

Forms

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1 Dated JULY 5, 2023

Addendum #2 Dated _____

Addendum #3 Dated _____

Addendum #4 Dated _____

Addendum #5 Dated _____

Addendum #6 Dated _____

Addendum #7 Dated _____

Addendum #8 Dated _____

Addendum #9 Dated _____

Addendum #10 Dated _____

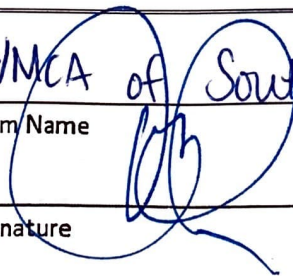
PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

YMCA of South Palm Beach County, Inc.

Firm Name

Signature



Jason Hagensick - President/CEO

Name and Title (Print or Type)

July 19, 2023

Date

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the District, including all Conflict-of-Interest provisions.

Firm Name: YMCA of South Palm Beach County, Inc.

Street Address: 2500 N. Military Trail, Suite 475, Boca Raton, FL 33431

Mailing Address (if different from Street Address): _____

Telephone Number(s): 561-237-0947

Fax Number(s): _____

Email Address: jhagensick@ymcaspbcc.org

Federal Employer Identification Number:
59-1416281

Prompt Payment Terms: _____ % _____ days' net _____ days

Signature: _____

(Signature of authorized agent)

Print Name: Jason Hagensick

Title: President / CEO

Date: July 19, 2023

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE DISTRICT MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Proposers must disclose the name of any District employee or officer who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the District the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any District duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

YMCA OF SOUTH PALM BEACH COUNTY, INC.
Firm/Name

[Signature]
Signature

JASON HAGENSIK, PRESIDENT & CEO
Name and Title (Print or Type)


7.19.2023
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, or consultant 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

YMCA of South Palm Beach County, Inc.
Firm Name


Signature

Jason Hagensick - President/CEO
Name and Title (Print or Type)

July 19, 2023
Date

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

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the Greater Boca Raton Beach & Park District in order to perform the service. Upon request from the Greater Boca Raton Beach & Park District's custodian of public records, Contractor shall provide the Greater Boca Raton Beach & Park District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. Upon completion of the contract, Contractor shall transfer, at no cost, to the Greater Boca Raton Beach & Park District all public records in possession of the Contractor or keep and maintain public records required by the Greater Boca Raton Beach & Park District in order to perform the service. If the Contractor transfers all public records to the Greater Boca Raton Beach & Park District 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 Greater Boca Raton Beach & Park District, upon request from the Greater Boca Raton Beach & Park District's custodian of public records, in a format that is compatible with the information technology systems of the Greater Boca Raton Beach & Park District.

Acknowledged:

YMCA of South Palm Beach County, Inc.
Firm Name

Signature

Jason Hagensick - President/CEO

Name and Title (Print or Type)

July 19, 2023

Date

NON-COLLUSION AFFIDAVIT

STATE OF FL
COUNTY OF Palm Beach

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

- a. He/She is President/CEO of YMCA of South Palm Beach County, Inc. the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: _____

Title: Request for Proposals to Design, Finance, Develop and Operate Racquet Sport Facility at Park Site Located in Boca Raton, FL

- 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.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. 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 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 City or any person interested in the proposed contract.
- d. 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]
Signature

Subscribed and sworn to (or affirmed) before me this 19 day of July 2023 by Jason Hagensick, who is personally known to me or who has produced _____ as identification.

SEAL



Notary Signature Heather Gillian Dupree
Notary Name: Heather Gillian Dupree
Notary Public (State): Florida
My Commission No: HM 224835
Expires on: 2/6/2026

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: JASON HAGENSLICK

Title: PRESIDENT & CEO

Date: 7.19.2023

Signature: 