginning **April 20, 2023**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from (a) www.DemandStar.com; (b) contact the Village Procurement Specialist, Theresa L. Gonzalez, at procurement@vpsfl.org; (c) call the Finance Department office at (561) 584-8200 ext. 8447.

Schedule of Events

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	04/27/2023	N/A
Deadline for Written Questions	05/11/2023	4:00 P.M.
Final Date for Addendum	05/18/2023	4:00 P.M.
Due Date	05/23/2023	2:00 P.M.
Consideration/Award by Village Council	07/13/2023	6:30 P.M.

Award of the Contract by Village Council

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

Evaluation and Scoring

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm. In the event there is only one responsive responsible response a selection committee shall not be required to be appointed.

The Evaluation Criteria is made up of the categories below that collectively represent a Total Point Value of 100 points, as described herein. The points indicated below as "Potential Points" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

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1. **Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the firm, including key personnel. This includes certification of staff, relevant knowledge, and experience on similar projects that will translate into the successful execution of the project.
2. **Experience and Expertise:** Teams will be evaluated based on their experience on similar projects, experience working with government agencies, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, problems encountered, and the means to solve them.
3. **Firm Location, Project Delivery, and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured. Include a detailed time schedule for the start and completion of the project. Firm location considering how it impacts maintaining effective communication between the Village and Consultant.
4. **Firm's Resources, Personnel Availability, and Commitment:** The firm shall demonstrate a commitment to ensuring the Village's interests are met by completing projects on time and within budget. The firm must also demonstrate flexibility to complete projects per the Village's specifications. Provide availability of the project manager, key personnel, and consultants as a percentage of their total work effort that will be devoted to the proposed project.
5. **Fees for Professional Services:** The firm must provide a detailed itemization of the cost of services. The proposal should provide the total, all-inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out-of-pocket expenses. If additional work is requested outside the Scope of Services of this project, the Village reserves the right to negotiate a fixed fee for such services.
6. **References:** References will be evaluated based on their ratings, how relevant the project is to this RFP, and specific comments provided by the references.

<u>EVALUATION CATEGORIES</u>	<u>POTENTIAL POINTS</u>
Qualification of Team	15
Experience and Expertise	20
Project Delivery and Approach	15
Firm's Resources, Personnel Availability & Commitment	15
Fees for Professional Services	25
References	10
Total of Points	100

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative Total Points will be ranked 1, the next greatest total ranked 2, etc.

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In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

The Selection Committee may request firms to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest-ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the RFP Process or Submission Requirements, please submit your questions via email to the Procurement Specialist at procurement@vpsfl.org.

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SUBMISSION REQUIREMENTS

Project Name: Plan Review Services

Proposal Number: RFP 2023R-002

The following items must be included in the proposal response:

1. Letter of Interest on your company's letterhead
2. Required documentation support requested in the Scope of Services
3. Copy of Submission Requirements form
4. Price Schedule Proposal Form
5. Attachments A -J
6. E-Verify Support (Memorandum of Understanding)
7. W-9 Form
8. Certificate of Liability Insurance
9. Supplemental Forms (i.e. license/certification)

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

DATE: _____

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PRICE SCHEDULE PROPOSAL SUBMITTAL FORM

Item No. 1	Description Services (Per Person)	Bid Price (Per Hour)
1.	Review and process construction plans for obtaining building permits.	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour
3.	Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour
4	Review and process construction plans for Natural Disaster Services for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ _____ per hour

***PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Firm Name _____ Date _____

*Signature _____ Print Name _____ Print Title _____

Telephone _____ Email Address _____

Toll Free # _____ Fax # _____

Applicable License(s) # _____ Type _____

Federal Identification Number _____

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ATTACHMENT A: PROPOSAL CERTIFICATION FORM
(Proposer must complete, sign, and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct, and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____
Addendum #	_____	Date of Addendum	_____

PROPOSER (firm name): _____

FIRM ADDRESS: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: _____

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

The Proposer shall select the appropriate box:

_____ Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

_____ Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

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ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

_____ **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

_____ Physical address within Village of Palm Springs limits

_____ Physical address outside of Village of Palm Springs but within Palm Beach County

_____ Physical address within the State of Florida

_____ **Non-local:** The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's **permanent** place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] _____ as
[Title:] _____ of [Name of Firm:] _____

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.

(Signature)

(Date)

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**ATTACHMENT D: VENDOR CONFLICT OF INTEREST
DISCLOSURE STATEMENT
INFORMATION AND INSTRUCTIONS**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

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

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

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

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

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INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

**VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

NAME OF VENDOR

NAME OF PERSON COMPLETING FORM

RELATIONSHIP TO VENDOR

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

CONTACT EMAIL ADDRESS

CELL PHONE NUMBER

This form is provided in connection with:

☐ Invitation to Bid (specify) _____

☒ Request for Proposal / Qualifications (specify) RFP 2023R-002

☐ Other (specify) _____

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1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.
2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.
3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

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4. List below the name(s), titles, and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

Under penalties of perjury, I declare that I have read the foregoing VENDOR CONFLICT OF INTEREST DISCLOSURE FORM and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.

Signature

Date

Printed Name

Title

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ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who,
being by me first duly sworn, made the following statement:

1. The business address of _____
(Firm name of Bidder/Proposer)

is _____.

2. My relationship to _____
(Firm name of Bidder/Proposer)

is _____.
(relationship such as a sole proprietor, partner, president, or vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without 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.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

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6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the _____ day of _____, 20____.

Notary Public

(Affix seal)

My commission expires

VILLAGE OF PALM SPRINGS
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ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR: By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20____, by _____, who is the _____ of _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary _____
My Commission expires: _____

VILLAGE OF PALM SPRINGS
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PLAN REVIEW SERVICES

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/ She is _____ of _____
____the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-002 Title: _____

- b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any
- e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

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- f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☐
or online ☐ notarization, this _____ day of _____, 2023
by _____

Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

VILLAGE OF PALM SPRINGS
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ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____

(Print or Type Name of Firm)

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

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

Authorized Signature

Date Signed

« « « « « Notary on the following page » » » » »

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

State of: _____

County of: _____

Sworn to and subscribed before me this day of _____, 20____ ☐ Personally known

or ☐ Produced Identification _____ .
(Specify Type of Identification)

Signature of Notary

[NOTARY STAMP]

Commission Expires: _____

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

Name

Title

Date

Signature

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: _____
(Company Name providing Reference)

Name/Title: _____
(Name and Title of Person providing Reference)

Project/Service: _____
(Project/Service which references are being provided)

Project Manager: _____
(Project for which references are being provided)

Telephone: _____ Fax: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes.		
6.	Rate the overall quality of the work.		

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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7.	Rate the technical competence of the firm and its personnel.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No		

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

Signature	Date
-----------	------



Submitted By:

Sunshine Building Inspection LLC

110 W Palmetto Road
Lake Worth, FL 33467
Tel: (561) 685-9769
Email: jnr174@gmail.com

RFP 2023-002

Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467

561-685-9769 jnr174@gmail.com

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Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467
561-685-9769 jnr174@gmail.com



Letter Of Interest

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

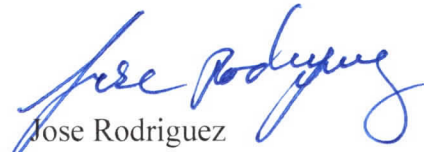
RE: RFP 2023R-002 Plan Review Services

To Whom It May Concern:

My name is Jose Rodriguez, and I am the owner of Sunshine Building Inspection, LLC. I am a Licensed Building Official, Building Inspector and Plans Examiner in all Disciplines. I am also a Certified Master Code Professional by the International Code Council. I have over 35 years of experience in the Construction Industry, I have 8 years of experience as a Licensed Plans Examiner. I currently am providing Plan Examiner Services for several municipalities (see references).

I am interested in providing these services for the Village of Palm Springs because I am located only five miles from the Building Department, am currently providing Plan Reviews services for the Village, and feel I am a good fit to provide the services. It is our philosophy to provide professional and efficient services. I can provide both electronic and paper plan reviews and provide pick-up and return services to the Building Department, on a timely basis. The turnaround time for most plan reviews is 72 hours, however rushed items can be completed the same day.

Thank you for your time in reviewing my proposal. I look forward to hearing from you.


Jose Rodriguez
Sunshine Building Inspection LLC

Sunshine Building Inspection, LLC

110 W Palmetto Road Lake Worth, Florida 33467
561-685-9769 jnr174@gmail.com



Scope of Services

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: RFP 2023R-002 Plan Review Services

The Scope of Services include:

*The provision of plan review services for various trades and disciplines, which include building, plumbing, electrical, mechanical, gas, and structural plans review services. All reviews are based on the Florida Building Code and the National Electrical Code.

*All licenses and certifications can be found as attachments.

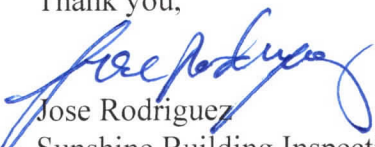
* As a Master Code Professional, I am well versed in all aspects and areas of the Florida Building Code and National Electrical Code.

*Extensive experience dealing with the public, including residents, contractors, builders, and Village Staff. Plan Review comments are provided via email to the applicants, when the documents submitted do not meet the Code Requirements. Responses to public inquiries shall be made within 24 hours.

The Organizational Background: Sunshine Building Inspection LLC is located in Lake Worth Florida and is owned and operated by Jose Rodriguez. Primary services provided include Building Official services, Plan Review and Inspections in all disciplines. Electronic and paper plan reviews, along with timely pick up and return services. Our mission is to provide exemplary services in Plan Review and Inspection Services, to meet the needs of the public.

References, along with services provided please see attachment.

Thank you,


Jose Rodriguez
Sunshine Building Inspection LLC

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

SUBMISSION REQUIREMENTS

Project Name: Plan Review Services

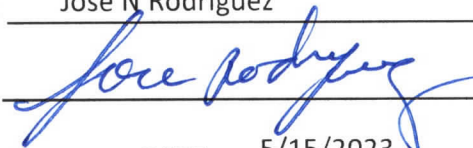
Proposal Number: RFP 2023R-002

The following items must be included in the proposal response:

1. Letter of Interest on your company's letterhead
2. Required documentation support requested in the Scope of Services
3. Copy of Submission Requirements form
4. Price Schedule Proposal Form
5. Attachments A -J
6. E-Verify Support (Memorandum of Understanding)
7. W-9 Form
8. Certificate of Liability Insurance
9. Supplemental Forms (i.e. license/certification)

PROPOSER (firm name): Sunshine Building Inspection LLC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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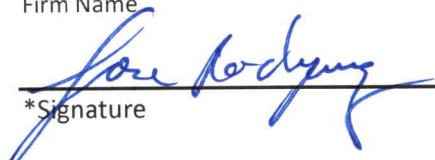
PRICE SCHEDULE PROPOSAL SUBMITTAL FORM

Item No. 1	Description Services (Per Person)	Bid Price (Per Hour)
1.	Review and process construction plans for obtaining building permits.	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>85.00</u> per hour
3.	Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>90.00</u> per hour
4	Review and process construction plans for Natural Disaster Services for obtaining building permits. (Includes pick up and drop off)	PLANS EXAMINER (BLDG, M, E, P, GAS) \$ <u>100.00</u> per hour

***PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR RFP)

By signature on this document, Proposer acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the Village's RFP solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the Village in official amendments prior to the submission time.

Sunshine Building Inspection LLC	5/15/2023
Firm Name	Date
	MGR
*Signature	Print Title
561-685-9769	jnr174@gmail.com
Telephone	Email Address
Toll Free #	Fax #
BU1936, PX3697, BN6782	Building Official, Plan Examiner, Inspector
Applicable License(s) #	Type
85-3655735	
Federal Identification Number	

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT A: PROPOSAL CERTIFICATION FORM
(Proposer must complete, sign, and return with the proposal)

I hereby certify that I am submitting my company's proposal and understand that by virtue of executing and returning with this proposal, this Proposal Certification Form, I certify that all information is correct, and I understand the contents and accept the conditions of the Request for Proposal and this Proposal Certification Form.

Acknowledgment of Addenda:

It is agreed that the proposer has received and understands all addenda issued by the Village.

The Proposer acknowledges receipt of supplement(s) as follows:

Addendum #	<u>1</u>	Date of Addendum	<u>5/12/2023</u>
Addendum #	<u> </u>	Date of Addendum	<u> </u>
Addendum #	<u> </u>	Date of Addendum	<u> </u>
Addendum #	<u> </u>	Date of Addendum	<u> </u>

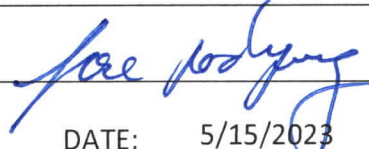
PROPOSER (firm name): Sunshine Building Inspection LLC

FIRM ADDRESS: 110 W Palmetto Road Lake Worth, FL 33467

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

EMAIL ADDRESS OF AUTHORIZED REPRESENTATIVE: jnr174@gmail.com

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE: 561-685-9769

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT B: ADDENDUM TO PROPOSAL CERTIFICATION FORM

As part of its proposal, the Proposer shall provide to the Village a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

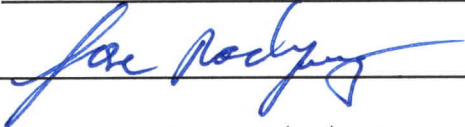
The Proposer shall select the appropriate box:

JNR Proposer certifies that Proposer has had no final adjudications in Florida of discrimination against subcontractors, vendors, suppliers or commercial customers in the immediate past 4 years.

N/A Proposer has attached to this form a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Proposer discriminated against its subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

PROPOSER (firm name): Sunshine Building Inspection LLC

PRINT NAME OF AUTHORIZED REPRESENTATIVE: Jose N Rodriguez

SIGNATURE OF AUTHORIZED REPRESENTATIVE: 

TITLE: MGR DATE: 5/15/2023

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT C: CERTIFICATION OF BUSINESS LOCATION FORM

I. Proposer is a:

 X **Local Business:** Local preference will be given to local businesses (entity or person) with a physical address within the village limits; second preference is within the county; and, third preference is within the state. Proof of the person's or entity's residency shall be a valid business tax receipt issued by the local government where the business is located. (Village of Palm Springs Code Section 58-14).

(Please indicate):

 Physical address within Village of Palm Springs limits

 X Physical address outside of Village of Palm Springs but within Palm Beach County

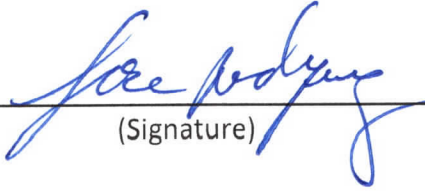
 Physical address within the State of Florida

 Non-local: The Proposer does not have a physical address within the State of Florida

II. For Local Businesses: The attached copy of the Proposer's Business Tax Receipt verifies the Proposer's permanent place of business.

THIS CERTIFICATION is submitted by [Name of Individual:] Jose N Rodriguez as
[Title:] MGR of [Name of Firm:] Sunshine Building Inspection LLC

who hereby certifies that the information stated above is true and correct and that the Business Tax Receipt if attached hereto is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the Proposer on this Certification will be considered an unethical business practice and be grounds for sanctions against future Village business.


(Signature)

5/15/2023
(Date)

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

**ATTACHMENT D: VENDOR CONFLICT OF INTEREST
DISCLOSURE STATEMENT
INFORMATION AND INSTRUCTIONS**

The award of this contract is subject to the provisions of Chapter 112, Part III, *Florida Statutes*, and section 6.02 of the Charter of the Village of Palm Springs. The Village requires all potential vendors, as defined herein, to complete and submit this Conflict of Interest Disclosure Statement in connection with any competitive purchase in excess of \$7,500.00.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members, public officials, and other key personnel involved in the award of this contract and to take appropriate remedial measures. The information disclosed will not necessarily be deemed a conflict of interest or result in disqualification. If you are unsure whether certain information is responsive, you should include it in the disclosure.

The original disclosure statement shall be maintained by the Village Clerk, with a copy retained by the Finance Department.

- The Village will not enter into any contract or purchase order with any vendor who fails or refuses to provide all information required in the disclosure form.
- For vendors consisting of partnerships or joint ventures, each member of the partnership or joint venture is required to complete and submit the form.
- Any vendor who provides incorrect, misleading, or incomplete information on the disclosure statement shall be disqualified from participation.
- If the Village discovers misleading, incorrect, or incomplete information on the disclosure statement subsequent to the execution of a contract, the contract will be voidable by the Village;
- Serious and/or repeated failure to provide complete and accurate information on the Conflict of Interest Disclosure Form may lead to suspension or debarment of the vendor pursuant to Sec. 58-16 of the Village Code.

DEFINITIONS

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

"Conflict of Interest" means a situation in which regard for a private interest tends to lead to disregard of a public duty or interest.

"Financial interest" means direct or indirect ownership or other interest that may result in special private gain or loss.

VILLAGE OF PALM SPRINGS
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“Person” means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

“Public Official” includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body.

“Relative” means an individual who is related to a public officer or employee as a father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step great grandparent, step-grandchild, step great-grandchild, a person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee.

“Vendor” means (1) any business entity or person submitting a response to an invitation to bid, request for proposals, request for qualifications, or other solicitation in connection with the procurement of goods or services; or (2) any business entity or person entering into a contract or purchase order in excess of \$7,500.00 with the Village.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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INSTRUCTIONS

Complete all lines as indicated. If the answer to any question is "None," so indicate. If an item does not apply, denote N/A (not applicable). If you cannot include the required information in the space provided, attach additional sheets as necessary.

**VILLAGE OF PALM SPRINGS
VENDOR CONFLICT OF INTEREST DISCLOSURE FORM**

NONE	
NAME OF VENDOR	
N/A	
NAME OF PERSON COMPLETING FORM	
N/A	
RELATIONSHIP TO VENDOR	
N/A	
ADDRESS	
N/A	
CITY, STATE, ZIP	TELEPHONE NUMBER
N/A	
CONTACT EMAIL ADDRESS	CELL PHONE NUMBER

This form is provided in connection with:

- ☐ Invitation to Bid (specify) _____
- ☒ Request for Proposal / Qualifications (specify) RFP 2023R-002
- ☐ Other (specify) _____

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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1. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having an **employment or contractual relationship with the Vendor** and describe the nature and extent of the relationship.

None

2. List below the name(s), titles and address(es) of all **relatives of public officials and employees** of the Village having an **employment or contractual relationship with the Vendor**, state to whom and how they are related, and describe the nature and extent of the employment or contractual relationship with the vendor.

None

3. List below the name(s), titles and address(es) of all **public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 1, above) and describe the nature and extent of the interest.

None

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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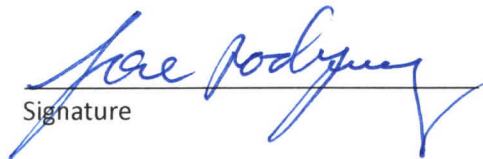
4. List below the name(s), titles, and address(es) of all **relatives of public officials and employees** of the Village having any direct or indirect **financial interest in the Vendor** (other than a relationship described in response to paragraph no. 2, above), state to whom and how they are related, and describe the nature and extent of the financial interest.

None

5. Describe any other circumstances of which you are aware that may give rise to a conflict of interest with respect to the award of the contract referenced above to the Vendor.

None

Under penalties of perjury, I declare that I have read the foregoing **VENDOR CONFLICT OF INTEREST DISCLOSURE FORM** and that the facts stated in it are true and complete to the best of my knowledge after diligent inquiry. I understand that any untrue or incomplete statements herein shall be cause for disqualification from participation in the proposed transaction. I further understand that I am under a continuing duty to supplement this form to correct any errors or omissions and to provide newly discovered information.



Signature

Jose N Rodriguez

Printed Name

5/15/2023

Date

MGR

Title

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT E: PUBLIC ENTITY CRIMES STATEMENT

(To be signed in the presence of a notary public or other
officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jose N Rodriguez, who,
being by me first duly sworn, made the following statement:

1. The business address of Sunshine Building Inspection LLC
(Firm name of Bidder/Proposer)

is Owner.
2. My relationship to Sunshine Building Inspection LLC
(Firm name of Bidder/Proposer)

is MGR
(relationship such as a sole proprietor, partner, president, or vice president)
3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without 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.
5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation 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; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

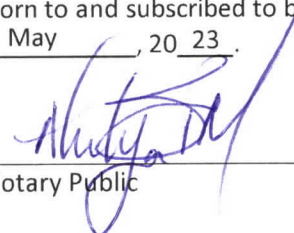
7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

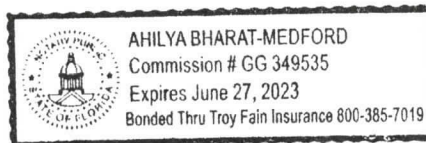
(Draw a line through Paragraph 7 if Paragraph 6 above applies.)


(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 15 day of May, 20 23.


Notary Public

06/27/2023
My commission expires



(Affix seal)

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT F: SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Jose N Rodriguez, on behalf of Sunshine Inspection LLC (hereinafter, the "Contractor"), hereby swear of affirm to the following certifications:

The Following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications ns apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

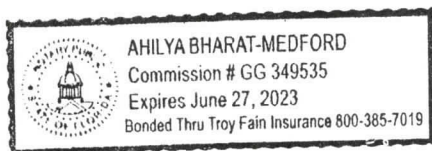
CONTRACTOR:

By: *Jose Rodriguez*
Name: Jose N Rodriguez
Title: MGR
Date: 5/15/2023

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 15 day of May, 20 23, by Jose N Rodriguez, who is the Owner of Sunshine Building Inspection LLC, who is personally known to me or who has produced _____ as identification.



NOTARY PUBLIC

Printed Name of Notary Ahilya Bharat - Medford
My Commission expires: 6/27/2023

Ahilya Bharat

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
RFP 2023R-002
PLAN REVIEW SERVICES

ATTACHMENT G: NON-COLLUSION AFFIDAVIT

STATE OF Florida
COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Jose N Rodriguez
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/ She is Owner of Sunshine Building Inspection LLC
the Proposer that has submitted a Qualification to perform work for the following:

RFP No. 2023R-002 Title: MGR

- b. He/ She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any
- e. overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.

VILLAGE OF PALM SPRINGS
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- f. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Signature

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence ☒
or online ☐ notarization, this 15 day of May, 2023
by Jose N Rodriguez



Signature of Notary



Commission Expires: 06/27/2023

VILLAGE OF PALM SPRINGS
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ATTACHMENT H: DRUG-FREE WORKPLACE CERTIFICATE

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

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

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



Authorized Signature
5/15/2023

Date Signed

« « « « « Notary on the following page » » » » »

VILLAGE OF PALM SPRINGS
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State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 15 day of May, 2023 ☒ Personally known

or ☐ Produced Identification _____
(Specify Type of Identification)



Signature of Notary



Commission Expires: 06/27/2023

VILLAGE OF PALM SPRINGS
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ATTACHMENT I: TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer:

Jose N Rodriguez
_____ Name
MGR
_____ Title
5/15/2023
_____ Date
 _____ Signature

VILLAGE OF PALM SPRINGS
REQUEST FOR PROPOSALS
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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Town of Indian River Shores
(Company Name providing Reference)

Name/Title: Jim Harpring Town Manager
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing
(Project for which references are being provided)

Telephone: 772-231-1771 X225 Fax: _____

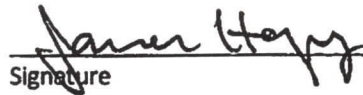
Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Jose is selfless in his dedication of time and expertise.
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	Extremely responsive with a high level of expertise.
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	Very good at understanding our needs.
4.	Rate how well the firm met the major schedule milestones for the project.	5	Always timely!
5.	Rate the firm's success at minimizing and controlling potential mistakes.	5	I relied heavily on Jose for quality control.
6.	Rate the overall quality of the work.	5	Exemplary

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7.	Rate the technical competence of the firm and its personnel.	5	Highly proficient in all areas
8.	Rate the integrity and professionalism of the firm.	5	unquestioned integrity and professionalism
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No	Yes	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent

 5/19/23
Signature Date

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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Village of North Palm Beach
(Company Name providing Reference)

Name/Title: Wayne Cameron Building official
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner and Inspection Services
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing
(Project for which references are being provided)

Telephone: 561-841-3365

email permits@village-npb.org
~~Fax:~~

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes.	5	
6.	Rate the overall quality of the work.	5	

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7.	Rate the technical competence of the firm and its personnel.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes -- No	YES	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent


Signature

5/15/23
Date

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ATTACHMENT J: REFERENCE FORM

RFP Number & Title: 2023R-002 Plan Review Services

Reference: Village of Palm Springs
(Company Name providing Reference)

Name/Title: Iramis Cabrera Planning, Zoning & Building Director
(Name and Title of Person providing Reference)

Project/Service: Plan Examiner
(Project/Service which references are being provided)

Project Manager: Building, Mechanical, Electrical & Plumbing Plan Review
(Project for which references are being provided)

Telephone: 561-965-4010 Fax: 561-965-0899

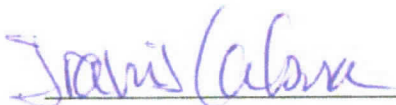
Describe the scope of work of the contract awarded by your company/agency to this contractor:

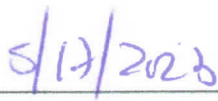
No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes.	4	We've only had one issue where plans were stamped but not signed and this was resolved immediately.
6.	Rate the overall quality of the work.	5	

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7.	Rate the technical competence of the firm and its personnel.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes – No	Yes	

Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent


Signature


Date



Company ID Number: 2052861

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Sunshine Building (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



Company ID Number: 2052861

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 2052861

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 2052861

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 2052861

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 2052861

Approved by:

Employer Sunshine Building Inspection LLC	
Name (Please Type or Print) Jose N Rodriguez	Title MGR
Signature Electronically Signed	Date 01/05/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/05/2023



Company ID Number: 2052861

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sunshine Building Inspection LLC
Company Facility Address	110 W PALMETTO RD LAKE WORTH, FL 33467
Company Alternate Address	110 W PALMETTO RD LAKE WORTH, FL 33467
County or Parish	PALM BEACH
Employer Identification Number	853655735
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



Company ID Number: 2052861



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL	1
----	---



Company ID Number: 2052861

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Jose N Rodriquez
Phone Number	5616859769
Fax	
Email	inr174@aail.com



Company ID Number: 2052861



This list represents the first 20 Program Administrators listed for this company.

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SUNSHINE BUILDING INSPECTION LLC

2 Business name/disregarded entity name, if different from above

SAME

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

110 W PALMETTO ROAD

6 City, state, and ZIP code

LAKE WORTH, FLORIDA 33467

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - _____

or

Employer identification number

8 5 - 3 6 5 5 7 3 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

Free Rodriguez
4-30-2023

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, New York 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): E-MAIL ADDRESS: contact@hiscox.com
INSURED SUNSHINE BUILDING INSPECTIONS SERVICES 110 WEST PALMETTO ROAD LAKE WORTH, FL 33467	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		P100.690.520.3	10/27/2022	10/27/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		P100.689.863.3	10/27/2022	10/27/2023	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Plan Examiner and Building Inspections

CERTIFICATE HOLDERVillage of Palm Springs
226 Cypress Ln
Palm Springs, Florida 33461**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE							Date 1/7/2023		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.				
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage			NAIC #	
					Insurer A: Lion Insurance Company			11075	
					Insurer B:				
					Insurer C:				
					Insurer D:				
Insurer E:									
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.									
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits			
		GENERAL LIABILITY				Each Occurrence			
		☐ Commercial General Liability				Damage to rented premises (EA occurrence)			
		☐ Claims Made ☐ Occur				Med Exp			
						Personal Adv Injury			
		General aggregate limit applies per:				General Aggregate			
		☐ Policy ☐ Project ☐ LOC				Products - Comp/Op Agg			
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)			
		☐ Any Auto				Bodily Injury (Per Person)			
		☐ All Owned Autos				Bodily Injury (Per Accident)			
		☐ Scheduled Autos				Property Damage (Per Accident)			
		☐ Hired Autos							
		☐ Non-Owned Autos							
		EXCESS/UMBRELLA LIABILITY				Each Occurrence			
		☐ Occur ☐ Claims Made				Aggregate			
		☐ Deductible							
A		Workers Compensation and Employers' Liability	WC 71949	01/01/2023	01/01/2024	X WC Statutory Limits	OTH-ER		
		Any proprietor/partner/executive officer/member excluded? NO				E.L. Each Accident \$1,000,000			
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee \$1,000,000			
		E.L. Disease - Policy Limits \$1,000,000							
Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616						
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:									
Client ID: 84-60-010 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sunshine Building Inspection LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s) , while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by emailing a request to certificates@lioninsurancecompany.com Project Name: ISSUE 08-24-22 (BP). REISSUE 01-07-23 (KLT)									
Begin Date: 8/16/2022									
CERTIFICATE HOLDER					CANCELLATION				
VILLAGE OF PALM SPRINGS 226 CYPRESS LANE PALM SPRINGS, FL 33461					Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. 				

CERTIFICATE OF LIABILITY INSURANCE							Date 8/24/2022							
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.									
Insured: South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					Insurers Affording Coverage		NAIC #							
					Insurer A: Lion Insurance Company		11075							
					Insurer B:									
					Insurer C:									
					Insurer D:									
Insurer E:														
Coverages The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.														
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date(MM/DD/YY)	Limits								
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence								
		Damage to rented premises (EA occurrence)												
		Med Exp												
		Personal Adv Injury												
		General Aggregate												
		Products - Comp/Op Agg												
							AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit (EA Accident)			
Bodily Injury (Per Person)														
Bodily Injury (Per Accident)														
Property Damage (Per Accident)														
												Each Occurrence		
												Aggregate		
A		Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below.	WC 71949	01/01/2022	01/01/2023	☒ WC Statutory Limits	OTH-ER							
						E.L. Each Accident		\$1,000,000						
						E.L. Disease - Ea Employee		\$1,000,000						
						E.L. Disease - Policy Limits		\$1,000,000						
						Other			Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616					
Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:														
Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Sunshine Building Inspection LLC Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com														
Project Name: ISSUE 08-24-22 (BP)														
Begin Date: 8/16/2022														
CERTIFICATE HOLDER					CANCELLATION									
VILLAGE OF PALM SPRINGS 226 CYPRESS LANE PALM SPRINGS, FL 33461					Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.									

Progressive
P.O. Box 94739
Cleveland, OH 44101
1-800-895-2886

PROGRESSIVE
COMMERCIAL

Policy number: 969683256

Underwritten by:
Progressive Express Ins Company
NAIC Number: 10193
May 14, 2023
Page 1 of 1

Certificate of Insurance

Certificate Holder

Additional Insured
Village of Palm Springs
226 Cypress Ln
Palm Springs, FL 33461

Insured

Sunshine Building Inspection LLC
110 W PALMETTO RD
LAKE WORTH, FL 33467

Agent

PROG COMMERCIAL
PO BOX 94739
CLEVELAND, OH 44101

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies. Liability coverage may not apply to all scheduled vehicles.

Policy Effective Date: May 12, 2023

Policy Expiration Date: Nov 12, 2023

Insurance coverage(s)

Bodily Injury/Property Damage
Uninsured Motorist -Nonstacked
Personal Injury Protection

Limits

\$10,000/\$20,000/\$10,000
\$10,000/\$20,000
\$10,000 w/\$0 Ded - Named Insured Only

Description of Location/Vehicles/Special Items

Scheduled autos only

2019 TOYOTA TUNDRA 5TFRM5F13KX144628

Medical Payments	\$1,000
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.





INTERNATIONAL CODE COUNCIL

Jose Rodriguez

The International Code Council attests that the individual named on this certificate has satisfactorily demonstrated knowledge as required by the International Code Council by successfully completing the prescribed written examinations based on codes and standards then in effect, and is hereby issued this certification as:

MASTER CODE PROFESSIONAL

Given this day of July 22, 2020

Certificate No. 8921542

Greg Wheeler, CBO
President, Board of Directors

Dominic Sims, CBO
Chief Executive Officer



mcp
MASTER CODE
PROFESSIONAL

Ron DeSantis, Governor



Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE BUILDING CODE ADMINISTRATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: BU1936

EXPIRATION DATE: NOVEMBER 30, 2023

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

PLUM, BLDG, MECH, ELEC

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: PX3697

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor



Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD RESIDENTIAL PLANS EXAMINER HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

RODRIGUEZ, JOSE NESTOR

1110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: RPX264

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR

THE STANDARD INSPECTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES
CCI, PLUM, BLDG, RESI, ELEC, MECH

RODRIGUEZ, JOSE NESTOR

110 W PALMETTO RD
LAKE WORTH FL 33467

LICENSE NUMBER: BN6782

EXPIRATION DATE: NOVEMBER 30, 2023

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ASSOCIATION OF STATE

FLOODPLAIN MANAGERS, INC.

CERTIFICATION BOARD OF REGENTS

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Jose N. Rodriguez, CFM

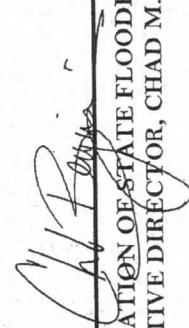
IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-18-10322, ISSUED 4/13/2018. THIS
CERTIFICATE SHALL EXPIRE 7/31/2024, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.



CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM



ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM





ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

110 West PALMETTO RD
LAKE WORTH, FL 33467

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
54-0050 Building Code Administrator	RODRIGUEZ JOSE NESTOR	BU1936	B22.618945 - 08/02/22	\$33.00	B40183761

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2021141123
EXPIRES: SEPTEMBER 30, 2023



26
6 - 9719

SUNSHINE BUILDING INSPECTION LLC
SUNSHINE BUILDING INSPECTION LLC
110 W PALMETTO RD
LAKE WORTH FL 33467-4831



This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-584-8200 • www.vpsfl.org

PLAN REVIEW SERVICES

Addendum No. 1

May 12, 2023

BIDS DUE: 2:00 PM, Local Time, 05/23/2023

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **Plan Review Services** project, fully and completely as if the same were fully set forth herein.

IN THE SPECIAL CONDITIONS

1. Section 61. Insurance, (d):

Exclude:

The Automobile Liability Insurance requirements

Replace with:

Vendors must show proof of Automobile Liability Insurance within their proposal.

IN THE SUBMISSION REQUIREMENTS

1. Item 6. E-Verify Support (Memorandum of Understanding)

Include:

The E-Verify Support (Memorandum of Understanding) is a form that must be provided by the Proposer. The proposer can obtain the MOU through the website www.e-verify.gov. This MOU will list the registered entity (proposer).

Receipt acknowledged and conditions agreed to the 14 day of May, 2023.
Sunshine Building Inspection LLC Jose Rodriguez
Bidder By

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

Question 1: The Scope of Services for this RFP requires a list of three most recent references for whom proposers have provided similar work. We understand Attachment J (Reference Form) is also part of the Submission Requirements. Please clarify:
How many copies of Attachment J must respondents provide with proposals? Are the reference forms required to be the same as the list of references for similar work

Response 1: **Attachment J needs to be used for the three most recent references of similar work. The proposal package should contain at minimum 3 copies of Attachment J (one for each reference).**

Question 2: On Page 25 of the subject RFP, Section Submission Requirements, Item No. 6 “E-Verify Support (Memorandum of Understanding)”.

- Please clarify if the Village will be providing an E-Verify Support (Memorandum of Understanding Form or if the Proposer must provide documentation.
- If the Proposer must provide documentation, please clarify what is required in accordance with the RFP.

Response 2: **The E-Verify Support (Memorandum of Understanding) is a form that must be provided by the Proposer. The proposer can obtain the MOU through the website www.e-verify.gov. This MOU will list the registered entity (proposer).**

Question 3:

Response 3:

Question 4:

Response 4:

Question 5:

Response 5:

Question 6:

Response 6:

Question 7:

Response 7:

Question 8:

Response 8:

Question 9:

Response 9:

Question 10:

Response 10:



SCORING EVALUATION SHEET FOR RFP #2023-002
PLAN REVIEW SERVICES
 June 30, 2023

Selection Member	<u>Universal</u>	<u>Nader</u>	<u>*CAP</u>	<u>*Sunshine</u>
Juan Rodriguez	96	81	98	98
Pisurki Rodriguez	95	50	95	75
Iramis Cabrera	74	25	85	98
Joey Sanders	90	66	85	90
Ed Horton	94	81	93	95
(Wayne Cameron - Emergency Absence)	84	34	79	90
TOTAL POINTS	533	337	535	546

* Corrected Re-Scoring

NOTE: Wayne Cameron was absent from the Selection Committee meeting due to an emergency; however, he submitted his scoring sheet. - (Kimberly Wynn - Village Clerk)



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Utilities

ITEM #5: Resolution No. 2023-36 Approve Utility Accounts Write-Offs-Utilities Department (FY 2023)

SUMMARY: The Utilities Department is responsible for providing the treatment and delivery of the highest quality potable water and the collection and treatment/disposal of wastewater (sewer) services to our residents, businesses, and customers while ensuring full compliance with all local, state and federal environmental regulatory agencies. Village operations performed through an Enterprise Fund require that all expenditures support the services and products provided to support the revenues collected.

The Village's Water & Sewer Enterprise Fund was established as a separate accounting fund and followed generally accepted accounting principles prescribed by the Governmental Accounting Standards Board (GASB). As a proprietary fund, the Water & Sewer Enterprise Fund is self-supporting in that the services rendered by the fund are generally financed through user charges or on a cost-reimbursement basis. As a result, timely and current payment of the Village's utility billings is necessary to ensure the sufficiency of revenues to cover current and future utility expenses, which include operating expenses, renewal, and replacement expenses, transfers to the General Fund, and capacity-related expenses.

As in any large-scale business enterprise, some of the utilities' revenues are expected to become uncollectible. Due to several factors, including:

1. Outstanding balances remain on accounts after tenants abandon their properties, and the security deposits are insufficient to cover outstanding balances.
2. Vacant properties that generate a Readiness-to Serve charge, and the owners cannot pay.
3. Utility office staff inadvertently overlook outstanding balances from a previous owner(s) before establishing an account for a new owner. Supervisory oversight and standard operating policies are in place to limit this.

The staff in the Utilities Customer Service Division work to minimize the aging of delinquent accounts through the following actions and initiatives:

1. Every account is reviewed for outstanding balances when a new customer comes in to establish a new account.
2. Lien search requests are provided to patrons/owners or title companies with updated past due or current balances.

3. Tenants, including occupants, listed on the lease presented during a new service activation are carefully reviewed for any outstanding balances, which must be satisfied before establishing the new service.
4. New owners must undergo a lien search before establishing a new service, and outstanding balances will be identified (and hopefully paid) in the search results.

When all of the above efforts have failed, Chapter 78 - Utilities - Division 1. Generally, Sec. 78-40 Billing delinquencies of the Village's Code of Ordinances (in addition to other sections of the Code) provides the Village with the authorization to attempt to collect delinquent utility fees. However, if the Village is unable to collect these amounts, and they are more than four (4) years past due because of a statute of limitations preventing certain actions after a while, Florida Statute Section 95.11(3)(p).

Thus, the Village's Utility staff requests that the Council consider declaring \$49,730.32 uncollectable from October 1, 2018, through September 30, 2019, due to customer non-payment. If approved, the amount may be uncollectable; however, the Village will continue to look to collect a portion of this amount due to property sales and/or customers opening new accounts.

The proposed FY 2023 write-off journal was prepared by the Public Service's Customer Relations Supervisor and reviewed by the Finance Department before review by the Utilities Director and the Assistant Utilities Director.

The proposed write-offs, if approved, would provide a more transparent mechanism for the annual discharge of bad debts from uncollectible utility customer accounts receivable balances under generally accepted accounting principles (GAAP). After the accounts are written off as uncollectible, the amounts will become expended as bad debt, and the Village will remove the associated unrealized amounts from its records. This provides for a more accurate representation of the financial health of the utility enterprise fund.

Due to the amount requested to be written off and for transparency, utility write-offs are presented before the Council annually for approval before they are posted.

FISCAL IMPACT:

The Utilities Department is requesting that the Village Council authorize \$49,730.32 in uncollectible fees which originated at least four (4) years ago (during the period from October 1, 2018, through September 30, 2019) as a result of the non-payment of customers' bills.

ATTACHMENTS:

1. Resolution No. 2023-36 Write-Off Utility Accounts
2. Village of Palm Springs Utilities Write-Off Journal - FY 2023 Available in the Village Clerk's Office
3. Palm Springs, FL Code of Ordinances - Chapter 78-40 Billing Delinquencies
4. Florida State Statutes Section 95-11 Limitations Other Than for the Recovery of Real Property

RESOLUTION NO. 2023-36

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING WRITE-OFFS FROM VILLAGE UTILITY ACCOUNTS; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs provides water and wastewater services to its residents and bills the residents for those services; and,

WHEREAS, despite the efforts of the public services department to provide for collection of those bills, not all bills are able to be collected in a fiscally responsible manner; and

WHEREAS, the amounts listed on the exhibit to this resolution are deemed to be non-collectable as they are over four years old or for other reasons that would not allow the collection by the Village in a fiscally responsible manner; and,

WHEREAS, the Village Council has determined that it is in the best interest of the Village of Palm Springs to adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA AS FOLLOWS:

Section 1. Incorporation The foregoing recitals are incorporated into this resolution as true and correct statements.

Section 2. Approval of Write-offs. The Village Council hereby approves the write-offs to its utility accounts as shown on the attached list.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, or portion of this resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Resolution No. 2023-36 - 2018 Uncollectible Utility Write-Off Accounts (FY2023)

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with the provision of this resolution are hereby repealed.

Section 5. Effective Date. This resolution shall take effect immediately upon its adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVERLY SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of _____ 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEVERLY SMITH, MAYOR

ATTEST:

KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY

Village of Palm Springs Utilities Write-Off Journal - FY 2023 Available in the Village Clerk's Office

Sec. 78-40. - Billing delinquencies.

Bills for water and wastewater service shall be due and payable when rendered. If the bills are not paid by the due date shown on the bill, a late charge for each month, or portion thereof, will be charged to the user and service may be disconnected as provided in this article. A fee in the amount established by resolution of the village council for disconnection shall be paid by the delinquent user. If the user, or any person under the user's control or direction, damages the lock placed on the meter or in other ways continues to receive water once it has been cut off, the user shall be assessed an additional fee established by resolution of the village council. If the village is required to remove the water meter to prevent water from being taken, the user shall be assessed a fee established by resolution of the village council to reconnect the meter. The village may, in the event of discontinuing service, apply all or part of the security deposit held on the account to the delinquent account. If the user shall thereafter request reinstitution of service, such user shall deposit with the village a new security deposit as required under this article.

(Code 1994, § 66-45; Ord. No. 2009-12, § 2, 8-27-2009)

State Law reference— Limitations on liens, etc., F.S. § 180.135.

The Florida Senate

2014 Florida Statutes

<u>Title VIII</u> LIMITATIONS	<u>Chapter 95</u> LIMITATIONS OF ACTIONS; ADVERSE POSSESSION <u>Entire Chapter</u>	SECTION 11 Limitations other than for the recovery of real property.
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95.11 Limitations other than for the recovery of real property.— Actions other than for recovery of real property shall be commenced as follows:

- (1) WITHIN TWENTY YEARS.— An action on a judgment or decree of a court of record in this state.
- (2) WITHIN FIVE YEARS.—
 - (a) An action on a judgment or decree of any court, not of record, of this state or any court of the United States, any other state or territory in the United States, or a foreign country.
 - ¹(b) A legal or equitable action on a contract, obligation, or liability founded on a written instrument, except for an action to enforce a claim against a payment bond, which shall be governed by the applicable provisions of paragraph (5)(e), s. [255.05](#)(10), s. [337.18](#)(1), or s. [713.23](#)(1)(e), and except for an action for a deficiency judgment governed by paragraph (5)(h).
 - (c) An action to foreclose a mortgage.
 - (d) An action alleging a willful violation of s. [448.110](#).
 - (e) Notwithstanding paragraph (b), an action for breach of a property insurance contract, with the period running from the date of loss.
 - (3) WITHIN FOUR YEARS.—
 - (a) An action founded on negligence.
 - (b) An action relating to the determination of paternity, with the time running from the date the child reaches the age of majority.
 - (c) An action founded on the design, planning, or construction of an improvement to real property, with the time running from the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest; except that, when the action involves a latent defect, the time runs from the time the defect is discovered or should have been discovered with the exercise of due diligence. In any event, the action must be commenced within 10 years after the date of actual possession by the owner, the date of the issuance of a certificate of occupancy, the date of abandonment of construction if not completed, or the date of completion or termination of the contract between the professional engineer, registered architect, or licensed contractor and his or her employer, whichever date is latest.
 - (d) An action to recover public money or property held by a public officer or employee, or former public officer or employee, and obtained during, or as a result of, his or her public office or employment.
 - (e) An action for injury to a person founded on the design, manufacture, distribution, or sale of personal property that is not permanently incorporated in an improvement to real property, including fixtures.
 - (f) An action founded on a statutory liability.
 - (g) An action for trespass on real property.
 - (h) An action for taking, detaining, or injuring personal property.
 - (i) An action to recover specific personal property.
 - (j) A legal or equitable action founded on fraud.
 - (k) A legal or equitable action on a contract, obligation, or liability not founded on a written instrument, including an action for the sale and delivery of goods, wares, and merchandise, and on store accounts.
 - (l) An action to rescind a contract.
 - (m) An action for money paid to any governmental authority by mistake or inadvertence.

- (n) An action for a statutory penalty or forfeiture.
- (o) An action for assault, battery, false arrest, malicious prosecution, malicious interference, false imprisonment, or any other intentional tort, except as provided in subsections (4), (5), and (7).
- (p) Any action not specifically provided for in these statutes.
- (q) An action alleging a violation, other than a willful violation, of s. [448.110](#).
- (4) WITHIN TWO YEARS.—
 - (a) An action for professional malpractice, other than medical malpractice, whether founded on contract or tort; provided that the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence. However, the limitation of actions herein for professional malpractice shall be limited to persons in privity with the professional.
 - (b) An action for medical malpractice shall be commenced within 2 years from the time the incident giving rise to the action occurred or within 2 years from the time the incident is discovered, or should have been discovered with the exercise of due diligence; however, in no event shall the action be commenced later than 4 years from the date of the incident or occurrence out of which the cause of action accrued, except that this 4-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. An "action for medical malpractice" is defined as a claim in tort or in contract for damages because of the death, injury, or monetary loss to any person arising out of any medical, dental, or surgical diagnosis, treatment, or care by any provider of health care. The limitation of actions within this subsection shall be limited to the health care provider and persons in privity with the provider of health care. In those actions covered by this paragraph in which it can be shown that fraud, concealment, or intentional misrepresentation of fact prevented the discovery of the injury the period of limitations is extended forward 2 years from the time that the injury is discovered or should have been discovered with the exercise of due diligence, but in no event to exceed 7 years from the date the incident giving rise to the injury occurred, except that this 7-year period shall not bar an action brought on behalf of a minor on or before the child's eighth birthday. This paragraph shall not apply to actions for which ss. [766.301-766.316](#) provide the exclusive remedy.
 - (c) An action to recover wages or overtime or damages or penalties concerning payment of wages and overtime.
 - (d) An action for wrongful death.
 - (e) An action founded upon a violation of any provision of chapter 517, with the period running from the time the facts giving rise to the cause of action were discovered or should have been discovered with the exercise of due diligence, but not more than 5 years from the date such violation occurred.
 - (f) An action for personal injury caused by contact with or exposure to phenoxy herbicides while serving either as a civilian or as a member of the Armed Forces of the United States during the period January 1, 1962, through May 7, 1975; the period of limitations shall run from the time the cause of action is discovered or should have been discovered with the exercise of due diligence.
 - (g) An action for libel or slander.
- (5) WITHIN ONE YEAR.—
 - (a) An action for specific performance of a contract.
 - (b) An action to enforce an equitable lien arising from the furnishing of labor, services, or material for the improvement of real property.
 - (c) An action to enforce rights under the Uniform Commercial Code—Letters of Credit, chapter 675.
 - (d) An action against any guaranty association and its insured, with the period running from the date of the deadline for filing claims in the order of liquidation.
 - (e) Except for actions governed by s. [255.05](#)(10), s. [337.18](#)(1), or s. [713.23](#)(1)(e), an action to enforce any claim against a payment bond on which the principal is a contractor, subcontractor, or sub-subcontractor as defined in s. [713.01](#), for private work as well as public work, from the last furnishing of labor, services, or materials or from the last furnishing of labor, services, or materials by the contractor if the contractor is the principal on a bond on the same construction project, whichever is later.
 - (f) Except for actions described in subsection (8), a petition for extraordinary writ, other than a petition challenging a criminal conviction, filed by or on behalf of a prisoner as defined in s. [57.085](#).

(g) Except for actions described in subsection (8), an action brought by or on behalf of a prisoner, as defined in s. [57.085](#), relating to the conditions of the prisoner's confinement.

¹(h) An action to enforce a claim of a deficiency related to a note secured by a mortgage against a residential property that is a one-family to four-family dwelling unit. The limitations period shall commence on the day after the certificate is issued by the clerk of court or the day after the mortgagee accepts a deed in lieu of foreclosure.

(6) LACHES.—Laches shall bar any action unless it is commenced within the time provided for legal actions concerning the same subject matter regardless of lack of knowledge by the person sought to be held liable that the person alleging liability would assert his or her rights and whether the person sought to be held liable is injured or prejudiced by the delay. This subsection shall not affect application of laches at an earlier time in accordance with law.

(7) FOR INTENTIONAL TORTS BASED ON ABUSE.—An action founded on alleged abuse, as defined in s. [39.01](#), s. [415.102](#), or s. [984.03](#), or incest, as defined in s. [826.04](#), may be commenced at any time within 7 years after the age of majority, or within 4 years after the injured person leaves the dependency of the abuser, or within 4 years from the time of discovery by the injured party of both the injury and the causal relationship between the injury and the abuse, whichever occurs later.

(8) WITHIN 30 DAYS FOR ACTIONS CHALLENGING CORRECTIONAL DISCIPLINARY PROCEEDINGS.—Any court action challenging prisoner disciplinary proceedings conducted by the Department of Corrections pursuant to s. [944.28](#)(2) must be commenced within 30 days after final disposition of the prisoner disciplinary proceedings through the administrative grievance process under chapter 33, Florida Administrative Code. Any action challenging prisoner disciplinary proceedings shall be barred by the court unless it is commenced within the time period provided by this section.

(9) SEXUAL BATTERY OFFENSES ON VICTIMS UNDER AGE 16.—An action related to an act constituting a violation of s. [794.011](#) involving a victim who was under the age of 16 at the time of the act may be commenced at any time. This subsection applies to any such action other than one which would have been time barred on or before July 1, 2010.

(10) FOR INTENTIONAL TORTS RESULTING IN DEATH FROM ACTS DESCRIBED IN S. [782.04](#) OR S. [782.07](#).—Notwithstanding paragraph (4)(d), an action for wrongful death seeking damages authorized under s. [768.21](#) brought against a natural person for an intentional tort resulting in death from acts described in s. [782.04](#) or s. [782.07](#) may be commenced at any time. This subsection shall not be construed to require an arrest, the filing of formal criminal charges, or a conviction for a violation of s. [782.04](#) or s. [782.07](#) as a condition for filing a civil action.

(11) COURT COSTS AND FINES.—Notwithstanding subsection (1), an action to collect court costs, fees, or fines owed to the state may be commenced at any time.

History.—s. 10, ch. 1869, 1872; s. 1, ch. 3900, 1889; RS 1294; GS 1725; s. 10, ch. 7838, 1919; RGS 2939; CGL 4663; s. 1, ch. 21892, 1943; s. 7, ch. 24337, 1947; s. 24, ch. 57-1; s. 1, ch. 59-188; s. 1, ch. 67-284; s. 1, ch. 71-254; s. 30, ch. 73-333; s. 7, ch. 74-382; s. 7, ch. 75-9; s. 1, ch. 77-174; s. 11, ch. 78-435; s. 1, ch. 80-322; s. 34, ch. 83-38; s. 1, ch. 84-13; s. 1, ch. 85-63; s. 139, ch. 86-220; s. 1, ch. 86-231; s. 1, ch. 86-272; s. 1, ch. 88-397; s. 20, ch. 90-109; s. 1, ch. 92-102; s. 520, ch. 95-147; s. 2, ch. 95-283; s. 4, ch. 96-106; s. 1, ch. 96-167; s. 15, ch. 98-280; s. 2, ch. 99-5; s. 12, ch. 99-137; s. 2, ch. 2001-211; s. 15, ch. 2005-230; s. 1, ch. 2005-353; s. 1, ch. 2006-145; s. 2, ch. 2010-45; s. 1, ch. 2010-54; s. 1, ch. 2011-39; s. 13, ch. 2012-100; s. 1, ch. 2012-211; s. 1, ch. 2013-137.

¹**Note.**—Section 2, ch. 2013-137, provides that “[t]he amendments made by this act to s. 95.11, Florida Statutes, apply to any action commenced on or after July 1, 2013, regardless of when the cause of action accrued. However, any action that would not have been barred under s. 95.11(2)(b), Florida Statutes 2012, before the effective date of this act must be commenced within 5 years after the action accrued or by July 1, 2014, whichever occurs first.”

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Administration

ITEM #6: Approval of Agreement - Foreclosure Registration Process Agreement - Hera Property Registry, LLC (Hera)

SUMMARY: Staff recommends that the Village enter into an Agreement with Hera Property Registry, LLC (Hera) to re-establish and implement a mortgagee registration of properties subject to foreclosure (Ordinance No. 2016-09). In 2016 to ensure a clean and safe community and contribute to our economic (re-) development goals. The proposed intended program to establish a process to monitor and address unsafe conditions (i.e., accumulation of trash, debris, overgrown grass and bushes, unsecured swimming pools, vandalism, potential “squatting,” etc.) on abandoned and distressed properties that have been foreclosed on and are the responsibility of banks, lenders and/or trustees.

Note: The Village previously entered into an agreement with ProChamps for this registration service (November 2016-June, 2023), but the company closed abruptly last month, filed for bankruptcy protection, and has not been accessible. We have requested the Village registration database via email and U.S. Mail but have yet to receive a response, so we cannot report the number of properties in a mortgage default state.

A former staff member of ProChamps formed Hera. They provided a Sole Source letter per Chapter 287, Florida Statutes.

If approved, the foreclosure registration service will provide a five (5) year term, with two additional periods of 3 years each.

Note: Palm Beach County has already agreed with Hera for these services.

FISCAL IMPACT:

The Village Council adopted an annual foreclosure registration fee of \$200 into the fee schedule in 2016. Hera will retain \$100 for its services and will remit \$100 to the Village for every registration. Last fiscal year, the Village received \$6,000 in foreclosure registration fees.

ATTACHMENTS:

1. Professional Services Agreement with Hera Property Registry, LLC
2. Sole Source Letter - Hera Florida
3. Hera Brochure
4. ProChamps Petition (Bankruptcy)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 by and between **HERA PROPERTY REGISTRY, LLC**, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 (“HERA”) and the **VILLAGE OF PALM SPRINGS, FLORIDA**, with an address at 226 Cypress Lane, Palm Springs, FL 33461, (“PALM SPRINGS”).

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. PALM SPRINGS is retaining HERA to represent PALM SPRINGS in providing property registration services for PALM SPRINGS’s foreclosure property registration ordinance, Section 10-30, et seq. of the Code of Ordinances, Village of Palm Springs, Florida, “Foreclosed Property Registration Program” (the “Ordinance”).

2. As is further set forth herein, PALM SPRINGS hereby authorizes HERA to represent PALM SPRINGS’s interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA

Ordinance Registration Services

1. HERA shall provide an online foreclosure property registration service for PALM SPRINGS pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.

3. Collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for PALM SPRINGS.

4. All registration fees collected by HERA shall be remitted to PALM SPRINGS, less HERA's collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

III. PAYMENT FOR HERA'S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, PALM SPRINGS hereby agrees to pay HERA one hundred dollars (\$100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If PALM SPRINGS's Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to PALM SPRINGS pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to PALM SPRINGS in accordance with this Agreement.

IV. INSURANCE

HERA shall maintain insurance coverage as required by PALM SPRINGS, and at a minimum general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

V. INDEMNIFICATION: DEFENSE: COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless PALM SPRINGS, its officers, employees, elected officials, and agents (the “Indemnified Parties”) from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of PALM SPRINGS. PALM SPRINGS shall indemnify, defend, and hold harmless HERA, its officers, employees, elected officials, and agents from any and all acts performed by HERA if done at the direction of PALM SPRINGS or in connection with the administration of this Agreement. HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to PALM SPRINGS Ordinance in a competent court of jurisdiction or any action which PALM SPRINGS directs HERA to perform.

2. HERA shall, upon PALM SPRINGS’s demand and at PALM SPRINGS’s direction, promptly and diligently defend, at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties caused by malpractice or negligent acts for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. In all instances where PALM SPRINGS will indemnify HERA for a loss caused by the negligence of PALM SPRINGS or a loss caused by any challenge to PALM SPRINGS’s Ordinance, PALM SPRINGS shall pay the cost of their own defense and may select counsel of their own choosing, so long as a conflict does not exist.

4. HERA shall, and shall cause its agents to, cooperate with PALM SPRINGS and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

5. The provisions of this Section shall survive the termination of this Agreement.

VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this Agreement shall be the property of PALM SPRINGS, and shall be provided to city upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of PALM SPRINGS, and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this Agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

VIII. COMMUNITY DATA

PALM SPRINGS acknowledges registering Properties governed by the Ordinance prior to this Agreement. On a date agreed upon by the Parties and prior to the Effective Date of this

Agreement, PALM SPRINGS will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties registered by PALM SPRINGS. All registrations and fees received by PALM SPRINGS during the period from the data delivery date to the Effective Date of this Agreement will be submitted to HERA and considered registrations by HERA under the terms of this Agreement. If PALM SPRINGS is unable to provide the agreed upon digital file, then PALM SPRINGS will provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA's database. If manual entry of this information is required, PALM SPRINGS agrees to compensate HERA \$5.00 per property.

IX. SURVIVAL

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. AUDIT AND RECORDS

HERA shall maintain records pertaining to this Agreement for a period of seven years from final payment. Such records shall be subject to audit by PALM SPRINGS on reasonable advanced, written notice. The audit shall be conducted at the premises of PALM SPRINGS on business days only and during normal working hours.

XI. GOVERNING LAW

The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida without giving effect to the principles of conflicts of laws.

XII. EXPENSES

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. TERM; TERMINATION

The initial term of this Agreement shall be for a period of five (5) years from the effective date shown above, with two (2) renewal options for a period of three (3) years each, to be exercised by amendment upon mutual agreement of the Parties.

HERA and PALM SPRINGS each expressly reserve the right to withdraw from this Agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with PALM SPRINGS and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive termination of this Agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to PALM SPRINGS any registration fees owed to PALM SPRINGS.

XIV. INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not PALM SPRINGS's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between PALM SPRINGS and HERA and PALM SPRINGS shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. EQUAL OPPORTUNITY ACT

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and Agreement between the parties with regard to the subject matter hereof and supersedes all prior Agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

**XIX. PALM SPRINGS'S SIGNATURE HEREON SHALL CONSTITUTE HERA'S
AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

PALM SPRINGS hereby acknowledges that all of the terms of this Agreement have been fully explained to PALM SPRINGS, and that PALM SPRINGS fully understands all of the provisions herein.

DATED THIS ____ day of _____, 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Name:
Title:

DATED THIS ____ day of _____, 2023.

HERA PROPERTY REGISTRY, LLC

By: _____
Name: Clifford J. Johnson
Title: CEO



HERAREGISTRY.COM
HELPING BUILD VIBRANT NEIGHBORHOODS

1900 S. Harbor City Blvd.
Suite 211
Melbourne, FL 32901
(321) 234-5303
heraregistry.com
vpro@heraregistry.com

July 11, 2023

COMMUNITY NAME AND ADDRESS

Re: Foreclosure Registration Program

Dear Procurement,

Please accept this letter as a formal request to make this purchase a single-source purchase contract, pursuant to Section 287.057(3)(c) of Florida Statutes. To the best of our knowledge, Hera Property Registry, LLC is the sole provider of foreclosure registration services.

1. Contracting Organization: The contracting organization responsible for this action is Hera Property Registry, LLC.
2. Description of Services: The purpose of this contract is to establish a proactive foreclosure registration program in order to promptly and efficiently address issues related to the maintenance of properties in foreclosure in your Community. These services are in the best interest of the public health, safety, and welfare of the Community.
3. Authority: The authority permitting the sole sourcing of services is Florida Statute, Title XIX, Chapter 287, Procurement of Personal Property and Services, Section 287.057(3)(c).
4. Applicability of Authority: Hera Property Registry, LLC is the only qualified source that can provide foreclosure registration services in accordance with Florida Statutes and your Community's ordinances. Failure to award this contract to Hera Property Registry, LLC may leave the community without the required services, and may increase the health, safety, and welfare issues in the Community.
5. Technical Requirements/Personnel Certification: I hereby certify that any and all technical requirements and certifications are accurate.
6. Contracting Officers Certification: I hereby certify to the best of my knowledge this justification is accurate and complete.

Should you have any questions or concerns, please do not hesitate to reach out to me at cjohnson@heraregistry.com or (321) 501-9903. Thank you for your partnership!

Sincerely,

CJ Johnson



HERAREGISTRY.COM
HELPING BUILD VIBRANT NEIGHBORHOODS

1900 S. Harbor City Blvd.
Suite 211
Melbourne, FL 32901
(321) 234-5303
heraregistry.com
vpro@heraregistry.com

Hera Property Registry, LLC, CEO

Powered by



DECKARD
TECHNOLOGIES

Provider of



rentalscape



What Is Hera

Hera is a registration platform used by municipalities and government agencies across the nation to combat problems caused by vacant and foreclosed properties.

How Does It Work

Hera provides a team of professionals that effectively combat blight in your community by identifying at risk vacant properties, contacting responsible parties to register the property, and carrying out enforcement to increase compliance with the VPRO. All of our services are provided at no upfront cost to the community.

Why Use Hera

Compliance with vacant property registration ordinances (VPROs) is significantly low, straining municipal budgets used to maintain vacant properties that responsible parties should be securing. Because of this, many communities are owed registration fees and fines from parties who refuse to abide by VPROs.

The Hera Team

Led by the nation's most experienced legal team in vacant property registration and enforcement, Hera has helped municipalities across the country raise compliance with VPROs and build vibrant neighborhoods.

Hera has become one of the most renowned organizations assisting municipalities with implementation and maintenance of vacant property registration programs.

VPRO@HeraRegistry.com
321-234-5303

**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

In re:

**ASSIGNMENT FOR THE BENEFIT
OF CREDITORS OF PROPERTY
REGISTRATION CHAMPIONS, LLC,
A Florida Limited Liability Company,**

CASE NO.: _____

Assignor,

**COMPLEX BUSINESS COURT
DIVISION 43**

To:

MARK C. HEALY,

Assignee.

_____/

PETITION COMMENCING ASSIGNMENT FOR THE BENEFIT OF CREDITORS

Petitioner, Mark C. Healy of Michael Moecker & Associates, Inc., (the "Assignee"), as Assignee for the Benefit of Creditors of Property Registration Champions, LLC, (the "Assignor"), by and through undersigned counsel and in accordance with Chapter 727, Florida Statutes, respectfully shows:

1. This is a Petition for Assignment for the Benefit of Creditors. This Court has jurisdiction of the proceeding in accordance with the provisions of Florida Statutes Section 727 *et seq.*

2. The Assignor previously maintained its principal place of business at 1980 N. Atlantic, #220, Cocoa Beach, FL 32931; however, the location is now vacant, and Assignor operates from the home of its principal, Mr. Shumway, who is a resident of Orange County, Florida.

3. The Assignee has offices located at 1885 Marina Mile Boulevard, Suite 103, Fort Lauderdale, Florida 33315.

4. The Assignor is indebted to creditors and is unable to pay its debts and through this

Assignment seeks to provide for the payment of said debts within its resources.

5. A copy of the Assignment, including schedules of assets and liabilities, is attached hereto.

WHEREFORE, Petitioner prays for relief through entry of an Assignment for Benefit of Creditors.

Respectfully submitted this 27th day of June 2023.

/s/ R. Scott Shuker, Esq.
R. SCOTT SHUKER, ESQ.
Florida Bar No.: 0984469
Shuker & Dorris, P.A.
121 S. Orange Ave., Suite 1120
Orlando, Florida 32801
Tel.: (407) 337-2060
Fax: (407) 337-2050
Email: rshuker@shukerdorris.com
Attorneys for Assignee

ASSIGNMENT

ASSIGNMENT, made on this 16th day of June, 2023 between Property Registration Champions, LLC, with a principal place of business at 1980 N. Atlantic, #220, Cocoa Beach, FL 32931, (hereinafter "ASSIGNOR") and Mark C. Healy of Michael Moecker & Associates, Inc., whose address is 1885 Marina Mile Blvd., Suite 103, Fort Lauderdale, FL 33315, (hereinafter "ASSIGNEE").

WHEREAS, the ASSIGNOR has been engaged in the business of Property Registration Programs

WHEREAS, the ASSIGNOR is indebted to creditors, as set forth in Schedule A annexed hereto, is unable to pay its debts as they become due, and is desirous of providing for the payment of its debts, so far as it is possible by an assignment of all of its assets for that purpose.

NOW, THEREFORE, the ASSIGNOR, in consideration of the ASSIGNEE'S acceptance of this Assignment, and for other good and valuable consideration, hereby grants, assigns, conveys, transfers, and sets over, unto the ASSIGNEE, his or her successors and assigns, all of its assets, except such assets as are exempt by law from levy and sale under and execution, including, but not limited to, all real property, fixtures, goods, stock, inventory, equipment, furniture, furnishings, accounts receivable, bank deposits, cash, promissory notes, cash value and proceeds of insurance policies, claims and demands belonging to the ASSIGNOR, and all books, records, and electronics data pertaining to all such assets, wherever such assets may be located, hereinafter the "ESTATE," as which assets are, to the best knowledge and belief of the ASSIGNOR, set forth on Schedule B annexed hereto.

The ASSIGNEE shall take possession of, and protect and preserve, all such assets and administer the ESTATE in accordance with the provisions of Chapter 727, Florida Statutes, and shall liquidate the assets of the ESTATE with reasonable dispatch and convert the ESTATE into money, collect all claims and demands hereby assigned as may be collectible, and pay and discharge all reasonable expenses, costs, and disbursements in connection with the execution and administration of this Assignment from the proceeds of such liquidations and collections.

The ASSIGNEE shall then pay and discharge in full, to the extent that funds are available in the ESTATE after payment of administrative expenses, costs, and disbursements, all of the debts and liabilities now due from the ASSIGNOR, including interest on such debts and liabilities. If funds of the ESTATE shall not be sufficient to pay such debts and liabilities in full, then the ASSIGNEE shall pay from funds of the ESTATE such debts and liabilities, on a pro rata basis and in proportion to their priority as set forth in Section 727.114, Florida Statutes.

If all debt and liabilities are paid in full, any funds of the ESTATE remaining shall be returned to the ASSIGNOR.

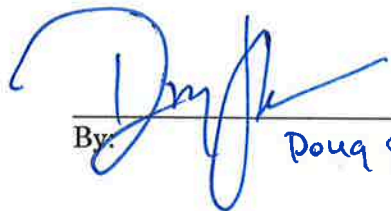
To accomplish the purposes of this Assignment, the ASSIGNOR hereby appoints the ASSIGNEE its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to execute the Assignment hereby created; to demand and recover from all persons all assets of the ESTATE; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him or her to assist the ASSIGNEE in carrying out his or her duties hereunder.

The ASSIGNOR hereby authorizes the ASSIGNEE to sign the name of the Assignor to any check, draft, promissory note, or other instrument in writing which is payable to the order of the ASSIGNOR, or to sign the name of the ASSIGNOR to any instrument in writing, whenever it shall be necessary to do so, to carry out the purpose of this Assignment.

The ASSIGNEE hereby accepts the trust created by the Assignment, and agrees with the ASSIGNOR that the ASSIGNEE will faithfully and without delay carry out his duties under the Assignment.

WITNESSES:


Adam Friedman


By: Doug Shumway

WITNESSES:


Aline Ezquerro


By: Mark C. Healy, Assignee
1885 Marina Mile Blvd., Suite 103
Fort Lauderdale, FL 33315

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Gwinnett

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2023, by Doug Shumway, CEO of Property Registration Champions, LLC. He/she is personally known to me or has produced Driver's License as identification.

[Notary Seal]



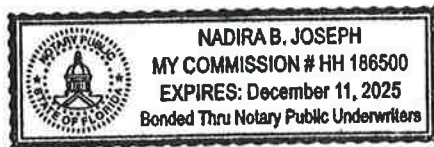
Rene Griffis
Notary Public
Rene Griffis
Name typed, printed or stamped

MY COMMISSION EXPIRES 12-10-2025

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of JUNE, 2023, by Mark C. Healy, who is personally known to me or has produced _____ as identification.

[Notary Seal]



Nadira B. Joseph
Notary Public
NADIRA JOSEPH
Name typed, printed or stamped

VERIFICATION OF ASSIGNMENT TO MARK C. HEALY

AND SCHEDULES BY ASSIGNOR

The undersigned, Doug Shumway of Property Registration Champions, LLC, hereby verifies the assignment of all of its rights, title and interest in and to all of its assets, as indicated on the attached Schedules to that Assignment as filed with this court on 6-16-, 2023 and further verifies each of the facts set forth in the Schedules annexed to the Assignment to the best of my knowledge and belief.

Signature: _____

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Gwinnett)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June, 2023, by Doug Shumway, CEO of Property Registration Champions LLC. He/she is personally known to me or has produced driver's license as identification.

[Notary Seal]



Rene Griffis
Notary Public
Rene Griffis
Name typed, printed or stamped

MY COMMISSION EXPIRES 12-10-2025

ACCEPTANCE OF ASSIGNMENT

The undersigned, Mark C. Healy, the Assignee herein, duly acknowledges that the Assignee accepts delivery of the assignment and that he or she will duly perform the duties imposed upon the Assignee pursuant to chapter 727, Florida Statutes.

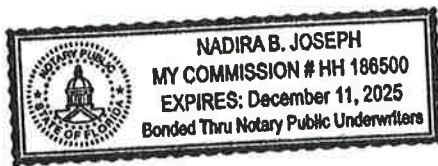
By: 
Mark C. Healy, Assignee

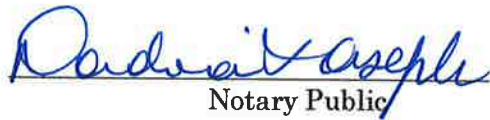
STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of JUNE, 2023, by Mark C. Healy, who is personally known to me or has produced _____ as identification.

[Notary Seal]




Notary Public

NADIRA JOSEPH
Name typed, printed or stamped

SCHEDULE A - CREDITOR LIST

1. SECURED CREDITORS:

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
-------------------------	---------------	-------------------	-----------------

2. WAGES OWED:

<u>NAME AND ADDRESS</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>	<u>DISPUTED</u>
-------------------------	---------------	-------------------	-----------------

3. CONSUMER DEPOSITS:

4. LIST OF ALL TAXES OWED:

5. UNSECURED CLAIMS OWED:

6. OWNERS OR SHAREHOLDERS:

<u>NAME AND ADDRESS</u>	<u>PERCENT OF OWNERSHIP</u>
-------------------------	-----------------------------

7. LIST ALL PENDING LITIGATION AND OPPOSING COUNSEL OF RECORDS:

<u>STYLE</u>	<u>PARTIES</u>	<u>OPPOSING COUNSEL OF RECORD</u>
--------------	----------------	-----------------------------------

SCHEDULE A - 1. SECURED CREDITORS

<u>Name</u>	<u>Address</u>	<u>AMOUNT</u>	<u>COLLATERAL</u>
BankUnited, Inc.	189 So Orange Ave STE 1250S Orlando FL 32801 Att: Joe Disanti	\$ 7,276,114.49	As security for the payment of the Obligations, and satisfaction by Borrower of all covenants and undertakings contained in this Agreement and the other Loan Documents, Borrower hereby collaterally assigns and grants to Lender, a continuing Lien on and security interest in, upon and to the Collateral, whether now owned or hereafter acquired, created or arising and wherever located.

SCHEDULE A - 2. WAGES

6/2/2023 - Accrued PTO

Employee Manual Wording

These are the remaining PTO balances as of 6/2/2023 for employees residing in states without laws governing the payment of unpaid PTO upon termination. However, the employee manual details that unpaid PTO will be paid upon termination for all employees. For states requiring payment for unpaid PTO payment upon termination, funds have already been sent to Insperity and may need to be adjusted slightly for the 6/16/23 payroll, but there is enough funding in Insperity to cover any adjustments.

Accrued but unused PTO will be paid out to separated employees should they provide two weeks' notice and are not being terminated for misconduct.

Employee Name	State	Employee ID	Default Pay Rate	PTO			Estimated Value
				Available	Used	Balance	
ALICEA SASTRE, ADMALID	FL	3482465	\$18.14	66.82	56	10.82	\$196.27
BAGGETT, RHONDA M	FL	3218731	\$18.50	185.96	24	161.96	\$2,996.26
BAILEY, KATHLEEN LYNNELL	FL	3218729	\$29.13	144.26	16	128.26	\$3,736.21
BAJO, KARINA GUADALUPE	FL	3548629	\$26.25	50.82	52	-1.18	(\$30.98)
BALDWIN, MICHAEL CHRISTOPHER	FL	3218732	\$38.22	99.26	97	2.26	\$86.38
BISCHOFFBERGER, ALAINA M	FL	3218733	\$19.51	96.76	48	48.76	\$951.31
BOOSKA, JUSTIN R	FL	3218735	\$18.15	193.76	16	177.76	\$3,226.34
CARCIERI, AMY	FL	3218737	\$25.00	187.76	12	175.76	\$4,394.00
CASTRO, RENA M	FL	3218739	\$18.75	69.09	27	42.09	\$789.19
CAVENDISH KELDERHOUSE, LUCIA HELENA	FL	3218740	\$25.00	133.26	55	78.26	\$1,956.50
DAILEY, TAYLOR ANN	FL	3483688	\$20.00	98.99	80	18.99	\$379.80
EGLER, JAYNE M	FL	3218742	\$19.20	187.76	44	143.76	\$2,760.19
EKEY, TAYLOR J	FL	3218743	\$22.18	135.51	23	112.51	\$2,495.47
ESINDU, JUANA MARIA	FL	3218744	\$37.14	151.26	116	35.26	\$1,309.56
GROSSE, WENDY	FL	3218746	\$16.00	147.42	36.76	110.66	\$1,770.56

HOWARTH, TRACEY A	FL	3445041	\$36.06	63.64	51	12.64	\$455.80
JACKSON, MARILYN YVETTE	FL	3482461	\$18.14	74.32	30	44.32	\$803.96
LOWE, DREYKUS MARTINEZE	AR	4104049	\$14.00	50.82	8	42.82	\$599.48
MCELHINNY, ANDREW GARRETT	FL	3218750	\$33.65	187.76	84	103.76	\$3,491.52
MENZENSKI, VINCENT WAYNE	FL	3865793	\$38.46	74.82	40	34.82	\$1,339.18
MORRIS, DEANNA LOUISE	FL	3218751	\$31.46	147.26	109	38.26	\$1,203.66
PRICE, JAIME	FL	3218753	\$19.31	70.18	83	-12.82	(\$247.55)
RODRIGUES, SUSAN JEAN	FL	3315512	\$18.69	69.76	20	49.76	\$930.01
SCHEEN, CHRISTOPHER D	FL	4035950	\$14.00	66.82	11.5	55.32	\$774.48
SHIFLETT, CATHERINE O	FL	3218756	\$23.36	124.26	72	52.26	\$1,220.79
SISSON, RACHEL	FL	3218758	\$20.00	174.04	32	142.04	\$2,840.80
TINDALL, BERKYS	FL	3323457	\$21.63	140.26	68	72.26	\$1,562.98
TINDALL, MATTHEW ERIC	FL	3665293	\$16.00	90	75.27	14.73	\$235.68
WASSEL, BARBARA E	FL	3218760	\$18.76	94.76	40	54.76	\$1,027.30
WEIR, STACY K	FL	3218761	\$18.68	53.26	4	49.26	\$920.18
WELLS, BRIAN S	FL	3218763	\$16.00	151.64	40.18	111.46	\$1,783.36
WILLIAMSON, MELISSA SUE	FL	3315462	\$19.67	121.76	93	28.76	\$565.71
Total				3704.05	1563.71	2140.34	\$46,524.42

SCHEDULE A - 3. Due to Municipalities Total

6/16/2023 - Reconciled Registrations

Some AR may not be collectz \$
as we have nothing to apply against

28,561.02

Vendor	State	\$ 727,175.37	\$ 356,280.00	\$ 170,740.00	Quickbooks A/R	AP Credits	PRC Portion of May/June	Total Due to Muni
Maywood	IL	\$ -	\$ -	\$ -	(15,668.00)	\$ -	\$ -	(15,668.00)
Gloucester County	NJ	\$ -	\$ -	\$ -	(7,800.00)	\$ -	\$ -	(7,800.00)
Township of North Bergen	NJ	\$ 10,050.00	\$ -	4,550.00	(15,980.00)	\$ -	(1,400.00)	(7,800.00)
City of Newark	NJ	\$ -	\$ -	\$ -	(1,000.00)	\$ -	\$ -	(1,000.00)
Passaic County	NJ	\$ -	\$ -	\$ -	(810.00)	\$ -	\$ -	(810.00)
Village of Babylon	NJ	\$ 50.00	\$ -	\$ -	\$ -	(528.96)	\$ -	(478.96)
Town of Boonton	FL	\$ 1,300.00	\$ -	\$ -	(1,200.00)	\$ -	(200.00)	(100.00)
Town of Riverhead	FL	\$ -	\$ -	\$ -	\$ -	(24.06)	\$ -	(24.06)
City of Litchfield	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of New Port Richey	NY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Springfield	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Farmingdale	NJ	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Village of Schiller Park	FL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Town of Gates	NJ	\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ -	6.00
Town of Penfield	NY	\$ 24.00	\$ -	\$ -	\$ -	\$ -	\$ -	24.00
Heyworth Village	NJ	\$ 50.00	\$ -	\$ -	\$ -	\$ -	\$ -	50.00
City of St. Pete Beach	OH	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	100.00
Town of Lake Clarke Shores	NY	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	100.00
Village of Palm Springs	IL	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ -	100.00
Bradford County	FL	\$ 125.00	\$ -	\$ -	\$ -	\$ -	\$ -	125.00
Borough of Haddonfield	NJ	\$ -	250.00	\$ -	\$ -	\$ -	(100.00)	150.00
City of North Bay Village	FL	\$ 150.00	\$ -	\$ -	\$ -	\$ -	\$ -	150.00
Village of River Grove	IL	\$ 190.00	\$ -	\$ -	\$ -	\$ -	\$ -	190.00
Borough of Walnutport	PA	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	200.00
City of Wenatchee	FL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	200.00
Islamorada, Village of Islands	PA	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	200.00
Palmer Township	FL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	200.00
West Newton Borough	IL	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	200.00
Town of Loxahatchee Groves	NJ	\$ 232.00	\$ -	\$ -	\$ -	\$ -	\$ -	232.00
City of Quincy	NJ	\$ 300.00	\$ -	\$ -	\$ -	(50.00)	\$ -	250.00
City of Pittston	IL	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	250.00
Village of Wellington	IL	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ -	250.00
Township of Elizabeth	NY	\$ 275.00	\$ -	\$ -	\$ -	\$ -	\$ -	275.00
Borough of Castle Shannon	NJ	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
Cheney City	NJ	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
City of Palatka	FL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
East McKeesport Borough	IL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
Swissvale Borough	CA	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
Village of Minooka	IL	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	300.00
Village of Hanna City	IL	\$ 350.00	\$ -	\$ -	\$ -	\$ -	\$ -	350.00
City of Oakland Park	NJ	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ -	375.00

Borough of Haddon Heights	NJ	\$	-	\$	500.00	-	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Laurel Springs	NJ	\$	-	\$	500.00	-	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Newfield	NJ	\$	-	\$	500.00	-	\$	-	\$	-	\$	(100.00)	\$	400.00
Borough of Steelton	PA	\$	400.00	\$	-	-	\$	-	\$	-	\$	-	\$	400.00
Borough of Wilson	PA	\$	400.00	\$	-	-	\$	-	\$	-	\$	-	\$	400.00
City of El Paso	IL	\$	400.00	\$	-	-	\$	-	\$	-	\$	-	\$	400.00
City of Port Republic	PA	\$	-	\$	500.00	-	\$	-	\$	-	\$	(100.00)	\$	400.00
Corbin City	PA	\$	-	\$	500.00	-	\$	-	\$	-	\$	(100.00)	\$	400.00
Township of Forks	NY	\$	400.00	\$	-	-	\$	-	\$	-	\$	-	\$	400.00
City of St. Augustine	WA	\$	450.00	\$	-	-	\$	-	\$	-	\$	-	\$	400.00
City of Middletown	FL	\$	670.00	\$	-	-	\$	-	\$	-	\$	-	\$	450.00
City of York	IL	\$	500.00	\$	-	-	\$	-	\$	-	\$	-	\$	470.00
Township of Derry	NY	\$	500.00	\$	-	-	\$	-	\$	-	\$	-	\$	500.00
Village of Homer Glen	NY	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	500.00
Town of Ogden	NJ	\$	529.00	\$	-	-	\$	-	\$	-	\$	-	\$	520.00
West New York Town	IL	\$	3,350.00	\$	-	-	\$	4,350.00	\$	(6,550.00)	\$	(600.00)	\$	529.00
Village of Hempstead	IL	\$	590.00	\$	-	-	\$	-	\$	-	\$	-	\$	550.00
Borough of Colwyn	NJ	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	590.00
Borough of Penbrook	PA	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	600.00
City of Brigantine	NJ	\$	-	\$	800.00	-	\$	-	\$	-	\$	(200.00)	\$	600.00
City of DeBarry	FL	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	600.00
City of Englewood	NJ	\$	600.00	\$	-	-	\$	600.00	\$	(300.00)	\$	(300.00)	\$	600.00
City of West Peoria	WI	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	600.00
Homestead Borough	FL	\$	600.00	\$	-	-	\$	-	\$	-	\$	-	\$	600.00
Town of Kent	DE	\$	618.00	\$	-	-	\$	-	\$	-	\$	-	\$	618.00
City of Edgewater	FL	\$	624.00	\$	-	-	\$	-	\$	-	\$	-	\$	624.00
Town of Oyster Bay	NY	\$	626.00	\$	-	-	\$	-	\$	-	\$	-	\$	626.00
Steger Village	FL	\$	720.00	\$	-	-	\$	-	\$	-	\$	-	\$	626.00
Borough of East Lansdowne	PA	\$	648.00	\$	-	-	\$	-	\$	(80.00)	\$	-	\$	640.00
Chicago Ridge Village	IL	\$	648.00	\$	-	-	\$	-	\$	-	\$	-	\$	648.00
Borough of Marcus Hook	PA	\$	768.00	\$	-	-	\$	-	\$	-	\$	-	\$	648.00
Borough of Swedesboro	NJ	\$	-	\$	1,000.00	-	\$	-	\$	-	\$	(200.00)	\$	768.00
Town of Elsmere	NY	\$	800.00	\$	-	-	\$	-	\$	-	\$	-	\$	800.00
Township of Shamong	NJ	\$	500.00	\$	-	-	\$	500.00	\$	(100.00)	\$	(100.00)	\$	800.00
Village of Harwood Heights	IL	\$	800.00	\$	-	-	\$	-	\$	-	\$	-	\$	800.00
Village Of Orland Hills	IL	\$	800.00	\$	-	-	\$	-	\$	-	\$	-	\$	800.00
Town of Salina	FL	\$	910.00	\$	-	-	\$	-	\$	-	\$	-	\$	800.00
City of Rockford	FL	\$	966.40	\$	-	-	\$	-	\$	-	\$	-	\$	910.00
City of Holly Hill	FL	\$	1,000.00	\$	-	-	\$	-	\$	-	\$	-	\$	966.40
City of Newberry	FL	\$	1,000.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,000.00
Swatara Township	IL	\$	1,000.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,000.00
Village of Bridgeview	NJ	\$	1,000.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,000.00
City of North Miami Beach	FL	\$	1,050.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,000.00
Lower Alsace Township	FL	\$	1,100.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,050.00
Town of Clarkstown	PA	\$	1,122.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,100.00
Borough of Woodbury Heights	NJ	\$	-	\$	1,500.00	-	\$	-	\$	-	\$	(300.00)	\$	1,122.00
City of Cocoa	FL	\$	1,200.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,200.00
City of Prospect Heights	NJ	\$	1,200.00	\$	-	-	\$	-	\$	-	\$	-	\$	1,200.00

City of Miami	PA	\$	9,039.50	\$	-	\$	-	\$	-	\$	9,039.50
Township of Franklin	NJ	\$	-	\$	11,700.00	\$	-	\$	(2,300.00)	\$	9,400.00
Village of South Holland	IL	\$	10,080.00	\$	-	\$	-	\$	-	\$	10,080.00
Municipality of Penn Hills	PA	\$	10,760.00	\$	-	\$	-	\$	-	\$	10,760.00
City of Calumet City	IL	\$	12,291.00	\$	-	\$	-	\$	-	\$	12,291.00
Town of Islip	FL	\$	12,766.75	\$	-	\$	-	\$	-	\$	12,766.75
Eastampton Township	FL	\$	17,000.00	\$	-	\$	-	\$	(2,700.00)	\$	14,300.00
Colerain Township	NJ	\$	16,480.00	\$	-	\$	-	\$	-	\$	16,480.00
City of Plainfield	FL	\$	21,250.00	\$	-	\$	-	\$	-	\$	21,250.00
Township of Gloucester	PA	\$	-	\$	19,850.00	\$	(1,900.00)	\$	(2,800.00)	\$	16,550.00
Township of Hamilton	PA	\$	-	\$	20,950.00	\$	-	\$	(2,500.00)	\$	17,350.00
City of Jacksonville	FL	\$	20,992.82	\$	-	\$	-	\$	(2,700.00)	\$	18,250.00
City of Camden	NJ	\$	-	\$	25,500.00	\$	-	\$	-	\$	20,992.82
Brick Township	NJ	\$	18,800.00	\$	-	\$	-	\$	(3,600.00)	\$	21,900.00
Township of Egg Harbor	NJ	\$	-	\$	32,550.00	\$	(2,500.00)	\$	(3,100.00)	\$	27,200.00
Township of West Milford	NY	\$	-	\$	-	\$	-	\$	(4,200.00)	\$	27,850.00
Township of Monroe	NJ	\$	21,350.00	\$	-	\$	(1,750.00)	\$	(3,000.00)	\$	28,100.00
Hillsborough County	NJ	\$	-	\$	33,000.00	\$	-	\$	(3,900.00)	\$	29,100.00
Camden County Improvement Authority	IL	\$	81,375.00	\$	-	\$	(11,700.00)	\$	(40,300.00)	\$	29,375.00
Township of Pennsauken	NJ	\$	-	\$	64,630.00	\$	(9,100.00)	\$	-	\$	43,150.00
Atlantic County Improvement Authority	NJ	\$	-	\$	-	\$	(9,250.00)	\$	(1,300.00)	\$	54,080.00
	NJ	\$	-	\$	71,750.00	\$	(13,500.00)	\$	-	\$	58,250.00

SCHEDULE A - 4. Taxes

N/A

SCHEDULE A - 5. Accounts Payable

*Amount due to munis currently inQuickbooks AP is located on Tab 3 Due to Muni in column E

6/16/2023

Total \$ 1,062,637.29

Type	Date	Name	Open Balance
Bill	5/5/2023	24/7 IT Solutions	\$33,423.84
Bill	6/7/2023	24/7 IT Solutions	\$36,800.00
Bill	6/1/2023	Archer Public Affairs	\$10,000.00
Bill	5/1/2023	Archer Public Affairs	\$10,000.00
Bill	5/23/2023	ASG Consulting Group - ACH	\$5,250.00
Bill	5/31/2023	BankUnited	\$189.19
Bill	6/5/2023	BankUnited	\$2,418.05
Bill	5/31/2023	BankUnited	\$9,816.35
Bill	6/5/2023	BankUnited	\$11,781.59
Bill	5/31/2023	BankUnited	\$18,177.98
Bill	6/1/2023	Brown and Weinraub	\$7,500.00
Bill	5/1/2023	Brown and Weinraub	\$7,500.00
Bill	5/9/2023	Chapman & CO Leadership Institute	\$4,750.00
Bill	6/1/2023	Click2Mail - ACH	\$47.12
Bill	6/1/2023	Cocoa Beach Office - ACH	\$2,662.50
Bill	6/6/2023	Emazzanti Technologies	\$2,320.00
Bill	5/6/2023	Emazzanti Technologies	\$2,320.00
Bill	4/30/2023	Gibbons P.C. - ACH	\$5,950.50
Bill	4/30/2023	Gibbons P.C. - ACH	\$16,999.00
Bill	5/31/2023	Gibbons P.C. - ACH	\$31,264.86
Bill	6/8/2023	Gibbons P.C. - ACH	\$40,149.50
Bill	5/31/2023	Gibbons P.C. - ACH	\$41,360.34
Bill	4/30/2023	Gibbons P.C. - ACH	\$49,952.30
Bill	5/23/2023	Gunster	\$69.00
Bill	5/4/2023	Gunster	\$608.72
Bill	5/23/2023	Gunster	\$661.00
Bill	5/4/2023	Gunster	\$733.32
Bill	5/23/2023	Gunster	\$984.52
Bill	5/23/2023	Gunster	\$1,708.00
Bill	5/4/2023	Gunster	\$4,158.70
Bill	5/23/2023	Gunster	\$4,412.00
Bill	5/23/2023	Gunster	\$5,505.50
Bill	5/4/2023	Gunster	\$6,848.00
Bill	5/4/2023	Gunster	\$7,405.90
Bill	5/4/2023	Gunster	\$7,496.50
Bill	5/4/2023	Gunster	\$7,760.50
Bill	5/23/2023	Gunster	\$9,011.00
Bill	5/4/2023	Gunster	\$11,323.00
Bill	5/4/2023	Gunster	\$12,804.00
Bill	4/30/2023	Gunster	\$26,021.84

Bill	5/23/2023 Gunster	\$35,988.20
Bill	4/24/2023 JM & Company	\$46,828.62
Bill	6/30/2023 Jorge Fernandez	\$15,000.00
Bill	5/23/2023 KEL-MAR CONSULTING, INC - ACH	\$1,880.00
Bill	5/2/2023 Law Office of Stephen Barker	\$500.00
Bill	5/2/2023 Law Office of Stephen Barker	\$720.00
Bill	5/2/2023 Law Office of Stephen Barker	\$1,300.00
Bill	4/30/2023 Levan Stapleton Segal Cochran	\$9,346.00
Bill	6/5/2023 Levan Stapleton Segal Cochran	\$23,541.50
Bill	5/16/2023 Mediusware - ACH	\$80.00
Bill	5/23/2023 Model Solutions	\$30.00
Bill	6/2/2023 Post Capital Equity Partner III LP	\$50,000.00
Bill	6/1/2023 Post Capital Management LLC	\$25,000.00
Bill	5/1/2023 Post Capital Management LLC	\$25,000.00
Bill	4/1/2023 Post Capital Management LLC	\$25,000.00
Bill	4/1/2022 Post Capital Management LLC	\$25,000.00
Bill	5/1/2022 Post Capital Management LLC	\$25,000.00
Bill	6/1/2022 Post Capital Management LLC	\$25,000.00
Bill	7/1/2022 Post Capital Management LLC	\$25,000.00
Bill	8/1/2022 Post Capital Management LLC	\$25,000.00
Bill	9/1/2022 Post Capital Management LLC	\$25,000.00
Bill	10/1/2022 Post Capital Management LLC	\$25,000.00
Bill	11/1/2022 Post Capital Management LLC	\$25,000.00
Bill	12/1/2022 Post Capital Management LLC	\$25,000.00
Bill	1/31/2023 Post Capital Management LLC	\$25,000.00
Bill	2/28/2023 Post Capital Management LLC	\$25,000.00
Bill	3/1/2023 Post Capital Management LLC	\$25,000.00
Bill	5/18/2023 Power Almanac - CC	\$6,000.00
Bill	6/1/2023 Racine County Register of Deeds	\$500.00
Bill	5/1/2023 Racine County Register of Deeds	\$500.00
Bill	6/1/2023 Renwood RealtyTrac, LLC/Attom Data - ACH	\$5,000.00
Bill	5/1/2023 Renwood RealtyTrac, LLC/Attom Data - ACH	\$5,000.00
Bill	5/23/2023 River North Strategies LLC - ACH	\$958.12
Bill	6/1/2023 Rock Island County Recorder	\$100.00
Bill	6/7/2023 Scott Blasie	\$25.36
Bill	5/16/2023 Shenker Russo & Clark LLP - ACH	\$80.00
Bill	5/23/2023 Space Coast Strategy, Inc.	\$219.37
Bill	6/1/2023 Swartz Campbell LLC	\$24,845.50
Bill	6/1/2023 Will County Recorder of Deeds	\$400.00
Bill	5/1/2023 Will County Recorder of Deeds	\$400.00
Bill	6/1/2023 Winnebago County Recorder	\$250.00

SCHEDULE A - 6. Ownership

Ownership

Property Registration Champions, LLC dba PROCHAMPS

is 100% owned by

Post PROCHAMPS Acquisitions, LLC

SCHEDULE A -7. LITIGATION

PRESENT LEGAL PROCEEDINGS

- *Post Prochamps Holdings, LLC v. Break Point Law, LLC, and Clifford Joseph Johnson*, (Brevard County, Florida)
 - **Issues:**
 - Breach of Contract
 - Breach of Fiduciary Duty
 - Breach of Implied Covenant of Good Faith and Fair Dealing
 - Tortious Interference
 - Old Status: Defendants answered the complaint. We are proceeding to the discovery phase and preparing for a scheduled trial in September 2023.
 - New Status: We received a continuance because the trial judge retired and the cases are being reassigned. Likely 2024 now.
- *Cappolina v. Franklin Township, et al.*, GLO-L-001289-21 (New Jersey Superior Court, Gloucester County):
 - **Issues:** Plaintiff's complaint is a putative class action, alleging that Galloway Township's property registration ordinance is invalid and, therefore, all payments of property registration fees by New Jersey residents under Franklin Township's ordinance should be disgorged.
 - **Status:** Motion to Dismiss was denied.
 - **Path Forward:** Discovery has already started. PROCHAMPS has already responded to Plaintiff's Requests for Admissions. PROCHAMPS is working with outside counsel on a discovery plan for identifying Prochamps witnesses, how to collect documents which plaintiff filed Requests for Production on; answering Interrogatories, etc.
- *Santos v. Winslow Township, et al.*, CAM-L-002890-21 (New Jersey Superior Court, Camden County)
 - **Issues:** Plaintiff's complaint is a putative class action, alleging that Winslow Township's property registration ordinance is invalid and, therefore, all payments of property registration fees by New Jersey residents under Winslow Township's ordinance should be disgorged.
 - **Status:** Motion to Dismiss the Complaint denied. We filed a Motion for Reconsideration which was denied.
 - **Path Forward:** Discovery has already started. PROCHAMPS has already responded to Plaintiff's Requests for Admissions. PROCHAMPS is working with outside counsel on a discovery plan for identifying Prochamps witnesses, how to collect documents which plaintiff filed Requests for Production on; answering Interrogatories, etc.

- *Mulberry v. Property Registration Champions, LLC*, 05-2022-CA-020853 (Florida Superior Court, Brevard County)
 - Issues:
 - Breach of Contract
 - **Status:** Former President of PROCHAMPS filed a claim against PROCHAMPS after being terminated.
 - **Path Forward:** PROCHAMPS filed an appeal of the Trial Court's Order that the Venue clause was "permissive" allowing Mulberry to sue in Florida.
 - **Still waiting for ruling from Appellate Court.**
- *Mucellin v. Property Registration Champions, LLC* – (Philadelphia Court Of Common Pleas)
 - **Issues:** Former lobbyist for PROCHAMPS who was terminated, filed a claim alleging breach of contract, conversion and various other claims.
- *Property Registration Champions v. Break Point Law, LLC* (Florida Superior Court, Brevard County) (the "Invoice Case")
 - **Issues:** PROCHAMPS filed a breach of contract claim against Break Point Law to recover money PROCHAMPS is owed by Break Point Law for an unpaid invoice.
 - **Status:** Defendant's Motion to Dismiss denied.
- *Break Point Law, LLC v. Property Registration Champions, LLC* (Florida Superior Court, Brevard County) (Counter Claims in Invoice Case)
 - **Issues:** Break Point Law, LLC filed a Counter Claim against PROCHAMPS in the Invoice Case above case alleging defamation, tortious interference and trade libel.
 - **Status:** Judge denied PROCHAMPS Motion to Dismiss. Expecting discovery requests to be served on Prochamps.
 - **Notable Issue:** Possibility for uncapped punitive damages if defamation per se.
- *Property Registration Champions, LLC v. Azavar, LLC and Localgov* (Palm Beach County, Florida)
 - **Issues:** PROCHAMPS filed a complaint for an injunction against a competitor who had access to confidential information supplied to it by a former lobbyist.
 - **Status:** Dismissal Filed.
 - **Path Forward:** It will depend on how Defendant's next move.
 - **Status:** Notice of Voluntary Dismissal of the present action without Prejudice, with each party to bear its own fees and costs.
 - **Path Forward:** Done

Charles Jones LLC v. Atlantic County Improvement Authority, Timothy Edmunds, and Property Registration Champions, LLC. (Superior Court of NJ, Atlantic County) Filed April 28, 2023

- **Issues:** Charles Jones filed an Order to Show Cause for violations of an New Jersey's OPRA (Open Records Act) in order to get access to all the outstanding balances in Prochamp's database for properties in Atlantic County.

- **Status:** Charles Jones' counsel is amenable to an adjournment of the current dates in light of the fact that data was provided. ACIA's counsel will be informing the Court, so we do not have anything we need to file an Answer or opposition. Entering discussions on long-term solutions amicable to all parties.

SCHEDULE B - LIST OF ASSETS

List each category of assets and for each give approximate value obtainable for the assets on the date of the Assignment, and address where assets are located.

I. NONEXEMPT PROPERTY:

DESCRIPTION	LIQUIDATION VALUE AT DATE OF ASSIGNMENT
--------------------	--

- | | |
|---|--|
| 1. LEGAL DESCRIPTION AND STREET ADDRESS OF REAL ESTATE, INCLUDING
LEASEHOLD INTERESTS: | |
| 2. FURNITURE: | |
| 3. CASH AND BANK ACCOUNTS: | |
| 4. INVENTORY: | |
| 5. ACCOUNTS RECEIVABLE: | |
| 6. EQUIPMENT | |
| 7. PREPAID EXPENSES, including deposits, insurance, rents, utilities: | |
| 8. OTHER, including loans to third parties, claims, choses in action. | |

II. EXEMPT PROPERTY:

SCHEDULE B - 1. NON-EXEMPT PROPERTY

N/A

SCHEDULE B - 2. FURNITURE

Furniture and Fixtures

7/16/2019	Amazon	2 X TCL 55 inch 4K smart TV	Depreciated Value
7/16/2019	B&B Furniture Concepts	Office Furniture for JFernandez and BMannarino	\$303
7/25/2019	B&B Furniture Concepts	Office Furniture	\$1,408
8/6/2019	Office Depot	11 x Office Chairs	\$188
			\$444
			\$2,343

SCHEDULE B - 3. BANK ACCOUNTS

6/13/2023

Bank Account	Bank Balance	Book Balance
BankUnited Business Checking Accounts -2901 and 5223	\$ 483.87	\$ (79,522.32)
Bill.com	\$ 18.28	

SCHEDULE B - 4. INVENTORY

No Inventory

SCHEDULE B - 5. ACCOUNTS RECEIVABLE

*AR Due from Munis is in Schedule A, Tab 3, Row F

6/16/2023				Total \$	63,413.09
Type	Date	Num	Name	Open Balance	
Payment	5/30/2023	30825	Altisource Portfolio Solutions Company	\$	(1,562.41)
Payment	5/30/2023	30823	Altisource Portfolio Solutions Company	\$	(1,200.00)
Payment	5/30/2023	30822	Altisource Portfolio Solutions Company	\$	(3,030.00)
Payment	6/5/2023	34904	Altisource Portfolio Solutions Company	\$	(75.00)
Payment	6/5/2023	1310	Altisource Portfolio Solutions Company	\$	(200.00)
Payment	6/5/2023	34901	Altisource Portfolio Solutions Company	\$	(5,660.00)
Payment	6/5/2023	34900	Altisource Portfolio Solutions Company	\$	(250.00)
Payment	6/5/2023	34899	Altisource Portfolio Solutions Company	\$	(300.00)
Payment	6/5/2023	34902	Altisource Portfolio Solutions Company	\$	(1,310.00)
Payment	6/5/2023	34898	Altisource Portfolio Solutions Company	\$	(500.00)
Payment	6/8/2023	9417	Altisource Portfolio Solutions Company	\$	(650.00)
Payment	6/8/2023	9416	Altisource Portfolio Solutions Company	\$	(800.00)
Payment	6/8/2023	9415	Altisource Portfolio Solutions Company	\$	(900.00)
Payment	6/8/2023	9414	Altisource Portfolio Solutions Company	\$	(650.00)
Payment	6/8/2023	9413	Altisource Portfolio Solutions Company	\$	(1,500.00)
Payment	6/8/2023	9412	Altisource Portfolio Solutions Company	\$	(400.00)
Payment	6/12/2023	23310	Altisource Portfolio Solutions Company	\$	(1,350.00)
Payment	6/12/2023	23309	Altisource Portfolio Solutions Company	\$	(1,210.00)
Payment	6/12/2023	23308	Altisource Portfolio Solutions Company	\$	(1,550.00)
Payment	6/15/2023	12496	Altisource Portfolio Solutions Company	\$	(500.00)
Payment	6/15/2023	12495	Altisource Portfolio Solutions Company	\$	(416.00)
Payment	6/15/2023	12494	Altisource Portfolio Solutions Company	\$	(2,300.00)
Payment	6/15/2023	12493	Altisource Portfolio Solutions Company	\$	(575.00)
Payment	6/15/2023	12492	Altisource Portfolio Solutions Company	\$	(75.00)
Payment	6/15/2023	12491	Altisource Portfolio Solutions Company	\$	(1,300.00)
Payment	6/15/2023	12490	Altisource Portfolio Solutions Company	\$	(2,297.50)
Invoice	5/31/2023	230523-06	Atlantic County	\$	13,500.00
Invoice	6/2/2023	230602-09	Berkeley Township	\$	200.00
Invoice	6/2/2023	230525-04	Berkeley Township	\$	1,400.00
Invoice	5/11/2023	230511-07	Berkeley Township	\$	1,180.00
Invoice	3/15/2023	230315-04	Borough of Netcong - Hold	\$	100.00
Invoice	9/15/2022	220915-15	Borough of Netcong - Hold	\$	100.00
Invoice	12/15/2022	221215-00	Borough of Netcong - Hold	\$	105.00
Invoice	2/13/2023	230213-16	Borough of Netcong - Hold	\$	300.00
Invoice	4/17/2023	230417-05	Borough of Paramus	\$	450.00
Invoice	5/11/2023	230511-06	Borough of Paramus	\$	320.00
General Journal	3/31/2023	1417	Break Point Law, LLC	\$	(1,000,000.00)
Invoice	6/13/2022	20220613	Break Point Law, LLC	\$	1,000,000.00
Invoice	5/11/2023	230511-07	Brick Township	\$	2,500.00
Payment	6/15/2023	23275	Bron Inc.	\$	(37,236.50)

Payment	4/27/2023	18684 Bron Inc.	\$	(25.00)
Payment	1/6/2023	33932 Bron Inc.	\$	(200.00)
Payment	1/6/2023	33930 Bron Inc.	\$	(200.00)
Payment	1/6/2023	33928 Bron Inc.	\$	(200.00)
Invoice	5/31/2023	230523-06 Camden County	\$	9,100.00
Invoice	4/17/2023	230417-04 City of Elizabeth	\$	2,400.00
Invoice	5/25/2023	230525-04 City of Elizabeth	\$	1,200.00
Invoice	5/11/2023	230511-06 City of Elizabeth	\$	2,000.00
Invoice	6/2/2023	230602-10 City of Elizabeth	\$	400.00
Invoice	2/13/2023	230213-16 City of Elizabeth	\$	2,900.00
Invoice	9/15/2022	220915-16 City of Englewood - Hold	\$	300.00
Invoice	9/15/2022	220915-16 City of Newark	\$	200.00
Invoice	10/14/2022	221014-07 City of Newark	\$	100.00
Invoice	11/15/2022	221115-04 City of Newark	\$	400.00
Invoice	12/15/2022	221215-01 City of Newark	\$	100.00
Invoice	2/13/2023	230213-16 City of Newark	\$	200.00
Invoice	5/25/2023	230525-04 City of Plainfield	\$	1,700.00
Invoice	6/2/2023	230602-09 City of Plainfield	\$	200.00
Invoice	6/12/2023	230612-01 Five Brothers	\$	4,680.00
Invoice	5/31/2023	230523-06 Gloucester County.	\$	7,800.00
Invoice	5/15/2023	230523-14 Hillsborough County BOCC	\$	11,700.00
Invoice	5/31/2023	230523-06 Passaic County	\$	810.00
Invoice	5/15/2023	230515-01 Progress Residential LLC	\$	2,000.00
Invoice	6/12/2023	230612-01 Solid Foundation Properties LLC	\$	9,275.00
Payment	2/9/2023	117 Solid Foundation Properties LLC	\$	(100.00)
Payment	2/13/2023	24029 Solid Foundation Properties LLC	\$	(82.50)
Invoice	5/11/2023	230511-06 Town of Boonton	\$	100.00
Invoice	3/15/2023	230315-03 Town of Boonton	\$	100.00
Invoice	12/15/2022	221215-01 Town of Boonton	\$	900.00
Invoice	1/10/2023	230110-13 Town of Boonton	\$	100.00
Invoice	5/11/2023	230511-07 Township of Little Egg Harbor.	\$	300.00
Invoice	5/11/2023	230511-06 Township of Maplewood.	\$	3,600.00
Invoice	4/17/2023	230417-05 Township of North Bergen.	\$	400.00
Invoice	5/11/2023	230511-06 Township of North Bergen.	\$	910.00
Invoice	3/15/2023	230315-04 Township of North Bergen.	\$	230.00
Invoice	9/15/2022	220915-17 Township of North Bergen.	\$	200.00
Invoice	10/14/2022	221014-08 Township of North Bergen.	\$	100.00
Invoice	11/15/2022	221115-05 Township of North Bergen.	\$	5,700.00
Invoice	12/15/2022	221215-02 Township of North Bergen.	\$	1,760.00
Invoice	1/10/2023	230110-14 Township of North Bergen.	\$	3,660.00
Invoice	2/13/2023	230213-17 Township of North Bergen.	\$	3,020.00
Invoice	4/30/2023	Feb LTR Township of Pennsauken	\$	3,125.00
Invoice	4/30/2023	March LTR Township of Pennsauken	\$	2,425.00
Invoice	5/16/2023	April LTR Township of Pennsauken	\$	3,700.00
Invoice	5/11/2023	230511-06 Township of Shamong	\$	100.00
Invoice	5/11/2023	230511-07 Township of West Milford.	\$	1,750.00
Invoice	3/15/2023	230315-03 Village of Maywood.	\$	4,937.00

Invoice	10/14/2022 221014-08 Village of Maywood.	\$	5,885.00
Invoice	2/13/2023 230213-16 Village of Maywood.	\$	4,846.00
Invoice	4/17/2023 230417-05 West New York Town	\$	400.00
Invoice	5/11/2023 230511-06 West New York Town	\$	835.00
Invoice	3/15/2023 230315-04 West New York Town	\$	400.00
Invoice	9/15/2022 220915-17 West New York Town	\$	610.00
Invoice	10/14/2022 221014-08 West New York Town	\$	810.00
Invoice	11/15/2022 221115-05 West New York Town	\$	1,330.00
Invoice	12/15/2022 221215-02 West New York Town	\$	1,045.00
Invoice	1/10/2023 230110-14 West New York Town	\$	720.00
Invoice	2/13/2023 230213-17 West New York Town	\$	400.00

SCHEDULE B - 6. EQUIPMENT

Equipment List

Description	Addl Desc	Qty	Estimated Value	Total Est Value
Steve Arpaia	2 lenovo laptops (one for eDiscovery)	2	\$ 50	\$ 100
Angel Landcaster	2 monitor, dock	2	\$ 50	\$ 100
Cathi Shifflett	2 monitor, dock	2	\$ 50	\$ 100
Missy Williamson	desktop, 2 monitor	2	\$ 50	\$ 100
Susan Rodriguez	desktop, 2 monitor	2	\$ 50	\$ 100
Berkys Tindall	laptop	1	\$ 300	\$ 300
Deanna Morris	Laptop	1	\$ 300	\$ 300
Andrew Mcelhinny	laptop	1	\$ 300	\$ 300
Scott Blaise	laptop	1	\$ 300	\$ 300
jeremy cardew	Laptop	1	\$ 300	\$ 300
Mike Nicholson	laptop	1	\$ 300	\$ 300
kevin crook	laptop	1	\$ 300	\$ 300
Rachel Sisson	laptop - Broken	1	\$ -	\$ -
Karina Bajo	laptop	1	\$ 300	\$ 300
even ingram	laptop	1	\$ 300	\$ 300
Taylor Ekey	laptop monitor	1	\$ 40	\$ 40
Rena Castro	laptop monitor	1	\$ 40	\$ 40
Barb Wassel	laptop monitor	1	\$ 40	\$ 40
Stacy Weir	laptop monitor	1	\$ 40	\$ 40
Lucia Kelderhouse	laptop monitor	1	\$ 40	\$ 40
Rhonda Baggett	laptop monitor	1	\$ 40	\$ 40
Amy Carcieri	laptop monitor	1	\$ 40	\$ 40
Amy Alicea	laptop monitor	1	\$ 40	\$ 40
Marylyn Jackson	laptop monitor	1	\$ 40	\$ 40
Kaydee Bailey	laptop monitor	1	\$ 40	\$ 40
Jaime Price	laptop monitor	1	\$ 40	\$ 40
Alaina bischoffberger	laptop monitor	1	\$ 40	\$ 40
Jayne Egler	Laptop monitor	1	\$ 40	\$ 40
chris scheen	Laptop monitor	1	\$ 40	\$ 40

charles comstock	Laptop monitor	1	\$	40	\$	40
Tracey Howarth	lenovo laptop, dock, monitor	1	\$	400	\$	400
Matthew Tindall	training setup TBD	1	\$	300	\$	300
dreykus lowe	training setup TBD	1	\$	300	\$	300
james bolden	training setup TBD	1	\$	300	\$	300
joe fields	training setup TBD	1	\$	300	\$	300
kiesten daley	training setup TBD	1	\$	300	\$	300
nathan young	training setup TBD	1	\$	300	\$	300
Apple	Macbook for Developing	1	\$	500	\$	500
	Total				\$	6,500

SCHEDULE B - 7. PREPAID EXPENSES

Vendor	GL Account	Balance
Outsystems	IT:Software Licenses	\$ 7,710.30
SmartyStreets	Data Collection and Maintenance	\$ 833.45
TAGOVE	IT:Software Licenses	\$ 5,589.00
Legal Retainer - Levan Stapleton	Professional Fees:Legal	\$ 20,000.00
OfficeVibe	IT:Subscriptions	\$ 1,457.00
Power Almanac	Marketing/PR	\$ 6,000.00
Hard Rock Atlantic City	Trade Show Expense:Lodging	\$ 269.28
Florida City and County	Trade Show Expense: Registration/Booth	\$ 1,500.00
New Jersey Conference	Trade Show Expense: Registration/Booth	\$ 445.00
Willis Towers Watson - Executive Risk Package	Insurance Expense:Exec Risk (D&O,EPL,FID,CRIM)	\$ 28,875.00
Willis Towers Watson - Cyber	Insurance Expense:Cyber/Network Liability	\$ 11,235.00
Florida League of Cities	Trade Show Expense: Registration/Booth	\$ 1,850.00
Hyatt Grand Cypress	Trade Show Expense:Lodging	\$ 637.89
Legal Retainer - Nardella	Professional Fees:Legal	\$ 15,000.00
Swartz Campbell	Professional Fees:Legal	\$ 25,000.00
Total		\$ 126,401.92

SCHEDULE B - 8. OTHER

N/A

SCHEDULE B - EXEMPT PROPERTY

N/A



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Administration

ITEM #7: Resolution No. 2023-39 - FY 2024 Preliminary Millage Rates - Operating, Debt Service & CRA Tax Increment Financing (TIF)

SUMMARY: The Village received Form DR-420 - Certification of Taxable Value and Form DR-420 Debt - Certification of Voted Debt Millage from the PBC Property Appraiser's Office. These forms certify the Village's taxable values for the upcoming fiscal year (FY 23/24) as well as other related financial information:

The gross taxable value for all properties within the Village for FY 2024 is \$1,902,659,981, an increase in taxable value of \$226,792,324 over FY 22/23.

The calculated rolled-back rate is \$3.1131 per 1,000 taxable value. The Village's proposed FY 2024 operating millage for the General Fund is \$3.50 per \$1,000 of the taxable value or an increase of 12.43% over the rolled-back rate. At 100% collection, the expected operating millage is to generate \$6,659,310 in ad-valorem tax revenue; however, the Village budgets at a 96% collection ratio; thus, the projected revenue expected is \$6,392,938.

The taxable value for debt service is \$1,906,567,750. The proposed millage rate required to pay the general obligation debt for FY 2024 is \$0.2319 per \$1,000 of the taxable value. That is a decrease of \$0.0320 from FY 22/23.

The combined proposed millage rates for FY 2024 (3.5000 operating + 0.2319 debt = 3.7319 total mills) is 0.0320 mills lower than the combined approved millage rates for FY 22/23 (3.5000 operating + 0.2639 debt = 3.7639 total mills).

The gross taxable increment value (TIF) for the Palm Springs Community Redevelopment Agency (CRA) for FY 2024 is \$124,182,408. The Palm Springs CRA will receive TIF funding from the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - a proposed \$3.50 per \$1,000 taxable value. At 100% collection, the total increment/revenue expected to generate is \$434,638. However, the Village budgets a 95% collection ratio; thus, the proposed budgeted increment/revenue expected is \$412,907.

As a result, the proposed Resolution establishes the tentative millage rates for Fiscal Year 23/24.

The Village Council is requested to establish the final millage rates in September 2023.

FISCAL IMPACT:

Establishes preliminary operating millage rate and debt service millage rates for the proposed budget for the fiscal year 2023-2024

ATTACHMENTS:

1. Resolution No. 2023-39 - Proposed Millage Rate
2. Form DR420
3. Form DR420 DEBT
4. Form DR420 MMP
5. Form DR420 TIF
6. History of Millage Rates 1979-2024

RESOLUTION NO. 2022-39

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TENTATIVELY ESTABLISHING A MILLAGE RATE FOR THE 2023-2024 FISCAL YEAR; SETTING REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, each municipality must, prior to August 4th of each year, advise the Property Appraiser of proposed millage rate, current year rolled-back rate computed pursuant to Section 200.065, Florida Statutes, and the date, time, and place of the budget hearings; and

WHEREAS, in accordance with the above requirement, the Village must complete the necessary form, certifying taxable value, including statement of additions and deletions for the Village of Palm Springs; and

WHEREAS, based on preliminary figures necessary for the 2023-2024 fiscal year budget, the Village has calculated a proposed ad valorem millage rate.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. That the rolled-back rate be certified at \$3.1131 per \$1,000.

Section 2. That the proposed millage rate for FY 2023 be established at \$3.50 mills.

Section 3. That the debt service millage rate for FY 2023 be set at \$0.2319 per \$1,000.

Section 4. That the first public hearing to consider the budget for fiscal year 2023-2024 be held on Thursday, September 14, 2023, at 6:30 p.m., along with the first Council Meeting for the month of September 2023.

Section 5. That the second public hearing to consider the budget for the 2022-2023 fiscal year be held on Thursday, September 27, 2023, at 6:30 p.m., during the Regular Council Meeting. Both the first and second public hearings shall be held at the Council

Section 6. That this information be included on the Certification of Taxable Value Form which is forwarded to the Property Appraiser and Tax Collector.

Section 7. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
DOUG GUNTHER, VICE MAYOR	☐	☐	☐
JONI BRINKMAN, MAYOR PRO TEM	☐	☐	☐
PATTI WALLER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



CERTIFICATION OF TAXABLE VALUE

[Reset Form](#)
[Print Form](#)

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2023	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,808,641,226	(1)
2.	Current year taxable value of personal property for operating purposes	\$	94,018,755	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	1,902,659,981	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	18,510,254	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	1,884,149,727	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	1,675,867,657	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☒ YES ☐ NO	Number 1	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	☒ YES ☐ NO	Number 1	(9)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser:		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.				
10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	3.5000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	5,865,537	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	5,865,537	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	1,884,149,727	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	3.1131	per \$1000	(16)
17.	Current year proposed operating millage rate	3.5000	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	6,659,310	(18)

19.	TYPE of principal authority (check one)		☐ County	☐ Independent Special District	(19)
			☒ Municipality	☐ Water Management District	
20.	Applicable taxing authority (check one)		☒ Principal Authority	☐ Dependent Special District	(20)
			☐ MSTU	☐ Water Management District Basin	
21.	Is millage levied in more than one county? (check one)		☐ Yes	☒ No	(21)
DEPENDENT SPECIAL DISTRICTS AND MSTUs			 STOP HERE - SIGN AND SUBMIT		
22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>			\$ 5,865,537	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>			3.1131 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>			\$ 5,923,171	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>			\$ 6,659,310	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>			3.5000 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>			12.43 %	(27)
First public budget hearing		Date :	Time :	Place :	
SIGN HERE	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Michael Bornstein, Village Manager		Rebecca Morse, CFO		
	Mailing Address :		Physical Address :		
		226 CYPRESS LANE			
City, State, Zip :		Phone Number :		Fax Number :	
PALM SPRINGS, FL 33461		5615848441		5619650899	

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check “Yes” if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check “Yes” if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.



CERTIFICATION OF VOTED DEBT MILLAGE

[Reset Form](#)[Print Form](#)

DR-420DEBT

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year : 2023	County : PALM BEACH
Principal Authority : Palm Springs	Taxing Authority : Palm Springs
Levy Description : Palm Springs Debt	

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	1,812,548,995	(1)
2.	Current year taxable value of personal property for operating purposes	\$	94,018,755	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes (Line 1 plus Line 2 plus Line 3)	\$	1,906,567,750	(4)
SIGN HERE	Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser :		Date :	
	Electronically Certified by Property Appraiser		6/27/2023 9:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY

5.	Current year proposed voted debt millage rate	0.2319	per \$1,000	(5)
6.	Current year proposed millage voted for 2 years or less under s. 9(b) Article VII, State Constitution	0.0000	per \$1,000	(6)
S I G N H E R E	Taxing Authority Certification		I certify the proposed millages and rates are correct to the best of my knowledge.	
	Signature of Chief Administrative Officer :		Date :	
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO		
	Mailing Address :	Physical Address : 226 CYPRESS LANE		
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899	

INSTRUCTIONS

Property appraisers must complete and sign Section I of this form with the DR-420, *Certification of Taxable Value*, and DR-420S, *Certification of School Taxable Value*, and provide it to all taxing authorities levying a

- Voted debt service millage levied under Section 12, Article VII of the State Constitution or
- Millage voted for two years or less under s. 9(b), Article VII of the State Constitution

Section I: Property Appraiser

Use a separate DR-420DEBT for each voted debt service millage that's levied by a taxing authority. The property appraiser should check the Yes box on Line 9 of DR-420, *Certification of Taxable Value*, or Line 8 of DR-420S, *Certification of School Taxable Value*. The property appraiser should provide the levy description and complete Section I, Lines 1 through 4 of this form, for each voted debt service millage levied.

Enter only taxable values that apply to the voted debt service millage indicated.

Sign, date, and forward the form to the taxing authority with the DR-420.

Section II: Taxing Authority

Each taxing authority levying a voted debt service millage requiring this form must provide the proposed voted debt millage rate on Line 5.

If a DR-420DEBT wasn't received for any

- Voted debt service millages or
- Millages voted for two years or less

contact the property appraiser as soon as possible and request a DR-420DEBT.

Sign, date, and return the form to your property appraiser with the DR-420 or DR-420S.



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P

R. 5/12

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

Year: 2023		County: PALM BEACH	
Principal Authority : Palm Springs		Taxing Authority: Palm Springs	
1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☒ No (1)
IF YES,  STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	3.1131 per \$1,000	(2)
3.	Prior year maximum millage rate with a majority vote from 2022 Form DR-420MM, Line 13	5.0646 per \$1,000	(3)
4.	Prior year operating millage rate from Current Year Form DR-420, Line 10	3.5000 per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5.	Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$ 1,675,867,657	(5)
6.	Prior year maximum ad valorem proceeds with majority vote (Line 3 multiplied by Line 5 divided by 1,000)	\$ 8,487,599	(6)
7.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$ 0	(7)
8.	Adjusted prior year ad valorem proceeds with majority vote (Line 6 minus Line 7)	\$ 8,487,599	(8)
9.	Adjusted current year taxable value from Current Year form DR-420 Line 15	\$ 1,884,149,727	(9)
10.	Adjusted current year rolled-back rate (Line 8 divided by Line 9, multiplied by 1,000)	4.5047 per \$1,000	(10)
Calculate maximum millage levy			
11.	Rolled-back rate to be used for maximum millage levy calculation (Enter Line 10 if adjusted or else enter Line 2)	4.5047 per \$1,000	(11)
12.	Adjustment for change in per capita Florida personal income (See Line 12 Instructions)	1.0284	(12)
13.	Majority vote maximum millage rate allowed (Line 11 multiplied by Line 12)	4.6326 per \$1,000	(13)
14.	Two-thirds vote maximum millage rate allowed (Multiply Line 13 by 1.10)	5.0959 per \$1,000	(14)
15.	Current year proposed millage rate	3.5000 per \$1,000	(15)
16.	Minimum vote required to levy proposed millage: (Check one)		
☒	a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.		
☐	b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.		
☐	c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
☐	d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.		
17.	The selection on Line 16 allows a maximum millage rate of (Enter rate indicated by choice on Line 16)	4.6326 per \$1,000	(17)
18.	Current year gross taxable value from Current Year Form DR-420, Line 4	\$ 1,902,659,981	(18)

Continued on page 2

Taxing Authority : Palm Springs		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 6,659,310	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 8,814,263	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE. SIGN AND SUBMIT.	
21. Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>		\$ 0	(21)
22. Total current year proposed taxes <i>(Line 19 plus Line 21)</i>		\$ 6,659,310	(22)
Total Maximum Taxes			
23. Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>		\$ 0	(23)
24. Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>		\$ 8,814,263	(24)
Total Maximum Versus Total Taxes Levied			
25. Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)		☒ YES ☐ NO	(25)
S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
	Signature of Chief Administrative Officer :		Date :
	Title : Michael Bornstein, Village Manager	Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :	Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461	Phone Number : 5615848441	Fax Number : 5619650899

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

DR-420MM-P
R. 5/12
Page 3

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2023 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2022 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2022 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



Reset Form

Print Form

DR-420TIF

R. 6/10

Rule 12D-16.002

Florida Administrative Code

Effective 11/12

TAX INCREMENT ADJUSTMENT WORKSHEET

Year :	2023	County :	PALM BEACH
Principal Authority :	Palm Springs	Taxing Authority :	Palm Springs
Community Redevelopment Area :	PALM SPRINGS -2020	Base Year :	2019

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value in the tax increment area	\$	413,336,064	(1)
2.	Base year taxable value in the tax increment area	\$	289,153,656	(2)
3.	Current year tax increment value <i>(Line 1 minus Line 2)</i>	\$	124,182,408	(3)
4.	Prior year Final taxable value in the tax increment area	\$	353,329,514	(4)
5.	Prior year tax increment value <i>(Line 4 minus Line 2)</i>	\$	64,175,858	(5)

SIGN HERE	Property Appraiser Certification	I certify the taxable values above are correct to the best of my knowledge.	
	Signature of Property Appraiser : Electronically Certified by Property Appraiser	Date : 6/27/2023 9:31 AM	

SECTION II: COMPLETED BY TAXING AUTHORITY Complete EITHER line 6 or line 7 as applicable. Do NOT complete both.

6. If the amount to be paid to the redevelopment trust fund IS BASED on a specific proportion of the tax increment value:				
6a.	Enter the proportion on which the payment is based.	100.00 %	(6a)	
6b.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 6a)</i> <i>If value is zero or less than zero, then enter zero on Line 6b</i>	\$ 124,182,408	(6b)	
6c.	Amount of payment to redevelopment trust fund in prior year	\$ 0	(6c)	
7. If the amount to be paid to the redevelopment trust fund IS NOT BASED on a specific proportion of the tax increment value:				
7a.	Amount of payment to redevelopment trust fund in prior year	\$ 0	(7a)	
7b.	Prior year operating millage levy from Form DR-420, Line 10	0.0000 per \$1,000	(7b)	
7c.	Taxes levied on prior year tax increment value <i>(Line 5 multiplied by Line 7b, divided by 1,000)</i>	\$ 0	(7c)	
7d.	Prior year payment as proportion of taxes levied on increment value <i>(Line 7a divided by Line 7c, multiplied by 100)</i>	0.00 %	(7d)	
7e.	Dedicated increment value <i>(Line 3 multiplied by the percentage on Line 7d)</i> <i>If value is zero or less than zero, then enter zero on Line 7e</i>	\$ 0	(7e)	

S I G N H E R E	Taxing Authority Certification	I certify the calculations, millages and rates are correct to the best of my knowledge.		
	Signature of Chief Administrative Officer :		Date :	
	Title : Michael Bornstein, Village Manager		Contact Name and Contact Title : Rebecca Morse, CFO	
	Mailing Address :		Physical Address : 226 CYPRESS LANE	
	City, State, Zip : PALM SPRINGS, FL 33461		Phone Number : 5615848441	Fax Number : 5619650899

TAX INCREMENT ADJUSTMENT WORKSHEET INSTRUCTIONS

Property appraisers must complete and sign Section I of this worksheet and provide it with form DR-420, *Certification of Taxable Value*, to all taxing authorities who make payments to a redevelopment trust fund under:

- s. 163.387(2)(a), Florida Statutes, or
- An ordinance, resolution, or agreement to fund a project or to finance essential infrastructure.

“Tax increment value” is the cumulative increase in taxable value from the base year to the current year within the defined geographic area. It is used to determine the payment to a redevelopment trust fund under:

- s. 163.387(1), F.S. or
- An ordinance, resolution, or agreement to fund a project or finance essential infrastructure. In this case, the taxing authority must certify the boundaries and beginning date to the property appraiser.

“Dedicated increment value” is the portion of the tax increment value used to determine the payment to the redevelopment trust fund. (See s. 200.001(8)(h), F.S.) Calculate the dedicated increment value on this form and enter on either Line 6b or Line 7e.

“Specific proportion,” used to determine whether to complete Line 6 or Line 7, refers to the calculation of the tax increment payment. Examples:

- Example 1.
Section 163.387(1), F.S., states the payment made by the taxing authority should equal 95% of the millage levied times the tax increment value. The specific proportion in this case is 95%. The ordinance providing for the payment may set a percentage lower than 95%. In these cases, the lower percentage would be the specific proportion.
- Example 2.
Some required tax increment payments are not directly related to the tax increment value. A constant dollar payment is a payment not based on a specific proportion of the tax increment value. Line 7 converts these payments into a proportion based on the prior year's payment and tax increment value to reach the current year's dedicated increment value.

Section I: Property Appraiser

A. Complete Section I of this form for each county, municipality, independent special district, dependent special district, and MSTU that:

- Has a tax increment value and
- Is not exempted from making payments to a community redevelopment trust fund based on tax increments (s. 163.387(2)(c), F.S.).

If a taxing authority has more than one tax increment value, they must complete a separate form for each tax increment value. Send a copy to each taxing authority with the DR-420 and keep a copy. When the taxing authority returns the completed forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight Program - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

B. Enter only tax increment values that apply to the value located within the taxing authority indicated.

Section II: Taxing Authority

Complete Section II of the form, keep one copy, and return the original and one copy to your property appraiser with DR-420 within 35 days of certification. Send one copy to your tax collector.

Additional Instructions for Lines 6 and 7

Complete Line 6 if the payment into the redevelopment trust fund is a specific proportion of the tax increment value.

Complete Line 7 if the payment is based on a calculation other than a specific proportion. Do not complete both Lines 6 and 7.

Village of Palm Springs
Millage Rates
Fiscal Years 1979 - 2024

Fiscal Year	Operating Millage	Debt Service Millage	Total Millage
2024	3.5000	0.2319	3.7319
2023	3.5000	0.2639	3.7639
2022	3.5000	0.2994	3.7994
2021	3.5000	0.3104	3.8104
2020	3.5000	0.3381	3.8381
2019	3.5000	0.3777	3.8777
2018	3.6500	0.4062	4.0562
2017	3.9000	0.4930	4.3930
2016	3.9000	0.5484	4.4484
2015	3.9000	0.6620	4.5620
2014	3.9000	0.7117	4.6117
2013	3.5000	1.1520	4.6520
2012	3.5000	0.9560	4.4560
2011	3.5000	0.9368	4.4368
2010	3.5000	0.7736	4.2736
2009	4.3321	0.6325	4.9646
2008	4.0076	0.5755	4.5831
2007	4.7714	0.6657	5.4371
2006	4.7714	0.9692	5.7406
2005	4.7714	1.2009	5.9723
2004	4.8740	1.4468	6.3208
2003	4.8740	1.9311	6.8051
2002	4.9999	0.2458	5.2457
2001	5.1593	0.3026	5.4619
2000	5.2632	0.3262	5.5894
1999	5.2632	0.3684	5.6316
1998	5.2632	0.4064	5.6696
1997	5.3114	0.4261	5.7375
1996	5.4510	0.4450	5.8960
1995	5.4510	0.4570	5.9080
1994	5.4510	0.4510	5.9020
1993	5.2010	0.4550	5.6560
1992	5.1200	0.4330	5.5530
1991	5.2220	0.4510	5.6730
1990	5.0570	0.4430	5.5000
1989	4.5840	0.4160	5.0000
1988	4.3010	0.0000	4.3010
1987	4.2700	0.0000	4.2700
1986	4.2000	0.0000	4.2000

**Village of Palm Springs
Millage Rates
Fiscal Years 1979 - 2024**

Fiscal Year	Operating Millage	Debt Service Millage	Total Millage
1985	3.6310	0.0000	3.6310
1984	4.0940	0.0000	4.0940
1983	3.4700	0.0000	3.4700
1982	4.5000	0.0000	4.5000
1981	6.0950	0.0000	6.0950
1980	3.6170	0.0000	3.6170
1979	3.8340	0.0000	3.8340



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Administration

ITEM #8: Resolution No. 2023-37 - Final Garbage Non Ad-Valorem Assessment Rates - FY 2023

SUMMARY: The Village Council adopted Resolution No. 2023-31, setting the preliminary Non-Ad-Valorem assessment rates for the fiscal year 23/24 budget. As a result, Resolution No. 2023-37 proposes to set the final Non-Ad-Valorem assessment roll rates to provide a uniform method for collecting this assessment for garbage, trash and recyclables collection services in the Village on the Palm Beach County Tax Notices.

The proposed rates for Fiscal Year 2023-2024 will be as follows:

Single Family Homes	\$ 225
Multi-Family Homes	\$ 140
Mobile Homes	\$ 140

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices by adoption of Resolution No. 2008-17 in February 2008. This Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The Council has adopted a corresponding resolution each year setting rates for the upcoming fiscal year. The proposed Resolution would establish the Non Ad-Valorem rates for garbage based on the cost of collection and disposal at that time. The projected price includes a 9% contract increase effective April 1, 2023. This contract expires April 1, 2024. Furthermore, a potential increase in the Village's contract with a contractor hauler needs to be considered. In an effort to assist with the reduced administrative margin to offset staff costs, it is necessary to increase rates.

The projected total annual revenue that the Village would assess is expected to be \$1,615,310 for 7,292 parcels.

FISCAL IMPACT:

The projected total annual revenue that the Village would assess is expected to be \$1,615,310 for 7,292 parcels (which is at a 96% collection rate).

ATTACHMENTS:

1. Resolution No. 2023-37 Preliminary Non Ad Valorem Assessment Rates 23-24
2. Form DR 408

RESOLUTION NO. 2023-37

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING THE FINAL NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2023 - 2024 SO AS TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palm Springs previously adopted Resolution No. 2008-17 on February 14, 2008, stating the intent of the Village to use the Uniform Method of Collecting a Non-Ad Valorem Assessment for garbage, trash and recyclables collection services and other related services for all parcels within the incorporated boundaries of the Village and to include all future annexation of properties into the future during the effective time of the resolution; and

WHEREAS, Resolution No. 2023-37 adopts a final non-ad valorem assessment roll for fiscal year 2023 - 2024; and

WHEREAS, the Village Council has determined to consider a final non-ad valorem assessment roll for fiscal year 2023 - 2024, on all parcels within the incorporated municipal boundaries of the Village of Palm Springs, including all parcels of land annexed into the Village from the boundaries set at the time of Resolution No. 2008-17 into the future during the effective term of the resolution.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. The Final Non-Ad Valorem Assessment rates per computed parcels for the Village of Palm Springs for purposes of TRIM for the Fiscal Year 2023 - 2024 are hereby adopted as follows:

Single Family Homes	\$225
Multi-Family Homes	\$140
Mobile Homes	\$140

Section 3. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of July 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEV SMITH, MAYOR

ATTEST:

BY: _____

KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____

GLEN J. TORCIVIA, VILLAGE ATTORNEY



CERTIFICATE TO NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Chairman of the Board, or authorized agent of Village of Palm Springs, located in Palm Beach County, Florida; as such, I have satisfied myself that all property included or includable on the Non-Ad Valorem Assessment Roll for the aforesaid county is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I further certify that, upon completion of this certificate and the attachment of same to the herein described Non-Ad Valorem Assessment Roll as part thereof, said Non-Ad Valorem Assessment Roll will be delivered to the Tax Collector of this county.

In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 27th day of July, 2023 year.

Chairman of the Board or authorized agent

of Village of Palm Springs
Name of local government

Palm Beach County, Florida



Village of Palm Springs

Executive Brief

AGENDA DATE: July 27, 2023

DEPARTMENT: Public Works

ITEM #9: Resolution 2023-38- Stormwater Non Ad-Valorem Assessment Rates - FY 23/24

SUMMARY: The proposed Resolution sets the final Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2024 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 23-24 will be the same as last year:

	Annual Rate
Single Family Residential Condominiums	\$48
Multifamily	\$48
Commercial (Under 2 ESU's)	\$48
Commercial (2 to 4.99)	\$96
Commercial (5 to 9.99 ESU's)	\$180
Commercial (10 ESU's and above)	\$240

The Village Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, which provides billing services for the Village.

The final tax roll for FY 23/24 is \$550,876 based on 8110 parcels.

FISCAL IMPACT:

The proposed FY 23/24 rates are the same as last year's rates.

ATTACHMENTS:

1. Resolution No. 2023-38 Approval of Non-Valorem Stormwater
2. Form DR 408a

RESOLUTION NO. 2023-38

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING USER RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE FINAL HEARING OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs, Florida, did, on July 9, 2015, adopt Ordinance No. 2015-27, which provides for the creation and establishment of a Village-wide Stormwater Management System; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015, adopt Ordinance No. 2015-43 which amended Chapter 78 of the Code of Ordinances of the Village of Palm Springs to provide for the method of establishing and collecting Stormwater Management Assessments; and

WHEREAS, the statutory authority for the creation and implementation of Ordinance No. 2015-27, as amended, is predicated on Article VIII, Section 2(b) of the Florida Constitution; Chapter 166, Florida Statutes, as amended and supplemented; Section 403.0893, Florida Statutes, as amended and supplemented; Chapter 197, Florida Statutes, as amended and supplemented; and other applicable provisions of law; and

WHEREAS, the Village Council of the Village of Palm Springs did, on December 10, 2015 adopt Resolution No. 2015-90 stating the intent to use the uniform method of collecting a non-ad valorem assessment for stormwater utility fees; and

WHEREAS, the Village Council of the Village of Palm Springs has found that owners, tenants, and occupants of property within the geographical boundaries of the Village will derive a special benefit from the effective management of stormwater and other surface water and from the operation, maintenance, and expansion of the stormwater management system; and

WHEREAS, Chapter 78 of the Code of Ordinances of the Village of Palm Springs establishes that the rate for stormwater management assessments for each parcel within the benefited area, other than with respect to non-assessed property, shall be established each year by resolution of the Village Council; and

WHEREAS, billing and collection of the stormwater management assessment shall be accomplished utilizing the uniform method of collection; and

WHEREAS, a rate for stormwater management assessments for the various classes of property (other than non-assessed property) within the benefited area has been calculated as provided in the “Stormwater Study for Justification of Interim Fees”, (previously adopted by the Village Council at its July 9, 2015 meeting) and as further set forth in Section 2 of this resolution; and

WHEREAS, a public hearing on this resolution setting the rates for the purposes of adopting and certifying a stormwater assessment roll is duly noticed; and

WHEREAS, the Village, upon adoption of the rates, shall review the stormwater assessment roll to determine its conformity with the proposed rate resolution and, if, upon the completion of such review the Village shall be satisfied that the Stormwater Management Assessment Roll has been prepared in conformity with the proposed rate resolution, it shall adopt said resolution and ratify and confirm the Stormwater Management Assessment Roll and certify that the Stormwater Management Assessment Roll is correct and proper and is to be used in collecting the stormwater management assessments. Thereafter, the Village Council, if no objections are made by persons affected by the assessment roll at the public hearing or if objections having been made are deemed insufficient by the Village Council, shall thereupon adopt the assessments as shown by the Assessment Roll; and

WHEREAS, the owner of each parcel within the benefited area for which a stormwater assessment is levied shall thereafter be responsible for payment, therefore.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
VILLAGE OF PALM SPRINGS, FLORIDA:**

Section 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

Section 2. That the Village Council does hereby adopt, after public hearing, the final rates as previously set forth which are as follows:

Single Family Residential and Condominiums	\$ 48.00 per year
Multi-Family Units	\$ 48.00 per year
Commercial (under 2 ESU's)	\$ 48.00 per year
Commercial (2 to 4.99 ESU's)	\$ 96.00 per year
Commercial (5 to 9.99 ESU's)	\$ 180.00 per year
Commercial (10 ESU's and above)	\$ 240.00 per year

Section 3. The final tax roll for FY 23/24 is \$550,876 based on 8110 parcels.

Section 4. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
JONI BRINKMAN, VICE MAYOR	☐	☐	☐
PATTI WALLER, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
GARY READY, COUNCIL MEMBER	☐	☐	☐

Resolution No. 2023-38
FY 2023-2024 Stormwater Assessment Fees

The Mayor thereupon declared this Resolution duly passed and adopted this 27th day of JULY 2023.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



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In witness whereof, I have subscribed this certificate and caused the same to be attached to and made a part of the above described Non-Ad Valorem Assessment Roll this the 27th day of July, 2023 year.

Chairman of the Board or authorized agent

of Village of Palm Springs
Name of local government

Palm Beach County, Florida