



**North Bay Village
REQUEST FOR PROPOSALS
RFP# 2021-013**

DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND
ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND
OTHER AMENITIES (“Galleon/TIES”)

VILLAGE COMMISSION OF NORTH BAY VILLAGE

Mayor Brent Latham
Vice Mayor Marvin Wilmoth
Commissioner Dr. Richard Chervony
Commissioner Julianna Strout
Commissioner Rachel Streifeld

VILLAGE MANAGER

Ralph Rosado, Ph.D., AICP

VILLAGE CLERK

Elora Riera

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.



North Bay Village PUBLIC NOTICE

RFP Name: DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND OTHER AMENITIES (“Galleon/TIES”)

RFP No.: RFP# 2021-013

Pre-Bid Conference: Non-mandatory
November 17, 2021 at 10 a.m. through Zoom
Meeting ID: 895 6997 2311 Password: 142050

Proposal Deadline: December 9, 2021 at 2 p.m.

NOTICE IS HEREBY GIVEN that North Bay Village (the “Village”) is soliciting proposals from experienced development and sports programming entities with a proven track record of successfully completing profitable, multi-component projects for the development of a new municipal and sports complex that would involve a municipal-owned property located at 1851 Galleon Street (“Galleon”) as well as the recreational and open space perimeter areas of Treasure Island Elementary School (“TIES”) located at 7540 East Treasure Drive, and the provision of sports programming open to residents and TIES school children, together known as “Galleon/TIES” or “the Project.”

At minimum, the Project must provide for the development of a new Community Center with recreational facilities, Village office space, and other amenities. The Project may also provide any practical combination of residential, office, and commercial uses. Interested companies, firms, and individuals (“Respondents”) may obtain a copy of Request for Proposals No. 2021-013 (the “RFP”) to be issued on November 9, 2021, through the Onvia DemandStar portal (www.demandstar.com). The RFP contains detailed information about the scope of the Project, submission requirements, and selection procedures. Interested Respondents shall register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Village with respect to this RFP will be made available through the DemandStar portal. It is the Respondent’s sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar.

Proposals shall be submitted via DemandStar and shall be clearly marked “Proposal to North Bay Village RFP# 2021-013 for DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND OTHER AMENITIES” (“Galleon/TIES”). They should be addressed to Angela Atkinson, Chief Financial Officer, North Bay Village. Proposals must be received by no later than December 9, 2021, at 2 p.m. via DemandStar, at which time the Proposals will be opened and recorded publicly. Late submittals shall not be accepted or considered. Respondents are responsible for ensuring that their proposal is received by the deadline.

A non-mandatory pre-bid conference will be held on November 17, 2021 at 10 a.m. through Zoom Meeting ID: 895 6997 2311 Password: 142050.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning this RFP until such time as a written recommendation is presented to the Village Mayor and Commission concerning the transaction.

Any questions, requests for information or clarification regarding this RFP must be made in writing by no later than November 18, 2021, at 4 p.m. to Angela Atkinson, aatkinson@nbvillage.com.

Published: November 9, 2021

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SECTION 1 INFORMATION FOR RESPONDENTS

1.1 INTRODUCTION

North Bay Village, a municipality located in Miami-Dade County, FL, is soliciting Proposals from experienced development and sports programming entities with a proven track record of successfully completing profitable, multi-component projects, for the development of a new municipal and sports complex that would involve a municipal-owned property located at 1851 Galleon Street (“Galleon”) as well as the recreational and open space perimeter areas of Treasure Island Elementary School (“TIES”) located at 7540 East Treasure Drive, and the provision of sports programming open to residents and TIES school children, together known as “Galleon/TIES” or “the Project.”

At minimum, the Project must provide for the development of a new Community Center with recreational facilities, Village office space, and other amenities. The Project may also provide any practical combination of residential, office, and commercial uses.

By way of this RFP, and pursuant to Section 36-25 of the Village’s Code of Ordinances, the Village requests proposals from Florida-certified, licensed, and otherwise qualified development and sports programming entities (“Respondents”) for the development of the Project, as further detailed in Section 2 of this RFP. The selected Respondent shall provide the services, design, labor, materials, equipment, and all incidentals necessary to develop the Project, as further set forth in Section 2 of this RFP. The Village intends to award a Comprehensive Agreement to the selected Respondent for the Project described in this RFP. However, the Village reserves the right to reject any or all proposals prior to award, for any reason, to discontinue the selection process, to stop negotiations, to abandon the Project or to solicit and re-advertise for other proposals, should they so decide. North Bay Village shall not be responsible for any proposal costs incurred by anyone, at any time.

1.2 DEFINITIONS

When used in this RFP, a Comprehensive Agreement (defined below), or related documents, the following terms shall have the meanings given below:

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Respondent to the Village for review and approval in writing pursuant to the terms of the Comprehensive Agreement.

Comprehensive Agreement: The written agreement (“Agreement”) between North Bay Village and the selected Respondent that contains the terms, conditions, and obligations under which development and operating rights to the properties proposed to be developed will be granted.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a Respondent to develop the Project.

Respondent: Any entity (individual, firm, partnership or corporation) submitting a proposal in response to this RFP, provided that the entity meets the minimum eligibility qualifications set forth in this RFP. (Also referred to as “Respondent” or “Contractor.”)

Subcontractor: Any person, entity, firm or corporation, other than the employees of the Respondent, who furnishes labor and/or materials, in connection with the work required for project implementation, whether directly or indirectly, on behalf of and/or under the direction of the Respondent and whether or not in privity of contract with the Respondent.

Village: North Bay Village, Florida a municipal corporation within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

1.3 SCHEDULE OF PROCUREMENT EVENTS

The following schedule of procurement events shall govern this RFP. The Village reserves the right to change the scheduled dates and times at its sole discretion.

Event	Date	Time
RFP Available on DemandStar www.Demandstar.com and www.northbayvillage-fl.gov	Tuesday, November 9, 2021	TBD
Non-Mandatory Pre-Bid Conference through Zoom <u>Meeting ID:</u> 895 6997 2311 <u>Password:</u> 142050	Wednesday, November 17, 2021	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Thursday, November 18, 2021	4:00 PM
Village Response to Written Questions www.Demandstar.com and www.northbayvillage-fl.gov	Tuesday, November 23, 2021	4:00 PM
Deadline for Electronic Submittal through www.Demandstar.com	Thursday, December 9, 2021	2:00 PM
Electronic Proposal Opening through Zoom <u>Meeting ID:</u> 884 1089 7245 <u>Password:</u> 409007	Thursday, December 9, 2021	2:00 PM
Distribution of Responses to Committee Members for Individual Review	Friday, December 10, 2021	5:00 PM
Review Committee Issues Recommendation through Zoom: <u>Meeting ID:</u> TBD <u>Password:</u> TBD	TBD	TBD
Notification of Short-List and Instructions for Interviews to Short-Listed Respondents	TBD	TBD

Presentations by Short-Listed Respondents to the Village Commission	Tuesday, January 11, 2022	6:30 PM
Notice of Intent to Award to be Posted on www.Demandstar.com and www.northbayvillage-fl.gov	Wednesday, January 12, 2022	Noon
Comprehensive Agreement Negotiations	TBD	TBD
Notice to Proceed	TBD	TBD

1.4. ADDENDA

If the Village finds it necessary to add to or amend this RFP prior to the Proposal submittal deadline, the Village will issue written addenda/addendum, which will be posted on DemandStar. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 5) and providing it with its Proposal.

1.5. AWARD OF PROPOSAL

The successful Respondent shall be notified in writing of award by the Village. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after the opening date for the proposals.

1.6. PROPOSAL GUARANTEE

Upon selection of the Respondent’s proposal and award by the Village of an Agreement to the successful Respondent, the Respondent must submit a Proposal Guarantee in the amount of \$75,000 to the Village. The Proposal Guarantee shall be utilized by the Village to cover all costs undertaken by the Village in the preparation, issuance, and processing of this RFP, including any costs associated with the review of RFP submissions and any other costs undertaken by the Village in connection with this RFP. The Village may require an additional Proposal Guarantee if needed.

The Proposal Guarantee shall reference the RFP title, “North Bay Village RFP# 2021-013 for DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND OTHER AMENITIES” on the Proposal Guarantee. The original Proposal Guarantee must be received by Angela Atkinson, North Bay Village, Chief Financial Officer, at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141, within 48 hours of the Proposal selection and award. If the awarded Respondent does not submit the Proposal Guarantee within 48 hours of the Proposal selection and award, the Village may, at its sole discretion, revoke award of the Agreement to the Respondent and award the Agreement to the next highest ranked proposer or reject all proposals. Proposal Guarantees must be in the form of a certified check, cashier's check, an irrevocable letter of credit, or surety bond payable to North Bay Village.

1.7 CERTIFICATION

By submitting a Proposal to this RFP, the Respondent declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the services necessary to develop the Project; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Respondent shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

1.8 COMPLETENESS

All information required by this RFP must be supplied to constitute an acceptable and complete proposal. Notwithstanding the foregoing, the Village, in its sole discretion, reserves the right to waive irregularities, as further set forth under this Section 1.14. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.

1.9 CONE OF SILENCE

Notwithstanding any other provision in this RFP, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this RFP.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the Village. Please contact the Village Clerk for any questions regarding Cone of Silence compliance.

1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the sections of the RFP and/or any addendum issued, the order of precedence shall be as follows: the last addendum issued, the Information for Respondents, the Scope of Project Development, and the Proposal Requirements and Evaluation.

1.11 COMPREHENSIVE AGREEMENT

An Agreement shall be negotiated with the awarded Respondent. The Village shall provide a copy of the final Agreement to the awarded Respondent, who shall sign, witness, and return the Agreement to the Village for execution. The Village shall provide a copy of the fully executed Agreement to the awarded Respondent.

1.12 DISQUALIFICATION OF RESPONDENTS

A Respondent may be disqualified temporarily or permanently, and his/her/their proposal(s) rejected for:

- A. Poor performance or default, in the Village's opinion, on previous contracts with the Village;

- B. Poor performance or default, in the Village's opinion, on previous contracts with other public entities;
- C. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract;
- D. Reason to believe that the Respondent is engaged in collusion with other Respondents;
- E. Lack of competency, as may be revealed by qualification statements, financial statements, experience records, and other relevant documents; and
- F. Other circumstances that indicate that the Respondent has failed to comply with the requirements of the RFP, cannot perform the services required for the Project, or has taken actions or is involved with individuals, firms, or partnerships, that create a conflict of interest between the Respondent and the Village.

1.13 INDEPENDENT CONTRACTORS; EMPLOYEES

- A. *Independent Contractor.* It is expressly agreed that the Respondent is an independent contractor and not an agent of the Village. The Respondent shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.
- B. *Respondent's Employees.* All employees of the Respondent shall be at all times considered to be the sole employees of the Respondent under the Respondent's sole direction, and not employees or agents of North Bay Village. North Bay Village, as the party responsible for overseeing procurement, funding, and management of design and construction of the project is authorized to require the Respondent to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

1.14 PROPOSAL EVALUATION; IRREGULARITIES

- A. *Award, Rejection, and Irregularities.* Proposals will be selected at the sole discretion of the Village. The Village reserves the right to accept or reject any or all proposals, reject a proposal which is in any way incomplete or irregular, waive any irregularities in the request process, re-bid the entire solicitation, or enter into an Agreement with any Respondent. In making such determination(s), the Village reserves the right to investigate the financial capability, integrity, experience, and quality of performance of each Respondent, including officers, principals, senior management, and supervisors, as well as the staff identified in the Proposal.
- B. *Supplemental Information.* Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services for development of the Project. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.
- C. *Late Submission.* Proposals received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The Village shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.

1.14 PROPOSALS BINDING; WITHDRAWAL

- A. *Proposals Binding.* All Proposals submitted shall be deemed binding and enforceable upon the Respondent.
- B. *Retention of Proposals.* The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Respondent is selected.
- C. *Proposal Withdrawal.* Respondents may withdraw their proposals by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.

1.15 LAWS, ORDINANCES

The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.16 LOBBYIST REGISTRATION

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk Elora Riera at 305.756.7171 or eriera@nbvillage.com for additional information.

1.17 PERMITS, TAXES, LICENSES

The Respondent shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

1.18 PROTESTS

Any Respondent or interested party who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee in accordance with Section 36.25(T) of the North Bay Village Code of Ordinances.

1.19 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with proposals shall become property of the Village and shall be deemed to be public records subject to public inspection.

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to identify specifically any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Respondents in response to this RFP will become the property of the Village and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

1.20 REQUESTS FOR INFORMATION/CLARIFICATION

It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Angela Atkinson, CFO, at aatkinson@nbvillage.com by no later than November 18, 2021 at 4 p.m.

1.21 RESPONDENT SUBMISSION RESPONSIBILITIES

Respondents are required to submit their proposals upon the following express conditions:

- A. Respondent shall thoroughly examine the drawings, specifications, schedules, instructions, and all other contract documents.
- B. Respondent shall make all investigations necessary to thoroughly inform themselves regarding site(s), facilities and conditions involved in the delivery of the Project required by the RFP. No plea of ignorance by the Respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Respondent.
- C. Respondents are advised that all Village contracts are subject to all legal requirements provided for in North Bay Village Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.
- D. Respondent shall be solely liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, subsequent inquiries, or presentations relating to its Proposal.

1.22 SPECIAL CONDITIONS

- A. Competency of Respondents
 - 1. In order to be considered, Respondents must demonstrate that they are qualified to satisfactorily develop the Project. The Respondent shall submit, prior to award of an Agreement, satisfactory evidence of his/her/their experience in similar work and that the Respondent is fully prepared with the necessary organization, capital, and personnel to complete the Project.
 - 2. Evidence shall include all information necessary to certify that the Respondent maintains a permanent place of business and has not had just or proper claims pending against the Respondent or the Respondent's firm.
 - 3. Respondent shall be insured, licensed, and certified by all applicable local, county, and state agencies.
 - 4. The Village may consider any evidence available to it of the financial, technical, and other qualifications and abilities of a Respondent, including past performance (experience) in making the award in the best interest of the Village. In all cases North Bay Village shall have no liability to any Respondent for any costs or expense incurred in connection with this proposal or otherwise.
- B. Minimum Eligibility Qualifications

The Agreement shall be awarded only to responsible and responsive Respondents qualified by experience to do the work specified. Respondents shall provide proof of one or more analogous projects.

Respondents shall submit all the required submittal(s) documenting compliance with the minimum eligibility requirement. Respondents that fail to include the required submittals with their proposal or fail to comply with minimum requirement shall be deemed non-responsive and shall not have their proposal considered.

C. Project Development Performance

Respondent understands and agrees that development of the Project must be performed in accordance with the terms, conditions, and specifications contained in this RFP, and to develop the Project in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality development shall be acceptable. Services, equipment, and workmanship necessary for the development of the Project that do not conform to the intent of this RFP, the Agreement, or that do not meet the approval of the Village may be rejected. A dedicated performance representative of the selected Respondent must be available to the Village on an on-going basis.

D. Variations, Contradictions and Substitutions

Any Proposal which contradicts or contains variations from RFP specifications, no matter how slight, including substitutions of products or methods, must note those contradictions, variations and/or substitutions and explain fully in the Proposal under the title "Exceptions to Specifications." If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly. Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Chief Financial Officer in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

E. Respondent's Representations

Respondent must familiarize itself with the Project scope and requirements under this RFP, the locality, all local conditions, laws and regulations, and other aspects related to the Project that in any manner may affect cost, progress, performance, or furnishing of the services necessary to implement the Project.

Respondent must give the Village Chief Financial Officer, Angela Atkinson, written notice of all conflicts, errors, or discrepancies that he/she has discovered in this RFP.

END OF SECTION 1

SECTION 2 SCOPE OF PROJECT DEVELOPMENT

2.1 PROJECT BACKGROUND AND CHRONOLOGY

North Bay Village (the “Village”) is in the heart of Biscayne Bay, between the cities of Miami and Miami Beach. The Village is composed of three man-made islands: Harbor Island, North Bay Island, and Treasure Island. The Village is zoned almost equally for single-family and multi-family dwellings.

The Project includes development at two adjacent properties, Treasure Island Elementary School, and the Galleon Street municipal site, as well as the provision of sports programming at one or both properties, as follows:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, as reflected by Exhibit A, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES’ recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields, largely at the Village’s expense, with some level of contribution from MDCPS.

In 2021 the Village retained BEA Architects to redesign the approximately-five-acre perimeter of the 12+-acre TIES property, to include a recreational path, assorted playfields, and other amenities, with the working name of TIES Community Park. The architects have prepared three design versions of the project, with accompanying order of magnitude costs. Due to funding constraints, the Village has opted to pursue the most affordable of the three versions, valued at approximately \$3.1 million, about \$15 million less than the most comprehensive version of the project. Submittal of designs for MDCPS permitting is expected to take place in early 2022, with construction to start in summer 2022 and be completed in late 2022.

Additional Exhibits provide further information: Exhibit B consists of three potential conceptual designs for TIES prepared to-date, while Exhibit C consists of budgets for those same three versions of the TIES project. The Village is open to revising the designs, and this RFP requests that Respondents indicate what changes they would like to see made.

- The Galleon Street site consists of an approximately 48,000 square-foot (1.10 acres) parcel, with address documented as 1851 Galleon Street, North Bay Village. This site is developed with municipal facilities, including an approximately 10,000 square-foot mini-park and playground; a structure that lately housed the North Bay Village Police Communications Center (now relocated), and the Village’s Public Works storage yard and wastewater pump station facility. The above-ground pump station is expected to be demolished and placed underground in/by 2023, thereby making that portion of the site available for recreational use.

The 2021 Assessed Value of this property, according to the Miami-Dade County Property Appraiser’s records, is \$2,779,146.

According to the Village's 2026 Future Land Use Map, the park portion of the property has a Recreation and Open Space future land use designation, while the remainder of the property is designated Public Buildings and Grounds. The Future Land Use Element of the Comprehensive Plan describes the Recreation and Open Space future land use category as accommodating permanent public parks and open spaces for recreational use, protection of natural resources, and urban buffers up to 0.25 Floor Area Ratio (FAR), while the Public Buildings and Grounds future land use category is for government-provided uses and facilities primarily serving the public up to 2.0 FAR.

The zoning of the property is Medium Density Multiple Family Residential District (RM-40). The purpose of this zoning district is to provide for medium density multi-family residential development and such accessory uses as may be necessary and compatible, as well as certain other principal uses which may be approved as use exceptions (including assisted living facility or nursing facility, temporary sales/marketing offices approved for no more than 12 months, farmers' market, and uses that provide a public benefit that will not adversely affect the existing adjacent uses, the uses permitted in the zoning district of the subject property, or the uses permitted in the zoning district of the adjacent properties, such as parks, open space and other public amenities. The RM-40 district is intended to provide a transitional buffer between areas of single-family residential use and areas of high-density residential or commercial uses.

At a maximum FAR of 0.25 allowed for the portion of the property designated Recreation and Open Space, and a maximum FAR of 2.0 for the portion of the property designated Public Buildings and Grounds, the parcel could support approximately 81,000 square feet of building according to the Village Comprehensive Plan.

There are inconsistencies between the provisions of the zoning and the future land use designations of this property that the Village intends to address. RM-40 Zoning allows multi-family residential dwellings at a maximum density of 40 dwelling units per acres, as well as management offices within structures containing 8 or more dwelling units, and duly licensed home occupation. All other uses not specifically or provisionally permitted in the zoning district are considered prohibited, unless allowed by exception.



2.2 DEVELOPMENT VISION AND GOALS

The Village is seeking proposals from experienced Respondents with a proven track record of undertaking and successfully completing profitable, multi-component projects, for the Redevelopment of Municipal Space and School Fields, plus Sports Programming (“Project”). The Project components include:

A. Development Component

1. Development of a sports complex at TIES and on Galleon Street to benefit both TIES school children and the general public.
2. Development of a park, such as a dog park, for public use.
3. Development of a building which will contain:
 - a. A community center for the citizens of the Village (which may also be utilized from time to time by Developer/Operator),
 - b. Office space for the Village, as explained in Section 2.3 Project Site.

B. Operational Components

1. Sports programming and/or a sports academy for Village residents and others at the Galleon Street site, during days and hours to be negotiated between the Developer/Operator and NBV.
2. Sports programming and/or a sports academy at TIES for Village residents and others during days and hours when the site is available to NBV, as reflected in the joint use agreement included in Exhibit A.
3. Potential sports programming and/or a sports academy at TIES for Village residents and others during days and hours when the site is NOT currently available to NBV, as reflected in the joint use agreement included in Exhibit A, subject to negotiation with MDCPS.
4. Sports scholarships for Village residents and perhaps others.

C. Revenue Sharing Component

1. A revenue share calculated on uses at Galleon and TIES, the latter subject to negotiations between MDCPS and NBV.

The Village anticipates awarding a Comprehensive Agreement for the right to develop the Galleon Street Site and to co-develop and operate TIES fields and open space.

2.3 PROJECT SITES

The Project consists of two sites:

- Treasure Island Elementary School, 7540 East Treasure Drive, North Bay Village. This site consists of over 12 acres of school property, with most of the buildings located toward the eastern and center portions of the site, with recreational and open space areas located around the perimeter. In 2020, as reflected by Exhibit A, the Village entered into a joint-use agreement with Miami-Dade County Public Schools (MDCPS) to (1) share use of TIES’ recreational fields during weekday evenings and weekends, and (2) allow the Village to renovate the fields.
- The Galleon Street Site consists of two parcels located at 1851 Galleon Street, North Bay Village, Florida 33141. Folio Number of the parcel is 23-3209-014-0200. The site land area is 48,000 square feet.

Land Use	Recreation and Open Space Public Buildings and Grounds
Zoning	RM-40
Site Square Footage	48,000
Acreage	1.1 ac
Max Density (by zoning)	40 du/ac
Max FAR (by land use)	0.25 for portion designated ROS 2.0 for portion designated PBG
Max Building SF	81,000 SF

RM-40 SUMMARY TABLE	
LOT OCCUPATION	
Lot Area	10,000 sf min.
Lot Frontage	100 ft. min.
Lot Coverage	n/a
Pervious Area	25% min.
Floor Area Ratio	n/a
Density	40 efficiency or 1-bedroom units/acre. A specific amount of lot area per unit determines the maximum number of other dwelling unit types permitted.

BUILDING SETBACKS	
Front.	25 ft. min
Waterfront	25 ft. min.
Side (corner)	25 ft. min.
Side (interior)	20 ft. min
Rear	15 ft. min
Adjacent SFR	100 ft. min.
BUILDING HEIGHT ^{1,2}	
Min. Building Height	n/a
Max. Building Height	45 feet or 4 stories whichever is left
1. Grade-level parking, not exceeding 10 feet, is not included in the height limitation 2. Grade-level parking may include laundry rooms, recreational rooms, storage rooms and management office. Forecourts shall be pedestrian only.	

A space plan, produced by Wolfberg, Alvarez & Partners architects (included as Exhibit D), was prepared pursuant to discussion with Village staff. Proposals submitted in response to this RFP must include municipal components consistent with the space plan, as follows:

- A. Section A. Commission Chambers: not part of this project
- B. Section B. Commission Offices: not part of this project
- C. Section C. Village Administrative Offices: most are not part of this project, with the exception of Code Enforcement Office (567 square feet, or SF) and Code Enforcement File Room (95 SF)
- D. Section D. Community Center space: at minimum, the building should include a Multipurpose Room of at least 1,300 SF, a Kitchen (size to-be-determined), Table/Chair Storage (size to-be-determined), and a Building Lobby (size to-be-determined). Other spaces not listed are not required.
- E. Section E. Police Headquarters and Dispatch (7,803 SF): as presented in the space plan but without the Training Classroom (729 SF), Processing/Holding Cell (374 SF) or Vehicular Sally Port (300 SF)
- F. Section F. Fire Rescue Station: not part of this project
- G. Section G. Front Counter and Building Department: not part of this project
- H. Section H. Village Hall Common Areas: contingent upon building design
- I. Section I. Building Support: contingent upon building design
- J. Section J. Parking Garage: not part of this project

2.4 PROPOSAL REQUIREMENTS

2.4.1. Development Approach and Plan. Respondent's Proposal must contain an analysis of the development approach and plan for development of the proposed Project; the Development and Operating Plan. The Development and Operating Plan must:

- A. At a minimum include all items referenced in Section 2.2, A-C.
- B. Provide an executive summary describing the proposed Development and Operating Plan and the Proposer's general approach to developing, constructing, maintaining, operating, and managing the proposed Project. The summary must also include an explanation of why the proposed development is the Highest and Best Use of the Galleon Street Site and the method used in making that determination.
- C. Provide a description of the overall proposed Development and Operating Plan. It shall include a description of the Proposer's concept for the TIES property and the entire Galleon Street Site and the approximate square footage to be included in each component.
- D. Provide a conceptual site plan of the Galleon Street Site, including elevations, for the location of the building, and other structures and features, including roadways, sidewalks, open areas, landscaping, etc.
- E. Provide a table for each Project component with gross square footage proposed for each use, including office, commercial, open space, etc.
- F. Provide detailed description of each development component, including square footage proposed for each use.
- G. Provide an analysis of how the Respondent's approach towards development of the Project interacts with the requirements of the joint use agreement between Miami-Dade County Public Schools and North Bay Village, which is attached hereto as Exhibit A, including indicating what components might need to be revised. Note: the Respondent acknowledges that any Comprehensive Agreement entered into pursuant to this RFP will be subject to MDCPS approval.
- H. Provide a copy of Proposer's quality control procedures for previous Projects and identify the quality control procedures and mechanisms that will be implemented for the proposed development.
- I. Describe the Proposer's methodology in obtaining the required regulatory approvals and building permits and complying with applicable developmental regulations, and the plan for securing and recording of all property rights necessary for the successful construction, operation, and use of the Project.
- J. Provide an analysis of the economic impacts of the proposed development to include the following information:
 1. Estimated annual ad valorem taxes directly generated by the development for the Village and MDCPS;
 2. Estimated impact fees;
 3. Proposed improvements to area infrastructure;
 4. Estimated permit fees;
 5. Number of jobs to be generated during construction;
 6. Number of permanent jobs created by development;
 7. Estimated number of indirect jobs to be created by the development, and
 8. The total monetary value of the improvements provided to the Village. Please be advised that the Village's total monetary value (cash and/or improvements) received as a part of the Proposal shall be equal to or greater than the value of the Galleon Street Site as determined by an independent property appraiser selected by the Village.
- J. Explain why the proposed development is appropriate at the Galleon Street Site and

- complimentary to existing and future development in the surrounding area.
- K. Describe the elements that will serve to transform the Galleon Street Site into an exciting and vibrant destination attractive to community residents and visitors.
 - L. Describe the energy efficiency, sustainability, and resilience features to be included in the development, including the energy efficient standards met (e.g. LEED, Green Globes, etc.), and how such features comply with the requirements imposed on municipal government buildings in the Village. The energy efficiency, sustainability, and resiliency analysis should consider Section 255.2575, "Energy-efficient and sustainable buildings," Florida Statutes, and the green building and resilience standards contained in the Village Code under Chapter 15 and in the Village Unified Land Development Code under Chapter 3; Chapter 8, Division 5; Chapter 9, Division 6, and Chapter 10, Section 10.5.
 - M. Describe the Project management approach, including:
 - 1. Approach to leading the Project Entity through Project administration
 - 2. Day-to-day Project management and reporting
 - 3. Design management
 - 4. Document management
 - 5. Contract management
 - 6. Change management
 - 7. Quality Control/Quality Assurance
 - 8. Risk management
 - 9. Operations
 - 10. Any other areas that Respondents believes may be of interest to the Village.

2.4.2. Project Schedule. The Respondent's proposal must include a Project implementation schedule. The Project schedule must:

- 1. Provide a realistic, detailed Project schedule for the development, from award of an Agreement to issuance of the last Certificate of Occupancy, identifying key tasks and duration of each.
- 2. At a minimum, contain the following key tasks for the Project, if applicable (Specify the proposed duration of each task in number of months from award of the Agreement until completion of each task.):
 - a. Time period from award of Agreement until completion of design;
 - b. Time period from award of Agreement until commencement of construction, and
 - c. Time period from award of Agreement until issuance of Certificate of Occupancy or Certificate of Completion
- 3. Contain the anticipated sports programming annual schedule.

Note: Proposers are cautioned to be realistic in proposing the above-described time periods as this information will be relied upon in evaluating proposals and in establishing the Project schedule. The Agreement resulting from this RFP will include damages for failing to complete the key tasks included in the Project schedule.

2.5 DEVELOPER/OPERATOR'S RESPONSIBILITIES

A. After award of a Comprehensive Agreement, the Developer/Operator shall be responsible for all aspects related to and payment of all expenses associated with the planning, construction, maintenance, and operation of the proposed development and the Galleon Street Site, including but not limited to, the following:

- 1. Securing all financing as required by the Agreement resulting from this RFP and payment of all costs related to the planning, construction and operation of the proposed

development, including approximately \$12,000 contribution necessary to defray costs associated with a Village referendum, if necessary.

2. Obtaining certified, insured, experienced and reputable architectural, engineering, and construction services including a general contractor, Project manager and subcontractors for the Project.

3. Duly applying for, obtaining and maintaining any and all permits, licenses, easements, property rights and approvals, necessary prior to and after construction.

4. Platting of the Galleon Street Site, if necessary.

5. All development fees imposed in connection with the development by the Village or any other agency of appropriate jurisdiction.

6. All off-site public improvements and/or infrastructure required for development of the Galleon Street Site (streets, street widening, streetlights, sidewalks, water/sewer infrastructure, landscaping, etc.) will be the responsibility of the Developer/Operator.

7. Extension, relocation and/or upgrading of utilities, including utilities serving existing Village facilities, or connection of new utilities, if necessary.

8. Any alteration, relocation, or replacement of any Village and/or private facilities, either temporary or permanent, and with any measures required to maintain Village and/or private operations during development shall be at the sole cost of the Developer/Operator.

9. Submission of plan(s) to mitigate any disruption to Village, other public and/or private operations and/or impacts to Village, public and/or private facilities. The plan(s) must be approved in writing by the Village prior to commencement of any work that may impact Village or private operations and/or facilities. Any damage or impacts to Village, public, and/or private systems, facilities, or operations resulting from activities undertaken or authorized by the Developer/Operator must be immediately remediated at the Developer/Operator's sole expense. If required by the Village, the Developer/Operator must prepare and submit a mitigation and remediation plan. The plan must receive the written approval of the Village and be executed by the Developer/Operator.

10. Certain activities which may potentially impact Village facilities and/or operations may require that Village employees or representatives monitor and coordinate such activities. The Developer/Operator shall be responsible for all costs incurred as a result of such activities, including payment for costs incurred by the Village in providing County employees or representatives to monitor and coordinate the activities.

11. The Developer/Operator shall be solely responsible for any additional environmental review and assessments required by any authority having jurisdiction over such matters including any and all studies and analyses required for such review and assessments and for any remediation of the Site if required, at its sole expense of the Developer/Operator.

12. Filing of an Agreement or any other Agreements resulting from this RFP and payment of all recording fees.

13. Payment of any and all taxes associated with the development of the property, including but not limited to, ad valorem real estate taxes, that may be associated with the Project and/or the property.

14. Submission of monthly status reports to the Village regarding the Project development upon award of an Agreement. Frequency, subject matter and details covered in status reports will be determined by the Village and may be changed at any time at the discretion of the Village.

15. Commencement and completion of the construction of the Project in a timely manner in accordance with the Agreements resulting from this RFP and all applicable rules, regulations, ordinances and standards required by the Village and any other applicable regulatory agency.

16. Prior to construction, the Developer/Operator's designated Project Manager, its Contractors and/or Subcontractors, and any other employees and/or representatives of the Proposer as the Village may require, will be required to meet with Village staff to provide relevant information and to coordinate construction related activities. Upon commencement of construction, such meetings will be required as frequently as deemed appropriate by the Village.

17. If required by the Village the Developer/Operator shall participate in community outreach activities.

18. Obtaining bonding and/or assurance of completion as required by law and as acceptable to the Village.

19. Obtaining all insurance coverages as required by the Village.

20. Applying for and obtaining any zoning changes and/or any other land use planning changes and/or waivers from the appropriate agency having jurisdiction. (The Village does not make or offer any representation or warranty that any such requested changes will be granted.)

21. Obtaining any and all access permits from the state, county, Village and/or any authority having such jurisdiction.

B. The property is being offered for development on an "as is" basis. The Proposer is solely responsible for completing a comprehensive due diligence process regarding development of the Galleon Street Site. The Village disclaims all responsibility and liability for the completeness or accuracy of any information that it provides.

C. Acceptance by the Village of the Proposer's Proposal for the Galleon Street Site does not constitute or imply any type of representation or warranty, whatsoever, regarding the condition of the property, its suitability for the uses contemplated by this Solicitation or the Proposal or that development approvals or permits will be issued for the uses contemplated in the Proposal. The Developer/Operator shall be solely responsible for obtaining all such approvals and permits and for resolving any objections to the proposed uses, regardless of the source of such objections. The Village does not guarantee or represent, in any way, that it will provide support or assistance to the Developer/Operator in obtaining development approvals or permits or resolving objections to the proposed uses, including but not limited to, objections to such uses by community organizations, community activists, elected Village officials or officials charged with issuing such approvals and permits.

D. In the event that the Developer/Operator fails, for any reason, to secure adequate financing for development as described, and in conformity with the schedule contained in the Agreement resulting from this Solicitation, the Village reserves the right to terminate any agreement(s) resulting from this Solicitation.

E. The proposed financing of the Project may not allow for the cross-collateralization or cross-defaulting with any other property, Project or other assets.

END OF SECTION

SECTION 3 RESPONSE REQUIREMENTS AND EVALUATION

2.2 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

One (1) signed Proposal shall be submitted electronically via DemandStar clearly marked "Proposal to North Bay Village RFP# 2021-013 for DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND OTHER AMENITIES."

All Proposals must be received by December 9, 2021 no later than 2 p.m. via DemandStar E-bidding upload. All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a virtual meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.3 of this RFP. All Proposals received after that time shall not be accepted or considered.

2.3 PROPOSAL REQUIREMENTS

Firms, individuals, or entities interested in development of the requested Project must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work.

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal that includes all the following information/documentation, appropriately tabbed, in this exact order ("Proposal"):

Tab A. Title Page: Each Proposal submitted shall have a cover page with Respondent's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Respondent and the Village; date; and subject "Proposal for RFP# 2021-013 for DEVELOPMENT AND OPERATION OF SPORTS COMPLEX AND ACADEMY, RECREATIONAL FACILITIES, MUNICIPAL OFFICE, AND OTHER AMENITIES."

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Proposal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFP.

Tab C. Cover Letter and Executive Summary: Briefly introduce the Respondent; the Respondent's commitment to the Village; an understanding of the Project throughout each anticipated Project phase; and the elements of the submittal, including any unique aspects of the Respondent's Proposal. The cover letter shall be signed by the party authorized to negotiate terms, render binding decisions and commit the Respondent's resources and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted.

Tab D. Respondent's Qualifications: Submit detailed information regarding the Respondent's history and relevant experience and proven track record of providing the development services similar as identified in this solicitation, including experience in developing similar Projects to public sector agencies. Respondent must complete and submit Form 2, Company Qualifications Questionnaire.

1. To be eligible to respond, the Respondent shall have five (5) years of continuous operation and provide proof of same.
2. Respondent must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the Florida, Division of Corporations that Respondent is authorized to do business in Florida.
3. Respondent must provide copies of professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Respondent shall provide a list of current and past Projects, with emphasis on similar work and work in Florida municipalities. Include up to five Projects total. For each Project or client that the Respondent submits as evidence of similar experience, the following is required: Project description, name of Project owner, and Project contact telephone and email.
5. Respondent must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Respondent shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in developing similar Projects. This individual must be capable of speaking and making decisions on behalf of the Respondent.
7. The Entity working on the Project must have prior experience developing similar and/or complex Projects.
8. Specialized Experience: Describe and document knowledge and experience in the following areas:
 - i. Florida Building Code
 - ii. Sustainable and resilient design, including green building certification systems and coastal construction
 - iii. Stakeholder and public engagement
 - iv. Construction of Vertical Developments, and
 - v. Development of Government Facilities, if any.
9. Litigation history relating to any prior or on-going development Projects or similar Projects.

Tab E. Project Entity/Personnel Qualifications: Include the following information for this requirement:

1. Provide an organizational chart showing reporting structure for all Key Staff, including any key subcontractors (the "Project Entity"). Describe the role that each Entity member will play in providing the development of the Project and each Entity members' qualifications.
2. Include a one-page resume including contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge and/or Project Manager.
3. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include education, experience with similar Projects, specifying the role the individual employee served on the Project, and any other pertinent information.

4. Provide evidence of Florida professional licensure for individuals of the A/E Entity members with copies of any requisite authorizations to develop the Project in the State of Florida.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Respondent and each key subconsultants on the Project in total.

Tab F. Major Achievements/Distinctions: Describe in narrative form and provide documentation regarding any major successes that the Respondent or a member of its Entity may have achieved or accolades received in the completion of similar Projects.

Tab G. Project Approach: The Respondent shall provide an overall Project approach, detailing the Respondent's (1) Development Approach and Plan and (2) Project Schedule, all as set forth in greater detail under Sections 2.4.1 through 2.4.2 of this RFP.

Tab H. Special Consideration: Describe any special resources that Respondent may bring to the Project or in-house expertise in technical areas, which will specifically benefit the Project. **Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.**

Tab I. References: Three (3) letters of references shall be submitted as part of the Proposal, which shall each include the following information from the referencing individual: Name; Title/Position; Entity/Organization; Address; Telephone Number; E-Mail Address; Project Name; Contract Date, Duration and Value; Description of Project/Work; and Total Cost of the Project/work/studies, estimated and actual.

Tab J. Financial Statements: The Respondent shall submit Financial Statements for the Respondent's financially responsible party for the three (3) most recently completed fiscal years. The Financial Statements must include an Opinion Letter, a Balance Sheet, an Income Statement and a Statement of Changes in Cash Flow. Financial Statements must be prepared in accordance with US Generally Accepted Accounting Principles (USGAAP) or International Financial Reporting Standards (IFRS). The Statements must be audited by an independent party qualified to render audit opinions. If audited statements are not available, the Respondent shall include unaudited Financial Statements, certified as true, correct and accurate by the chief executive, chief financial officer or treasure (or equivalent) of the entity.

Tab K. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an Agreement with the Village. The successful Respondent must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the following requirements, which are also set forth in the form of an Agreement attached to this RFP:

Respondent shall secure and maintain throughout the duration of this RFP and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance

Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to work on or develop the Project pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

The Village may require higher limits of insurance or additional coverage if deemed necessary.

Tab L. Acknowledgements and Forms: Complete, sign as required and submit as part of the Proposal all Addenda and all forms provided in Section 4 that are not otherwise included in a separate tab.

3.3 EVALUATION CRITERIA

Award shall be made to the responsible Respondent whose Proposal is determined to be the most qualified and advantageous to the Village. Proposals will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Respondent To include years of and types of experience, ability, capacity and skill, accomplishments and reputation, and adequacy of personnel to perform, including timeliness, financial stability and availability and licenses	15
2	Qualifications/Experience of the Respondent Entity Professional credentials, qualifications, and accomplishments of the proposed Entity members to be used for the Project	10
3	Past Performance & Client References Experience and background in developing similar Projects and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	10
4	Project Approach The Firm's understanding of the Village's needs, local conditions, goals, and objectives	20
5	Design Approach	15
6	Financial Stability	15
7	Financial Approach	15
		Total: 100 Points

3.4 SELECTION PROCESS

North Bay Village shall open all submittals that are received prior to the stated deadline in a public forum and will announce the names of the respondents. To be deemed responsive the submittals must meet or exceed the minimum requirements established in Subsection 1.33.2 and Section 3.2 and contain all required forms listed and provided in this solicitation. The Village shall be the sole judge in determining Respondents' qualifications.

North Bay Village shall conduct the Review and Selection Process as described below. However, North Bay Village reserves the right, at any time, to reject all proposals, to waive non-material, technical variances or infirmities in a proposal, to discontinue the selection process, to stop negotiations, to abandon the Project or to solicit and re-advertise for other proposals, should they so decide. North Bay Village shall not be responsible for any proposal costs incurred by anyone, at any time.

Step 1 - Staff Level Review for Compliance with Minimum Requirements

The Village Manager or designee(s) shall review and evaluate the Proposals submitted for responsiveness to the minimum requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal. However, the Village may disregard any irregularities if it is in the interest of the Village.

Step 2 - Review Committee and Shortlisting

The Village Manager shall appoint a minimum of three (3) representatives to participate on a Review Committee ("Committee"), acting in service and on behalf of the Village Commission. The members of the Committee shall be selected with consideration to their competence to review, evaluate, and rank the qualifications of the Respondents against the requirements set forth in this RFP to advance to Step II of the Selection Process. Each proposal shall be evaluated by each Review Committee member using the procedures outlined in this RFP. The evaluation shall rely on and consider the Criteria described in Section 3.3.

The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Should a tie in ranking occur, both Proposals will be forwarded to the Village Commission. The ranked short-list resulting from this process shall be forwarded by the Review Committee to the Village Commission through the Village Manager.

Based on the number of Proposals received or the quality of the submittals, the Review Committee may recommend to the Village Manager that all Respondents participate in Step 3 of the selection process.

Step 3 – Interviews and Selection

The short-listed Respondents shall make presentations to the Village Commission, who shall consider content and delivery of the Respondents' presentation together with their proposals and the Review Committee's recommendations and proceed to select a Respondent with whom to initiate negotiations to perform the outlined tasks. The Village Commission shall select the Respondent which best meets the vision, goals, requirements and best interests of North Bay Village for the Project. The Village Commission shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

Upon selection and authorization by the Village Commission to negotiate with the preferred Respondent, the Village shall negotiate the terms of an Agreement for the provision of the services necessary for the completion of the Project, as described in Section 2. The successful Respondent shall develop the Project pursuant to the requirements contained herein and the terms and conditions of the Agreement.

END OF SECTION

SECTION 4 FORMS, AFFIDAVITS, AND EXHIBITS

The below listed forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal. These materials are considered essential and non-waivable for any response to this solicitation. Respondents shall submit all required forms in the exact sequence provided, including insertion of documents where specified.

FORMS

Form 1: Respondent's Information Worksheet

Form 2: Respondent's Qualifications Statement

Form 3: Single Execution Affidavit (contains the following affidavits :)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity Affidavit
- Non-Collusion/Anti-Collusion Affidavit
- Scrutinized Companies
- Respondent's Certification, Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure Affidavit
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees
- Drug-Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Employment Opportunity Certification
- Cone of Silence Certification
- North Bay Village Anti-Discrimination Statement
- Acknowledgement of Conformance with OSHA Standards
- E-Verify Affidavit

Form 4: Certificate of Authority (Complete one of the two forms as applicable)

Form 4A: Certificate of Authority (for Corporations, Partnerships, or Joint Ventures)

Form 4B: Certificate of Authority (for Individuals)

Form 5: Acknowledgment of Solicitation Addenda

LIST OF EXHIBITS

- Exhibit A: Miami-Dade County Public Schools/North Bay Village Joint Use Agreement for Treasure Island Elementary School (TIES)
- Exhibit B: TIES Conceptual Park Designs
- Exhibit C: Budgets for the TIES Conceptual Park Designs
- Exhibit D: Building Program Summary and Programmatic Diagrams for Municipal Complex, prepared by Wolfberg, Alvarez & Partners

FORM 1: RESPONDENT INFORMATION WORKSHEET

Firm Name

Principal Business Address

Firm Representative (Name and Title)

Telephone Number Facsimile Number

Email Address

Federal I.D. No. or Social Security Number Municipal Business Tax/Occupational License No.

Please indicate the type of entity form of the Firm (if other, please describe):
 Individual Partnership Corporation LLC LLP Other _____

If Corporation, please provide date and place of incorporation: _____

If Foreign Corporation, please provide date of registration with Florida Secretary of State: _____

Resident Agent

Resident Agent Address

Please identify all corporate positions and members of the Board of Directors:

Name(s)	Title
	President
	Vice-President
	Treasurer
	Secretary
	Board of Directors

If Partnership, please provide date and place of organization: _____

Please identify all owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

FORM 2: RESPONDENT QUALIFICATION STATEMENT

To be considered, Respondents must provide evidence that they are qualified to satisfactorily perform the specified Project. Evidence shall include all information necessary to certify that the Respondent has completed a Project of a type similar to the Project sought through this solicitation. The evidence will consist of listing of contracts for similar Projects that have been provided to public and/or private-sector clients, over the last five years.

ON THE FORM BELOW, BIDDER/RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT RESPONDENTS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

PROJECT #1

Project Name/Location: _____

Project Owner Name: _____

Project Contact: _____ Telephone: _____

Email Address: _____

Project Budget: _____ Project Actual Cost: _____

Contract Start Date: _____ Contract End Date: _____

PROJECT #2

Project Name/Location: _____

Project Owner Name: _____

Project Contact: _____ Telephone: _____

Email Address: _____

Project Budget: _____ Project Actual Cost: _____

Contract Start Date: _____ Contract End Date: _____

PROJECT #3

Project Name/Location: _____

Project Owner Name: _____

Project Contact: _____ Telephone: _____

Email Address: _____

Project Budget: _____ Project Actual Cost: _____

Contract Start Date: _____ Contract End Date: _____

FORM 3: SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of North Bay Village or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent's firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and

3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Respondent's Certification, Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.

4. Respondent warrants that all information provided by it in connection with this Proposal is true and accurate.
5. Respondent proposes to furnish the services or goods specified in the RFP and agrees that its Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposal.
6. Respondent certifies that all information contained in this Proposal is truthful to the best of my knowledge and belief; that I am duly authorized to submit this Proposal on behalf of the firm as its act and deed; and that the firm is ready, willing and able to perform if awarded the contract.
7. Respondent understands that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.
8. Respondent further certifies, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the Village or any other Respondent is interested in said RFP; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address

Respondent Initials

Truth in Negotiation Certificate
(if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture

and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposals received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Respondent Initials

Cone of Silence Certification

Respondent had read and understood the terms set forth in the solicitation pertaining to the Miami-Dade County Cone of Silence and agrees to abide by same.

Respondent Initials

North Bay Village Anti-Discrimination Statement

Pursuant to Section 36.25 of the North Bay Village Code and Section 9.02 of the North Bay Village Charter, Respondent/Contractor/Vendor confirms that it has read and understood the terms set forth therein and agrees to refrain from any discrimination in his/her/its operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agrees to indemnify and hold harmless North Bay Village, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

Respondent Initials

E-VERIFY Affidavit

In accordance with Section 448.095, Florida Statutes, North Bay Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

Sworn Signature of Proposing Entity Representative and Notarization

for all above Affidavits follows on the next page.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____)
- _____ Did take an oath; or
- _____ Did not take an oath

**FORM 4A: CERTIFICATE OF AUTHORITY
(If Corporation, Partnership, or Joint Venture)**

I HEREBY CERTIFY that at a meeting of the [circle one] Board of Directors/Partners/Principals of _____, a business existing under the laws of the State of _____, (the "Entity") held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Entity, be and is hereby authorized to execute this Proposal dated _____, 20____, on behalf of the Entity and submit this Proposal to North Bay Village, and this Entity and the execution of this Certificate of Authority, attested to by the Secretary of the Corporation, and with the Entity's Seal affixed, will be the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

**FORM 4B: CERTIFICATE OF AUTHORITY
(If Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and
all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and
submit this Proposal to North Bay Village, and the execution of this Certificate of Authority,
attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or
online notarization, this _____ day of _____, 20____, by _____
_____(name of person) as _____ (type of authority) for
_____(name of party on behalf of whom instrument is executed).

**Notary Public (Print, Stamp, or Type as
Commissioned)**

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____
_____)
- _____ Did take an oath; or
- _____ Did not take an oath

FORM 5
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Addendum 1 | <input type="checkbox"/> Addendum 6 |
| <input type="checkbox"/> Addendum 2 | <input type="checkbox"/> Addendum 7 |
| <input type="checkbox"/> Addendum 3 | <input type="checkbox"/> Addendum 8 |
| <input type="checkbox"/> Addendum 4 | <input type="checkbox"/> Addendum 9 |
| <input type="checkbox"/> Addendum 5 | <input type="checkbox"/> Addendum 10 |

Firm: _____
Authorized Signature: _____ **Date:** _____
Print or Type Name: _____ **Title:** _____