



REQUEST FOR PROPOSALS (RFP)

RFP # 2022-004

**PROJECT NAME: ART MURAL DESIGN – ENTRANCEWAY
TO THE “HEART OF THE BAY” NBV**

**PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
Email aatkinson@nbvillage.com**



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**NOTICE OF
REQUEST FOR PROPOSAL**

Proposal packages must be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Village Clerk's Website: <https://northbayvillage-fl.gov/bids-rfps/>.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of the Village.

| | |
|-----------------------------------|---|
| RFP Number: | RFP#2022-004 |
| RFP Name: | ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV |
| RFP Advertising/Publish Date: | July 1, 2022 |
| Questions Deadline: | July 18, 2022 by no later than 2:00pm eastern time |
| RFP Closing Date/Time: | July 28, 2022 by no later than 2:00pm eastern time |
| Proposed Evaluation Committee Mtg | August 11, 2022 |
| Anticipated Award Date | September 13, 2022 |
| Contact Information: | Email: aatkinson@nbvillage.com |
| Email Notifications: | Start all email subject lines with the RFP number for faster recognition. |
| Submittal Requirements: | Submit the entire Proposal Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made. |
| Submit RFP to: | Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals may be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. |
| RFP Statement of Work: | North Bay Village is seeking proposals from qualified firms to provide ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV. |

Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs.

The Village reserves the right to waive any informalities or irregularities, reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all proposals in whole or in part with or without cause; to re-advertise for proposals, to negotiate or refuse to negotiate with any offer, to award in whole or in part to one or more Proposers, and to accept the proposal which best serves the Village.



SCHEDULE OF PROCUREMENT EVENTS

| Event | Date | Time EST |
|---|--------------------------------------|------------------|
| RFP Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov | Friday, July 1, 2022 | *Day(8am – 5pm) |
| Non-Mandatory Pre-Bid Conference On Site at the Grove by the Bay Building 1440 79 th Street, North Bay Village, FL 33141 | Tuesday, July 12, 2022 | 10:00 AM |
| Deadline for Written Questions To be sent to aatkinson@nbvillage.com | Monday, July 18, 2022 | 4:00 PM |
| Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov | Thursday, July 21, 2022 | 4:00 PM |
| Deadline for Electronic Submittal through www.DemandStar.com | Thursday, July 28, 2022 | 2:00 PM |
| Electronic Proposal Opening through Zoom. <u>Meeting ID:</u> 892 0821 0336 <u>Password:</u> 233096 | Thursday, July 28, 2022 | 2:00 PM |
| Distribution of Respondents to Committee Members for Individual Review | Friday, July 29, 2022 | 5:00 PM |
| Committee Evaluation Meeting Heart of the Bay Task Force <u>Meeting ID:</u> 885 1945 9146 <u>Password:</u> 150011 | Thursday, August 11, 2022 | Tentatively 6 pm |
| To be Approved by Village Commission | *Tuesday, September 13, 2022 | *Day(8am – 5pm) |
| Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov | *Wednesday, September 14, 2022 | *Day(8am – 5pm) |
| Contract Sent to Vendor | *Wednesday, September 21, 2022 | *Day(8am – 5pm) |
| Notice to Proceed | *Thursday, September 22, 2022 | *Day(8am – 5pm) |

*These Dates and Times are Tentative and Subject to Change.



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Proposals (“RFP”) for **“ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV.”**

The Request for Proposals shall be clearly titled **“RFP#2022-004 - ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV.”**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Thursday, July 28, 2022 by 2:00 p.m.

Non-Mandatory Pre-bid/site Visit at 1440 79th Street Causeway, NBV, FL 33141: July 12, 2022 at 10 a.m.

All bids shall open publicly via Zoom on Thursday, July 28, 2022 at 2:00 p.m.

- Meeting ID: 892 0821 0336
- Password: 233096

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder’s name and Project Name, RFP Number, and time and date of the RFP opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, <https://northbayvillage-fl.gov/bids-rfps/>, or by clicking on the Village Clerk link under Village Departments. Select the “Bids” icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **“RFP#2022-004 - ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV.”** in the subject line. Deadline to submit written questions is Monday, July 18, 2022 at 4:00 p.m.

Pursuant to Section 38.18 of the Village Code, “Ethics Ordinance”, a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village’s staff and elected officials pertaining to this RFP are prohibited.

The Village reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in scheduled dates.

Publish Date: **July 7, 2022**



SECTION II DEFINITIONS

1. **Village/North Bay Village:** North Bay Village (Village) a political subdivision of the State of Florida, and its individual and collective departments, managers, staff, and facilities.
2. **CONTRACT:** The written agreement for performance of the Statement of Work according to the terms and conditions in accordance with the Request for Proposal established by the Village's Legal Department, and entered into between the Village and the successful Proposer.
3. **EVALUATION COMMITTEE:** Village staff and/or outside consultants assigned to evaluate the submitted proposals.
4. **LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.
5. **NEGOTIATE** or any form of that word means to conduct legitimate, arms-length discussions and conferences to reach an agreement on a term or price. For purposes of this policy, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
6. **PROCUREMENT:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to Village and State of Florida requirements.
7. **"PROVIDER", "RESPONDENT", "CONTRACTOR", "VENDOR" OR "SUCCESSFUL PROPOSER" OR "CONSULTANT":** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this RFP Proposer shall mean the same thing as the Respondent. The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
8. **PURCHASING DEPARTMENT:** The Purchasing Department of North Bay Village, Florida.
9. **QUALIFICATIONS/PROPOSAL, PROPOSALS,** shall refer to any Offer(s) submitted in response to this Request for Proposals.
10. **REQUEST FOR PROPOSAL, RFP", OR PROPOSAL:** means a solicitation from potential proposers for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined and where price may not be the primary evaluation factor. Evaluation of a submittal response is based on established criteria, which may include, but not be limited to, qualifications, experience, knowledge, operational approach, servicing procedures, and references.

It includes all exhibits and attachments as approved by the Village, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Proposals while retaining the same meaning.

11. **RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.



- 12. RESPONSIVE PROPOSER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted an, offer, proposal, quotation or response, that conforms in all material respects to the solicitation.
- 13. SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Village, whether directly or indirectly, on behalf of the successful proposer.
- 14. WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Statement of Work, and the Terms and Conditions of this RFP.



SECTION III

INSTRUCTIONS TO PROPOSERS

1. REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE

PROPERTY: Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Bidder or Subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination

2. QUALIFICATIONS: To demonstrate qualifications to perform the WORK, each Bidder must be prepared to submit within five (5) calendar days of Village's request written evidence acceptable to the Village documentary evidence demonstrating, financial data/fiscal responsibilities, previous experience, present commitments and other such data as may be called for to meet all of the Bidder's obligations set forth in the Bid documents. Each Bid must contain evidence of Bidder's qualifications to do business in the State of Florida or obtain such qualification prior to award of the contract.

The Village reserves the right to contact any of the firms listed by Bidders in any sections as references or any additional firms or individuals to review Bidder's qualifications. Bids that do not comply with these requirements may be rejected at the option of the Village. The project shall be constructed by a firm with the primary qualifying agent licensed as a Contractor pursuant to and as defined by Florida Statute 489, and shall have been employed full time by the construction firm for at least one year prior to this project's bid date.

3. ANNUAL APPROPRIATION: This Proposal is conditional upon the Village having funding to implement the Contract.

4. COST OF PROPOSAL: Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the Village, and are not to be charged to the Village.

5. BACKGROUND INVESTIGATION: As a part of the Bid evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the FDLE Office to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction

within the prescribed time. The Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

The Bidder's signature on the Bid Form constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Bidder's qualifications.

6. FACILITIES: The Village reserves the right to inspect the Bidder's facilities at any reasonable time, prior to award of the Bid, during normal working hours, with prior notice to determine that it has a bona fide place of business, and is a responsible Bidder.

The Village also reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Invitation to Bid.

7. INQUIRIES: Inquiries concerning this RFP should be made in writing. The Village will respond to written inquiries, if received at least ten (10) calendar days prior to the date scheduled for opening the bids. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. If addenda are issued, the Village **shall make every attempt to issue such** addenda at least seven (7) calendar days before the date fixed for receiving the proposals. **Written addenda shall be disseminated via DemandStar.** No interpretation shall be considered binding unless provided in writing to the North Bay Village Chief Financial Officer, Angela Atkinson, at aatkinson@nbvillage.com. **It is the sole responsibility of the Bidder to ensure all addenda are received.**

CONTACT WITH NORTH BAY VILLAGE PERSONNEL OTHER THAN PURCHASING STAFF OR A DESIGNATED REPRESENTATIVE REGARDING THIS INVITATION TO BID SHALL BE GROUNDS FOR ELIMINATION FROM THE PROCESS.

8. INTERPRETATIONS AND ADDENDA: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the bids. Failure to do so on the part of the Bidder shall constitute an acceptance by the Bidder of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this RFP by issuance of addenda via DemandStar, until ten (10) days prior to the bid opening date. Questions shall be emailed to aatkinson@nbvillage.com with reference to the RFP number in the subject for faster recognition only questions answered by formal written Addenda issued by the Village Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect. It is the sole responsibility of the Bidder to ascertain whether any addenda to this RFP has been issued, and to submit all such addenda properly acknowledged with the Bid response.

The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify Bidders of all changes in scheduled due dates by written addenda.



9. **DELAYS:** The Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify proposers of all changes in scheduled due dates by written addenda. However, it is the sole responsibility of the Proposer to ensure that their proposal is submitted on or before the RFP Due Date and Time. The Village shall in no way be responsible for any delays arising from or caused by any occurrence whatsoever in its receipt of any proposals after the RFP Due Date and Time. No exceptions will be made.

10. **SUBMITTAL INFORMATION:** Proposer should submit their proposal indicating Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals shall be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Late proposals will be retained unopened.

10.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the Village will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.

10.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.

10.3 Proposals, once opened, become the property of the Village and shall not be returned to the Proposers. Upon opening, proposals become "public record" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

10.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.

10.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.

10.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

11. **EXECUTION OF PROPOSAL:** Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer

of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

- An electronic signature on the responses.
- An electronic signature on any form or section specifically calling for a signature and
- An affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- Compliance to electronic signatures as specified in F.S. Chapter 668.

The submittal of a Statement of Proposal by the Proposer shall be considered by the Village as constituting an Offer by the Proposer to perform the required services.

Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.

Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.

All names of persons signing documents must be typed or printed below the signature.

12. **EVALUATION METHODOLOGY:** The Village Manager shall assemble an evaluation committee comprised of staff and additional consultants, if necessary. The Selection Committee reserves the right to select the most qualified individuals/firms from review and evaluation of the packages submitted. This committee shall evaluate the proposals and may recommend the top ranked for award or recommend the short listed firms for visual/oral presentations or request additional or clarifying information. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and other requirements as required by the Village. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, and Florida Statutes.

Shortlisted firms may be asked to make a presentation of its qualifications and methodology. Individuals/firms will be notified in writing if they are selected for interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

The Village Manager reserves the right to negotiate an agreement with the shortlisted firms; individually based upon ranking to reach an agreement with the next ranked firm, or to conduct concurrent negotiations; best and final offers, who shall then be recommended to the Village Commission for award. The Village Manager reserves the right to award



to one Proposer, to multiple Proposers or to reject all responses. The Village shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The Village reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The Village's decisions shall be final. The Village's evaluation criteria are stated in Section VII of this RFP.

- 13. AWARD OF CONTRACT:** The Village Manager reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the Village.

Village contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the Village. No one shall be entitled to rely on any other action as an award. The Village shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE PROPOSER, OR A PURCHASE ORDER HAS BEEN ISSUED BY THE VILLAGE TO THE PROPOSER. THE VILLAGE RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER TO THE PROPOSER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO PROPOSER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN AWARD, AND THE VILLAGE SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

14. CONTRACT TERMS:

A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida.

Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.

- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.
- Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

15. REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The Village Manager reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the Village or who have failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced shall be subject to review and/or rejection. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not all inclusive):

- 19.1 The RFP response Package is found to have concealed or contained false and/or misleading information.
 - 15.2 Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
 - 15.3 Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.
 - 15.4 Not including an executed Proposer signature page.
 - 15.5 Not licensed to perform the required work or provide the required product.
 - 15.6 Not eligible to Propose due to violations listed under paragraph #22, Public Entity Crimes.
 - 15.7 The right is reserved to reject any and all Proposals or to accept the one deemed by the Village to be the most advantageous.
 - 15.8 Irregular Proposals are defined as those containing serious omissions, unauthorized alternative Proposals, incomplete Proposals or unbalanced Proposals. Failure to provide all of the information required to accompany the Proposal, Proposal Form and Specifications shall be considered a serious omission, which may result in the Proposal being rejected as non-conforming. Failure to fill out forms completely, indicating compliance or deviation for each item may be used as reason for rejection of the Proposal.
 - 15.9 The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
- 16. WAIVERS:** The Village Commission, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals



or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

17. NO PROPOSAL: If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening date and time, by returning the acknowledgment, noting the reason in the space provided.

18. WITHDRAWAL OF PROPOSALS: Proposers may not withdraw their RFP submittal for a period of ninety (90) calendar days after the day set for the opening of RFPs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

19. CONFLICT OF INTEREST: The Contractor represents and warrants to the Village that no officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

19.1 The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.

19.2 The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.

19.3 The Consultant shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided

hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Village shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Contractor under the terms of this Contract.

20. NON-COLLUSION: By submitting a Proposal the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the Village's Proposal list(s).

21. PUBLIC ENTITY CRIMES: The Proposer certifies by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies

21.1 Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subvendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.

21.2 The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.

21.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of



the Village. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

- 22. PUBLIC RECORDS:** Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records, the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141.

In compliance with F.S. 119.0701 the Contractor shall:

- Keep and maintain public records required by the public agency to perform the service.
- Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

- If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

- A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.

- If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and

2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

- A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

- 23. LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.

- 24. SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.

- 25. BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.

- 26. PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the



DemandStar database. Proposers that have received the RFP documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at <http://www.demandstar.com>. DemandStar shall be used to make notice of RFPs and other information to Proposers.

- 27. JOINT PROPOSALS:** In the event multiple Proposers submit a joint Proposal in response to the Proposal, a single Proposer shall be identified as the Prime Vendor. If offering a joint Proposal, Prime Vendor must include the name and address of all parties of the joint Proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the required response form shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at Village meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Vendor shall also prepare and present a consolidated invoice(s) for services performed. The Village shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. The Prime Vendor shall remain responsible for performing services associated with response to this Proposal.
- 28. LOBBYING:** Proposers are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this Proposal until the administration's recommendation for award. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection / disqualification of said Proposal.
- 29. BYRD ANTI-LOBBYING AMENDMENT:** Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.
- 30. KICKBACKS:** Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.
- 31. CONE OF SILENCE:** A cone of silence is hereby established

for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the Village's web page or in a newspaper of general circulation.

The cone of silence terminates at the time the Commission acts on a written recommendation from the purchasing department or Village Manager regarding contract award; provided, however, that communications are permitted when the Commission receives public comment at the meeting when the recommendation is presented.

"Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"). Pursuant to Section 2-11.1(f) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of the exceptions.

Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com. Such written inquiries or requests for information shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer's facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Bidder, lobbyist, or Consultant may communicate with Village personnel.

Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.

Violation of this policy by a particular Bidder, proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer, or respondent voidable.



In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

32. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the Village. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the Village
33. **SUBCONTRACTING:** If an awarded Bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or prior to use for approval. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the RFP. Nothing contained in this RFP will be construed as establishing any contractual relationship between any sub-bidder(s) and the Village. The awarded Bidder(s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any changes in subcontractors requires prior Village written approval.



SECTION IV GENERAL CONDITIONS

These general terms and conditions apply to all offers made to North Bay Village, Florida, by all prospective Proposers including but not limited to Request for Quotes, Invitations to Bid, and Request for Proposals. As such the words "RFP", "bid", and "proposal" are used interchangeably in reference to all offers submitted by prospective Proposers.

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this RFP, Section IV, General Conditions, Item #2, Order of Precedence shall prevail.

1. **CONTRACT TERM:** At all times during the term of the contract, the successful Contractor(s) shall act as an independent Contractor and at no time shall be considered an agent or partner of the Village.)
 - 1.1 **Contract Period:** This contract shall be firm for an initial term of three (3) years subsequent to approval by the proper Village authorities. The contract may be renewed for three (3) additional (1) one year periods provided both the successful proposers and the Village agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the Village and the successful proposer.
 - 1.2 **Option to Renew:** The performance period of any contract resulting from this solicitation may be renewed upon mutual agreement between the contractor and the Village with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for three (3) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed six (6) years.
 - 1.3 **Price Increase:** Consideration of price increases at each renewal period will be given provided such escalations are justified, reasonable and acceptable to the Village, and are based on claims and annual renewal trends. Any price increases must be documented and approved by the Village only when a written request is received a minimum of one hundred and eighty (180) days prior to the renewal date. It is also expected that de-escalation of prices will be extended to the Village if the market so reflects. The Village reserves the right to not renew any contract regardless of price considerations.
 - 1.4 **Contract Extension:** The Village reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. Additional extensions over the first ninety (90) day extension may not exceed 6 months for the convenience of either party by mutual agreement to such extensions. The Village shall notify the Successful Proposer in writing of such extensions.
 - 1.5 **Contract Amendment:** The Village may require additional services of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the Village prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the Village reserves the right to delete or revise items and services under this proposal at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the Village at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
2. **ORDER OF PRECEDENCE:** In resolving conflicts resulting from errors or discrepancies in any of the RFP or Contract Documents, the order of precedence (lower number item controls) shall be as follows:
 - Change Order
 - Contract/Purchase Order
 - Addenda
 - RFP Forms, if applicable
 - Request for Proposals
 - General Conditions
 - Instructions to Proposers
3. **UNBALANCED PROPOSALS:** Proposals that are judged to be mathematically or materially unbalanced shall be cause for the Proposal to be rejected as non-responsive.
4. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this RFP is implied or given.
5. **INVOICING AND PAYMENT:** Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Proposal shall be stated in the contract to meet the following conditions to be considered a valid payment request. **If progress payments are applied for, all invoicing and payments shall be as stipulated under the Special Conditions section titled "Progress Payments".**

Timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract document should be submitted to:

North Bay Village
Attn: Accounts Payable Department
1666 Kennedy Causeway, Suite 300
North Bay Village, FL, 33141



Email: ap@nbvillage.com

Payment will be made after the goods/services from the awarded Proposer have been received/completed; inspected and found to comply with negotiated contract, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

6. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that are incorrect and were not included on the original Purchase Order, must be brought to the attention of the Project Manager and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the Village's attention and did not receive written approval via a Change Order issued by the Purchasing Department shall not be honored.
7. **VILLAGE PURCHASING CARD:** The Village has authorized the use of a Purchasing Card to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Awarded Proposers may be presented these credit cards by authorized Village personnel for the above mentioned purchases. Proposer (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.
8. **CHANGE ORDERS:** Any addition(s) to the Statement of Work or to a Purchase Order as a result of the RFP award that adds additional costs must be brought to the Village's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order shall be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the Village's attention and did not result in a Change Order approved by the Purchasing Department shall not be honored.
9. **DISPUTES:** In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.
10. **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
 - 10.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
 - 10.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
 - 10.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- 10.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:
 - 10.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and
 - 10.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.
 - 10.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.
 - 10.4.4 If the protest (with respect to 11.2 above) the protest bond shall be the same as 11.4.1 and 11.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.
11. **DEBARMENT:** The Village Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
12. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
 - 12.1 The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 12.2 Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.
13. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.
14. **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a



result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

- 14.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the Village.
- 14.2 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
- 14.3 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.
- 14.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
15. **DEMONSTRATIONS:** The Village may request a full demonstration of any product or service before the award of a contract. All demonstrations will be done at the expense of the Proposer.
16. **COPYRIGHTS OR PATENT RIGHTS:** The Proposer warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing or selling the goods shipped or ordered as a result of this RFP. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.
17. **PERFORMANCE:** Throughout the contract period the Contractor(s) performance will be monitored by Village staff. If performance fails to meet the standards specified or noncompliance with the conditions, terms, specifications

and requirements of the RFP and receives an unacceptable rating, the Village may without cause and without prejudice to any other right or remedy, terminate the contract whenever the Village determines that such termination is in the best interest of the Village. Consultant's receiving an unacceptable rating shall be served by written notice by the Procurement Department. The Village shall be the sole judge of nonperformance.

18. **DEFAULT:** In case of default by the Proposer, the Village may procure the articles or services from other sources and hold the Proposer responsible for any excess costs incurred thereby.
19. **TERMINATION:**
- 19.1 **General** - The CONTRACT may be terminated as follows:
- By the VILLAGE, at its convenience pursuant to paragraph 17.2;
 - By the VILLAGE for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 17.3;
 - By the mutual Contract of the parties; or as may otherwise be provided below.
 - In the event of the termination of the CONTRACT, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.
- 19.2 **Termination for VILLAGE's Convenience:** The VILLAGE, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such event, the VILLAGE shall pay the CONTRACTOR for the work actually performed. The VILLAGE shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.
- 19.3 **Termination for CONTRACTOR's Failure to Perform:** In addition to any other termination provisions that may be provided in the CONTRACT, the VILLAGE may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the VILLAGE to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the Village against loss pertaining to this termination.
- 19.4 **Payment upon Termination:** Upon termination of the CONTRACT, the VILLAGE shall pay the CONTRACTOR for those Services actually rendered and contracted for under the CONTRACT, and those reasonable and provable expenses required and actually incurred by the CONTRACTOR for Services prior to the effective date of termination. Where the CONTRACT is terminated for cause by the VILLAGE, such payment shall be reduced by an amount equal to any



reasonable and provable expenses actual incurred by the VILLAGE as a direct result of the termination.

19.5 Delivery of Materials Upon Termination: In the event of termination of the CONTRACT by the VILLAGE, prior to the CONTRACTOR's satisfactory completion of all the Services described or alluded to herein, the CONTRACTOR shall promptly furnish the VILLAGE, at no additional cost or expense, with one (1) copy of the following items (collectively "Documents"), any or all of which may have been produced prior to and including the date of termination: data (including electronic data), specifications, calculations, estimates, plans, drawings, photographs, summaries, reports, memoranda; and any and all other documents, instruments, information, and materials (whether or not completed) generated or prepared by the CONTRACTOR, or by any Specialty CONTRACTOR, in rendering the Services described herein, and not previously furnished to the VILLAGE by the CONTRACTOR pursuant to this CONTRACT. The Documents shall be the sole property of the VILLAGE, and the VILLAGE shall be vested with all rights provided therein of whatever kind and however created. The CONTRACTOR shall also require that all such Specialty CONTRACTORS agree in writing to be bound by the provisions of this Section.

20 EMPLOYEES: Employees of the awarded Proposer shall at all times be under its sole direction and not an employee or agent of the Village. The Awarded Proposer shall supply competent and physically capable employees. The Village may require the Awarded Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. The Awarded Proposer shall be responsible to the Village for the acts and omissions of all employees working under its directions.

21 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT: The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

21.1 During the performance of the Contract, the awarded Proposer shall not discriminate against any employee or applicant for employment because of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, marital status, political affiliation, familial status, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers

21.2 The awarded Proposer will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender or national original, or disability. Such actions must include, but not be limited to, employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

21.3 The awarded Proposer shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

21.4 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities.

21.5 Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

22 TAXES: The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided.

23 INSURANCE REQUIREMENTS: Proposer hereby agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Village, must be received by the contract administrator or their designee at least thirty (30) days prior to the start of any work. Notice of cancellation prior to the expiration date thereof, for any reason other than non-payment of premium or fraud, must be delivered to the contract administrator with at least thirty (30) days advance notice. If requested, a complete copy of the insurance policy must be provided to the contract administrator or their designee within seven (7) days from the date requested.

23.1 Commercial General Liability: Insurance coverage for death, bodily injury, personal injury, or property damage. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. North Bay Village, Florida, must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

23.2 Professional Liability: Insurance coverage for errors and omissions resulting from the services provided under this agreement. Coverage must be for limits of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate with a deductible or self-insured retention not to exceed \$25,000. *Professional liability insurance is only required if your business provides certain professional services including but not limited to architectural, design, engineering, electrical, and construction, as well as professional services including but not limited to consulting, counseling, therapy or teaching.*



23.3 Automobile Liability: Insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least \$500,000 combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein if your business owns, leases or rents vehicles. For personal vehicles that are not owned by the business but are driven onto Village property automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*

23.4 Workers' Compensation and Employers' Liability: Insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.*

24 RECORDS/AUDITS: The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Village's Auditor. The awarded Proposer agrees to make available to the Village's Auditor, during normal business hours all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

25 UNIT PRICES: Where a discrepancy between unit price and total price is indicated on a Proposer's submitted Schedule of RFP Prices or Price Proposal Form, the unit prices shall prevail.

26 EXCLUSIVE RIGHTS-USE OF OTHER CONTRACTS: The right to provide the commodities and services granted under this contract shall not be exclusive. The Village reserves the right to utilize any other Village contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative RFP agreement, or to directly negotiate/purchase per Village policy and/or Florida Statute in lieu of any offer received or award made as a result of this RFP, if it is in the best interest to do so. The Village also reserves the right to separately RFP any single order or to purchase any item on this RFP if it is in its best interest to do so.

27 COOPERATIVE PURCHASING AGREEMENTS: All Proposers submitting a response to this Request for Proposals agree that such response also constitutes a RFP to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this RFP, **should the awarded Proposer(s) deem it in the best interest of their business to do so.** This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to

re propose (RFP) any or all items.

28 LIABILITY, INSURANCE, LICENSES, AND PERMITS: Where awarded Proposers are required to enter or go onto Village property to deliver materials or perform work or services as a result of RFP award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awarded Proposer shall be liable for any damage or loss to the Village incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFP; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the awarded Proposer recognizes that and covenants that it has received consideration for indemnification provided herein.

29 RIGHTS TO PROPOSAL/RFP DOCUMENTS: All copies and contents of any proposal, attachment, and explanation thereof submitted in response to this Request for Proposals (except copyright material), shall become the property of North Bay Village, Florida. The Village reserves the right to use, at its discretion, and in any manner it deems appropriate, any concept, idea, technique or suggestion contained therein. All copyright and industrial/commercial proprietary, confidential and/or privileged information such as financial records, must be clearly identified, as such confidentiality is protected until award of contract, in accordance with Chapter 119, F.S. Said material shall be returned to the Proposers prior to award of contract so as to preserve the proprietary and confidential nature of its contents.

30 SEVERABILITY: Indulgence by the Village on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Proposals. If any term or provision of this RFP or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFP or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFP/Contract shall be deemed valid and enforceable to the extent permitted by law.

31 VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Dade County, Florida.

32 EXPENSES: Neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

33 VERIFICATION OF EMPLOYMENT (E-VERIFY): The Village shall not intentionally award contracts to any



contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The Village shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the Village.

- a. Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.
- b. Subcontractors
 - (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
 - (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.

Failure to comply with this provision is a material breach of the Agreement, and Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary)..

30. IRREGULARITIES: Proposals not meeting stated minimum terms and qualifications may be rejected by the Village as non-responsive or irregular. However, the Village reserves the right to waive any irregularities, technicalities or informalities in any proposal. The Village reserves the right to allow for the clarification of questionable entries and for the correction of typographical and mathematical errors.

31. SOVEREIGN IMMUNITY: No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may

be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

32. PERSONAL INJURY AND PROPERTY DAMAGE: The contractor assumes any and all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.

33. TRADE-NAMED ITEMS: When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is indicated, only that trade-named item will be considered. The Village reserves the right to reject products that are listed as approved and waive formalities. Should a vendor wish to have products evaluated for future solicitation consideration, please contact in writing, Angela Atkinson, the Chief Financial Officer. If the wording "no substitute", "spec only" or "only" does not appear with the trade name, offerors may submit prices on their trade-named item, providing they attach a descriptive label of their product to this solicitation. Sample merchandise offered hereunder as "offered equal" may be required to be submitted to the purchaser in advance of the solicitation award. Substitutions for items solicited, awarded and ordered are prohibited except as may be approved by the Chief Financial Officer.

34. ADDITIONAL TERMS AND CONDITIONS~~Error! Bookmark not defined.~~ No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the Contractor's authorized signature affixed to the submittal signature section attests to this.



SECTION V STATEMENT OF SERVICES

5.1 **OVERVIEW**

This is a Call to Artists for an opportunity to design an Art Display (Mural) for North Bay Village on the 79th Street Causeway, at the Grove by the Bay Building. The Grove by the Bay Building is located at 1440 79th Street, North Bay Village, Florida. The project must meet the specs outlined herein but is flexible in design and could be comprised of:

- An art mural painted on the Grove by the Bay building on the 79th Street Causeway.
- An art installation comprised of a series of individual panels positioned on the Grove by the Bay building on the 79th Street Causeway.
- The Dimensions of the design space for the Art Mural are approximately 40 feet by 60 feet. Please see the photos of the actual building below.
- Any other composition that achieves the artistic and branding goals outlined in this Call for Artists.

The artwork will be featured on the entranceway to Treasure Island in North Bay Village, the “**Heart of the Bay**” of Miami-Dade County. The 79th Street Causeway sees over 42,000 vehicles each day—14 million a year. It will replace the existing entranceway sign.

The entranceway feature is expected to be a welcoming point of engagement for residents, visitors and newcomers. It is expected to be a more prominent entranceway feature that compliments [the Village's new brand](#).





5.2 **MINIMUM QUALIFICATIONS AND EXPERIENCE**

This RFP shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their proposal response package to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the proposal response being considered non-responsive.

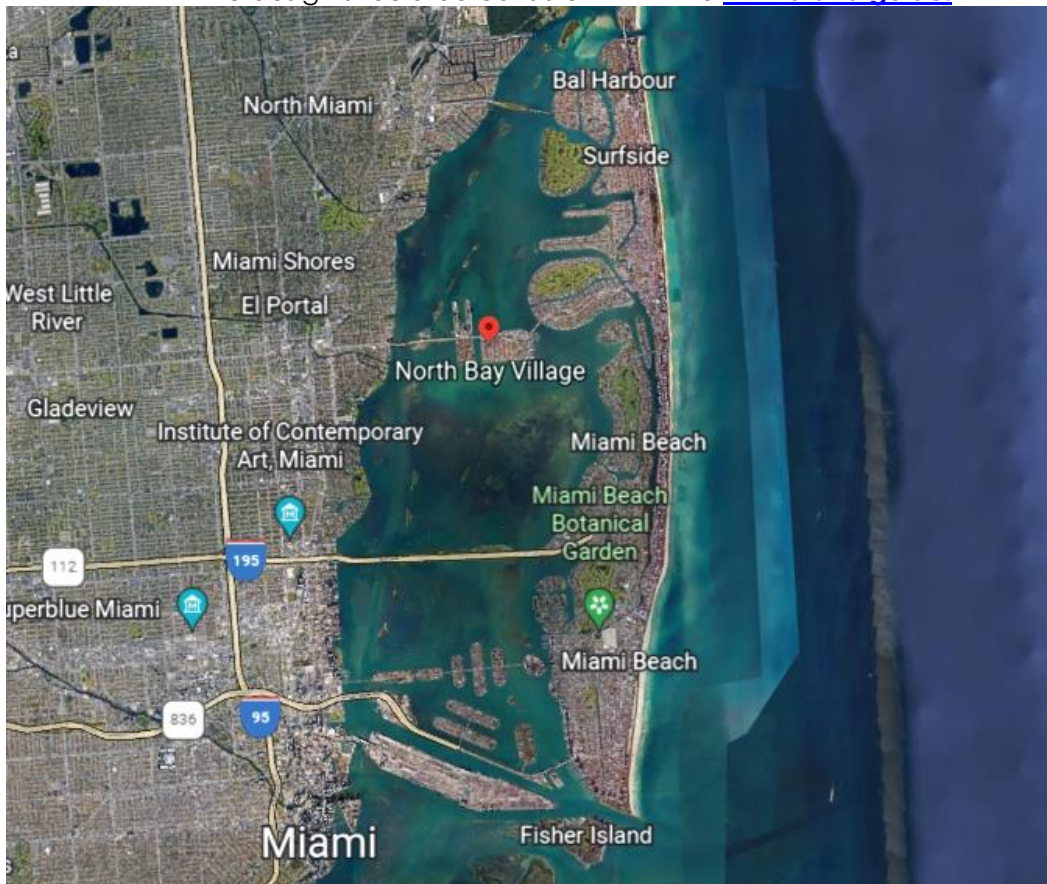
- A. Artist description:
 - Bio, resume, CV, or other documents that describe your experience. For teams, include information for all team members.
- B. Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida, and include trained personnel with adequate experience and skills to perform the work.
- C. Relevant work samples:
 - Up to 10 images of completed past work that you feel is relevant to this site. One image per file. Limit to two videos or less.
 - Note: including drawings or designs made specifically for this application or site are welcomed but not necessary.
- D. Proposer must provide a minimum of three (3) satisfactory references of similar accounts and size within the past eight (8) years; and provide details of scope of work, location, and date of service, names, addresses and phone numbers of owners.
- E. Statement of interest and initial project concept (500 words or less):
 - Narrative describing an initial artistic concept for this site, why you're interested in this opportunity, what connection you have to the site/neighborhood, and any specific or unique processes you might use for the project.



5.3 JOB CRITERIA

- We want submissions from artists that have a strong, original, artistic vision, and who demonstrate experience in community engagement and public art. Your experience and narrative proposal should align with the Village's story, mission, pillars, and personality traits.
 - **Brand Story**
North Bay Village is a thriving waterfront community with a diverse and rich blend of cultures, situated in the heart of Biscayne Bay.
 - **Mission Statement**
To serve our diverse residential and business community by preserving our natural resources, stimulating economic activity, and enhancing the quality of life for present and future generations.
 - **NBV Pillars**
The Village is striving to become a more sustainable and prosperous community that can adapt to the challenges of a changing climate. The three pillars that guide the Village are the following:
 - Prosperity
 - Livability
 - Resilience
 - **NBV Personality Traits**
We are proud to have a brand that is fresh, progressive, and friendly.

The design should be consistent with the [NBV brand guide](#).





SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFP.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the Village and shall not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.

Please tab all support documents or attachments according to the order established in the following paragraph. The Village reserves the right to deduct points or reject and not consider any proposal not organized and not containing all the information outlined.

6.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Village has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

6.3 **LETTER OF TRANSMITTAL**

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFP identifying the Respondent's competitive strengths and interest in the overall project. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications:

Firm shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence. Firm must identify locations of all their offices, including the location of the main office that will be responsible for the actual services.

Tab 2 ~ Experience/Skills of Key Representative(s) assigned to this project:

- Provide details of experience and qualifications of trained personnel with adequate experience and skills, including relevant schooling, training who will perform the work. Primary staff and backup personnel shall be identified by name and title.
- Bios and Resumes shall be provided on all team members involved with the project.

Tab 3 ~ Approach/Methodology:



- Describe, in detail, the proposed plan for providing the scope of services and how services will be addressed based on firm's understanding of the Village's needs and the manner in which the overall approach shall be demonstrated. Design your cost structure in line with your approach. Describe the communication procedures and coordination of services to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with Village staff.
- Please explain any challenges your team might encounter with a short timeline for Design and Implementation.

Tab 4 ~ Proposed Cost:

Design your cost structure in line with your approach. All rates quoted shall include travel means, labor and any and all materials/incidental expenses. No additional costs will be allowed.

Tab 5 ~ References:

Proposer must provide a minimum of three (3) references of similar accounts and size within the past eight (8) years; and provide details of the following: scope of work, location, dates of service, names, addresses, email address, and phone numbers. A reference person must be someone who has direct knowledge of the proposer's work and performance. Identify any unique restraints or challenges associated with those projects and how they were addressed in order to deliver a successful engagement.

In addition, please provide up to 10 images of completed past work that you feel is relevant to this site. One image per file. Limit to two videos or less.

Tab 6 ~ Insurance:

Provide proof of ability to obtain insurance coverages as detailed in Section IV. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Village along with their qualification data. Include a properly completed Form as proof. The awarded Contractor shall either cover any sub-contractor on its policy or require the sub-contractors to conform to all requirements for insurance contained herein and submit their certificates to the Purchasing Department prior to starting any work on this project.

Tab 7 ~ Submittal Information & Attachments:

- Florida registration with the Division of Corporations
- Attachment A, Proposer's Profile Statement
- Attachment B, Subcontractor List
- Attachment C, Non-Collusive Affidavit
- Attachment D, Conflict of Interest
- Attachment E, Drug Free Workplace Cert
- Attachment F, Public Entity Crimes
- Attachment G, Signature Page
- Sample Forms

Tab 8 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the Respondent (please limit this information to two (2) pages).



Tab 9 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

**SECTION VII
EVALUATION OF SUBMISSIONS**

7.1 EVALUATION METHOD AND CRITERIA

- A. Purpose:** The purpose of the Proposal is to demonstrate compliance with the evaluative criteria established, specifically the qualifications, knowledge, experience, and competence and capacity of the firms seeking to submit to this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation.
- B. General:** The selection committee will evaluate proposals and will select the proposer which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Village's decisions will be final. This criterion shall be utilized in the evaluation of the proposals. The evaluation criteria will include, but not be limited to, consideration of the following:

| EVALUATION CATEGORIES | 100 POSSIBLE POINTS |
|--------------------------------|----------------------------|
| Qualifications of the Firm | 25 |
| Experience of the Staff | 25 |
| Approach and Methodology | 20 |
| Cost Proposed | 20 |
| Location/Availability of Staff | 5 |
| References | 5 |

7.2 SELECTION

Proposals will be evaluated using the above criteria. The Village will assign this task to a Selection Committee. The Village reserves the right to select the most qualified firms from review of the packages submitted and request authorization to negotiate an agreement with the highest ranked firm; or to interview the most qualified Respondents prior to requesting authorization to negotiate an agreement with the highest ranked respondent. Firms will be notified in writing if they are selected for an interview. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews.

7.3 PRESENTATIONS

The Village may require oral and visual presentations from those firms that are ranked or short-listed. This shall be done at the Village's sole discretion when it feels presentations are essential as part of the evaluation process and are in the best interests of the Village. The Village shall be the sole judge and final arbiter of its own best interests in this matter.

7.4 NEGOTIATIONS

After the Selection Committee evaluates and ranks the respondents, staff concludes negotiations with the respondent(s) selected will present the results of the negotiations to the Village Commission for approval of award of a contract. If staff determines that it is unable to negotiate a satisfactory contract with the respondent(s) considered to be the most qualified at a price the Village determines to be fair, competitive, and reasonable, negotiations with that



respondent(s) shall be formally terminated. Should the staff be unable to negotiate a satisfactory contract with the selected respondent(s), staff may select additional respondent(s) in order of their original ranking, competence and qualification; and will continue negotiations until an agreement is reached. However, the Village reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

7.5 BEST AND FINAL OFFER

Furthermore, the Village also reserves the right to negotiate with one or all of the shortlisted Proposers for the purpose of obtaining best and final offers. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all Proposers for the purpose of obtaining the best and final offer. The Village at any time during these negotiations may request a "best and final offer" from the shortlisted responsive and responsible Proposers that submitted proposals.

7.6 CONTINGENT FEES PROHIBITED

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



SECTION VIII FORMS

- 8.1 BID COVER PAGE CHECKLIST/BID FORM
- 8.2 BID FORM
- 8.3 BID BOND
- 8.4 SCHEDULE OF BID PRICES
- 8.5 BIDDER'S QUALIFICATIONS STATEMENT
- 8.6 SUBCONTRACTOR LIST
- 8.7 REFERENCE FORM
- 8.8 NON-COLLUSIVE AFFIDAVIT
- 8.9 CONFLICT OF INTEREST
- 8.10 DRUG FREE WORKPLACE
- 8.11 PUBLIC ENTITY CRIMES
- 8.12 WARRANTIES
- 8.13 NOTICE OF INTENT TO AWARD
- 8.14 NO BID



BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____

BID NO: _____

COMPANY NAME: _____

PHONE NO: _____

- 1. Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive.
- 2. Bid Form/Bid Bond/Schedule/Bid Submittal Certification: **Carefully read all Bid Documents, and properly complete the Bid Form and execute the certification.** (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- 3. Bidder's Qualification Statement: **Complete and sign the Bidder's Qualification Statement.** (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
- 4. Subcontractor List: **Complete the form.**
- 5. References: **Complete and submit references on the designated Form.**
- 6. Non-Collusion Affidavit: **Sign the Non-Collusion Affidavit and have it notarized.**
- 7. Conflict of Interest: **Complete and sign the form.**
- 8. Drug Free Workplace Form: **Sign the Drug Free Workplace Form.**
- 9. Public Entity Crime Statement: **Sign the Public Entity Crime Statement and have it notarized.**
- 10. Warranties: **Sign the Warranties form and have it notarized.**
- 11. Proof of Insurance: Include proof of insurance containing **a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the VILLAGE and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the VILLAGE, and their officers, directors, agents, and employees as "additional insured".** Attach to the back of your submittal.
- 12. Licenses: **Attach certificate of competency, state registration and any other applicable licenses.** Attach to the back of your submittal.
- 13. **Proof that firm is registered with Florida Division of Corporations (Sunbiz) and Business Tax Receipt, if applicable.**
- 14. **IF "NO BID" is offered, please complete the last section in the Bid Form and return to the Purchasing Department.**



BID FORM

BID NAME: _____

BID NO: _____

Submitted By: _____
(BIDDER)

Date: _____

A. SCOPE OF WORK

This is a Call to Artists for an opportunity to design an Art Display for North Bay Village on the 79th Street Causeway. The project must meet the specs outlined herein but is flexible in design and could be comprised of:

- An art mural painted on the Grove by the Bay building on the 79th Street Causeway.
- An art installation comprised of a series of individual panels positioned on the Grove by the Bay building on the 79th Street Causeway.
- The Dimensions of the design space for the Art Mural are approximately 40 feet by 60 feet.
- Any other composition that achieves the artistic and branding goals outlined in this Call for Artists.

B. BIDDER ACKNOWLEDGES

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the VILLAGE to perform and furnish all WORK and deliver all materials in accordance with the bid documents as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the VILLAGE within ten (10) days after the date of VILLAGE'S Notice of Intent to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that
 - a. BIDDER has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

| Number | Date | Number | Date | Number | Date |
|--------|-------|--------|-------|--------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost,



progress, performance or furnishing of the WORK. These General Conditions are applicable to all specifications contained in the project manual.

c. BIDDER has given the VILLAGE written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the VILLAGE is acceptable to BIDDER.

4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.

5. Communications concerning this Bid shall be as follows:

| | |
|-----------------------|-------|
| Contact Person | _____ |
| Business Address | _____ |
| City, State, Zip Code | _____ |
| Business Phone Number | _____ |
| Fax Number | _____ |
| Email Address | _____ |

6. Other pertinent information is as follows:

| | |
|--|-------|
| License Number (Please Attach Copy) | _____ |
| Federal Tax ID# | _____ |
| Federal Employment ID # | _____ |



SCHEDULE OF BID PRICES

For all work associated and described in the bid documents, drawings and specifications. The cost of incidental work described in these Contract Requirements, for which there are no specific Contract and or contract line items, shall be considered as part of the general cost of doing the work and shall be included in the prices for the various Contract Items. No additional payment will be made. All rates quoted shall include travel means, labor and any and all equipment and tools required. All disposal charges should be included in the contractor’s unit prices. There shall be no charges to and from the Village sites.

A materials list with unit price shall be recorded and reviewed with the Owner at each Project Progress Meeting. Acceptances of quantities / materials list used to date are to be documented in the Meeting Minutes.

If these documentation and approval procedures are not followed by the contractor, a later request for award of Unit Price Costs may be denied by the Owner.

The Village intends to award a contract to the lowest Responsive and Responsible bidder as a basis for award. Items include all profit and overhead, incidentals, all labor, supervision, setup, machinery, equipment, tools, materials, cleanup and other means of construction to successfully complete the project in accordance with specifications and construction documents herein.

| ITEM | DESCRIPTION | LUMP SUM TOTAL COST |
|---|---|---------------------|
| 1. | Design of the Art Mural at the Entranceway of Treasure Island NBV – “Heart of the Bay”: | \$ |
| | | |
| | | |
| | | |
| | | |
| | | |
| CALENDAR DAYS FROM NOTICE TO PROCEED TO FINAL COMPLETION, IF LESS THAN 30 DAYS | | Days |
| OVERALL TOTAL COST-(ITEMS 1) | | \$ |

ALL LINE ITEMS MUST ADD UP TO THE TOTAL COST OF THAT SECTION AND TOTAL COST OF THE BID SUBMITTAL

Submitted on this ____ day of _____, 2021.

- a. (If an individual, partnership, or non-incorporated organization)

Signature of BIDDER _____

By _____

- b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____



Attested by _____
Secretary _____

Incorporated under the laws of the State of _____.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELGIBLE FOR AWARD.

- By signing this Bid, bidder acknowledges and agrees to comply with all State, Local, and Federal Laws.



BIDDER'S QUALIFICATIONS STATEMENT

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

BIDDER'S GENERAL INFORMATION: BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. **Additional sheets can be attached as required.**

1. BIDDER'S Name, Principal Address, Phone Number, Fax Number, and email address as follows:

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

BIDDER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

Certification: MBE SFDB MWBE DVBE SBA Other
(Please attach certificate)

BIDDER'S Federal Identification Number: _____

2. Number of years as a Contractor in this type of work: _____

Number of years under your present business name?

3. How many years under a previous business name? List name(s) below.

4. Type of Business:

Sole Proprietorship Partnership Corporation Joint Venture

If a Corporation, answer this:

If a Partnership or Individual Proprietorship, answer this:

Date of incorporation:

Date of organization:

In what State:

If a partnership, state whether partnership is general, limited association:



5. Names and titles of all officers, partners or individuals doing business under trade name:

| | |
|------------------|-------------------------------|
| Name of Officers | Name and Address of Partners: |
| President: | |
| Vice President: | |
| Vice President: | |
| Secretary: | |
| Treasurer: | |

**SUBSIDIARY OR AFFILIATED COMPANIES
IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST**

| NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES | EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS |
|--|---|
| | |
| | |
| | |

6. Business Structure – Corporation, Joint Venture, or Partnership. Applicants submitting applications as joint ventures, shall submit a copy of their joint venture agreement. If a joint venture or prime/subcontractor arrangement of two (2) firms, indicate how the work will be distributed between the partners.

| Business Structure | Indicate By (X) | Copy of Joint Venture Agreement Attached (Y/N) | If applicable, how will work be distributed between partners? |
|--------------------|-----------------|--|---|
| Corporation | | | |
| Joint Venture | | | |
| Partnership | | | |

Length of time in business for separate Firms of a Joint Venture

| Firm(s) Name | Length of Time in Business |
|--------------|----------------------------|
| | |
| | |
| | |



7. Principal Office Location – Location of principal office, which will be responsible for implementation of this contract. Please list telephone number (s), facsimile number (s) and email address (s).

Form with a grid structure for providing contact information.

8. Other Office Locations – Location of other offices from which resources may be drawn.

Four horizontal lines for listing other office locations.

9. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? If so, please list and describe

Horizontal line for providing details for question 9.

10. Within the previous 5 years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof.

Horizontal line for providing details for question 10.

11. Within the previous 5 years has your organization been involved in litigation? _____. If so, please list and explain nature and current status or resolution

Horizontal line for providing details for question 11.

12. Within the last 10 years has your organization been convicted of a Public Entity Crime? If so, please explain.

Horizontal line for providing details for question 12.

13. Is your organization currently pre-qualified with any governmental agency? _____. If so, please list.

Horizontal line for providing details for question 13.

14. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Horizontal line for providing details for question 14.

15. What is the last project of this nature that you have completed?

Horizontal line for providing details for question 15.

16. Have the Surety Company who will provide your bonds (said Surety Company must have an AM



Best rating of Class XI A or better per the Supplementary Conditions, Section IV), provide you with written verification showing that your firm will be bonded for the amount of the contract. This must be submitted with your bid.

17. Have you personally reviewed the proposed WORK and do you have a complete plan for its performance?

18. List your firm, licensing, type of work licensed for, and also the licensing and types of work the individual who will have personal supervision of the work is licensed for.

| Name | License# | Type of Work |
|-------|----------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

19. Will you sublet any part of this WORK? If so, give details.

20. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

21. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organizations(s) during the three (3) years. The list shall include all case names; case, arbitration or hearing identification case or file numbers; the name of the engagement over which the dispute arose; and a description of the subject matter of the dispute, and the status or disposition of the reported action. For joint venture or team Bidders, submit the requested information for each member of the joint venture or team. Use additional paper if necessary.

22. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization(s) were defendants.

23. Has the Bidder, its principals, officers or predecessor organization(s) ever filed for bankruptcy? If so, provide details.



The Bidder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Date:

Signature

Email:



CERTIFICATE
(For Partnership)

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between North Bay Village, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20____.

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ___ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida



Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____ held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____, as _____ of the Corporation, is hereby authorized to execute the Bid Form dated _____, 20____, between North Bay Village, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number



SUBCONTRACTOR LIST

The undersigned Bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for this service. The Bidder is further notified that all subcontractors shall be properly licensed, insured, and shall be required to furnish the Owner with a certificate of insurance in accordance with Section IV, Insurance Requirements. Failure to furnish this information shall be grounds for rejection of the Bidder's submittal.

| <u>Name, Address/ Phone#</u> | <u>License#</u> | <u>Specialty-Duties</u> | <u>Contract Amount \$</u> | <u>% of contract</u> |
|------------------------------|-----------------|-------------------------|---------------------------|----------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |



The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the VILLAGE and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the VILLAGE and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

By _____
(Signature)

Date _____



REFERENCE FORM

Contractor must provide a minimum of three (3) satisfactory references of similar accounts and size within the past five (5) years; one (1) similar reference must be from a Government entity or Municipality (public sector entity) within the state of Florida; and provide details of scope of work, location, date of service, names, addresses and phone numbers of owners.

#1 REFERENCE

| | |
|--|----|
| Company/Entity Name: | |
| Address City, State Zip Code | |
| Contact Name: Title: | |
| Phone No: Fax: Email: | |
| Date of Service or Contract Period: Location | |
| Summary of Services Performed Governmental or Private | |
| Dollar Value of Contract | \$ |

#2 REFERENCE

| | |
|--|----|
| Company/Entity Name: | |
| Address City, State Zip Code | |
| Contact Name: Title: | |
| Phone No: Fax: Email: | |
| Date of Service or Contract Period: Location | |
| Summary of Services Performed Governmental or Private | |
| Dollar Value of Contract | \$ |

#3 REFERENCE

| | |
|--|--|
| Company/Entity Name: | |
| Address City, State Zip Code | |
| Contact Name: Title: | |
| Phone No: Fax: Email: | |
| Date of Service or Contract Period: Location | |
| Summary of Services Performed Governmental or Private | |



| | |
|--------------------------|----|
| | |
| Dollar Value of Contract | \$ |



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____ by _____ who
 is personally known to me or who has presented the following type of identification:
_____.

SEAL

Notary Public (Signature), State of Florida

My Commission Expires: _____



DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with Instructions to Bidder's, each BIDDER must disclose, in its submittal, the names of any employees who are employed by BIDDER who are also an employee of North Bay Village. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

| Name of Bidder's Employee | Village Title or Position of Bidder's Employee | Village Department of Bidder's Employee |
|---------------------------|--|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by BIDDER who are also an employee of North Bay Village, Florida.
- I hereby affirm that all known persons who are employed by BIDDER, who are also an employee of North Bay Village, Florida, have been identified above.

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPs: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP 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 RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to 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's policy of maintaining a drug-free workplace, and 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 RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under RFP, 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 a 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.

Signature

(Print or Type Name)



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. 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 the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any 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 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.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



WARRANTIES

In consideration of, and to induce the Award of **NORTH BAY VILLAGE**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to North Bay Village, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to North Bay Village, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to North Bay Village, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the Village shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the Village agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of One Hundred Thousand (\$100,000.00) Dollars for property damage and Three Hundred Thousand (\$300,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the Village in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied to the Village should maintain complete and accurate records made at the time of



performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, North Bay Village, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the Village;

- 11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
- 12. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this _____ day of _____, 20____ .

(SEAL)

CONTRACTOR:

By _____

ATTEST:

Secretary



NOTICE OF INTENT TO AWARD

TO: _____

Contractor

Address

ATT: _____

Name and Title

PROJECT: NORTH BAY VILLAGE

ART MURAL DESIGN – ENTRANCEWAY TO THE “HEART OF THE BAY” NBV

RFP# 2022-004

Gentlemen:

This is to advise that you have been awarded the contract for the above referenced project as a result of your bid of: _____ (\$ _____) submitted to North Bay Village (Owner) on _____ (Date).

Three (3) sets of the Project Manual for this project are attached. Each set contains an unexecuted Agreement and the requirement for attaching the Performance and Payment Bonds. Please execute all copies of the Agreement and attach a copy of the Performance and Payment Bonds to each Agreement and return the Project Manuals to our office for final execution by the Owner.

Your attention is invited to the provision whereby your proposal guarantee may be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner within ten (10) consecutive calendar days from _____ (Date).

Sincerely yours,

By: _____
Angela Atkinson, CFO



STATEMENT OF NO BID

Please complete and return this form prior to ITB opening date.

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- Insufficient time to respond to solicitation
- We do not offer this product/service or equivalent
- Our project schedule would not permit us to perform
- Unable to meet specifications, please explain _____
- Unable to meet requirements, please explain _____
- Specifications unclear, please explain _____
- Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date