



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2022-005

**PROJECT:
ARCHITECTURAL & ENGINEERING DESIGN SERVICES
FOR NORTH BAY VILLAGE, FLORIDA (“VILLAGE”)
VILLAGE HALL & PUBLIC SAFETY COMPLEX**

**PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Telephone (305) 756-7171
Email: Angela Atkinson, Chief Financial Officer at aatkinson@nbvillage.com**



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SECTION I NOTICE OF REQUEST FOR QUALIFICATIONS

Sealed Qualifications packages must be submitted electronically through www.DemandStar.com by Proposers responding to this RFQ 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 RFQ 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 Bid 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 Village.

RFQ Number:	2022-005
RFQ Name:	Architectural & Engineering Design Services for North Bay Village: Village Hall & Public Safety Complex
RFQ Advertising/Publish Date:	October 5, 2022
Non-Mandatory Pre-proposal Meeting:	November 3, 2022, at 10:00 a.m. via Zoom Meeting ID: 811 3211 2733 Password: 865040
Questions Deadline:	November 29, 2022, by no later than 2:00 p.m.
RFQ Closing Date/Time:	December 9, 2022, by no later than 2:00 p.m.
Proposed Committee Evaluation Mtg:	December 12, 2022 at 10:00 a.m.
Proposed Interview & Shortlist Date:	January 10, 2023 Commission Meeting
Anticipated Award / Contract Date:	February 14, 2023 Commission Meeting
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the RFQ number for faster recognition.
Submittal Requirements:	Submit the entire Qualifications Package by completing and returning all required documents indicating Proposer’s name and Project Name, RFQ Number, and time and date of the RFQ opening. 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 RFQ 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 their electronic submittal is uploaded to DemandStar on or before the RFQ Due Date and Time. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. 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.
RFQ Statement of Work:	North Bay Village invites qualified, experienced and licensed architectural and engineering (A&E) firms, to submit their qualifications to design and provide construction engineering and inspection (CEI) services for a new Village Hall & Public Safety Complex.

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

The Village Manager reserves the right to: (i) waive any informalities or irregularities, (ii) reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for, (iii) reject any or all proposals in whole or in part with or without cause, (iv) re-advertise for proposals, (v) award in whole or in part to one or more Proposers, and (vi) accept the proposal which best serves the Village.



SCHEDULE OF PROCUREMENT EVENTS

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

Event	Date	Time
RFQ Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Wednesday, October 5, 2022	TBD
Non-Mandatory Pre-Proposal Mtg through Zoom <u>Meeting ID:</u> 811 3211 2733 <u>Password:</u> 865040	Thursday, November 3, 2022	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, November 29, 2022	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, December 2, 2022	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, December 9, 2022	2:00 PM
Electronic Proposal Opening through Zoom. <u>Meeting ID:</u> 815 0378 4901 <u>Password:</u> 034919	Friday, December 9, 2022	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Monday, December 12, 2022	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 847 5642 2577 Passcode: 494467	*Monday, December 19, 2022	10:00 AM
Notification of Short-List and Instructions for Presentations to Short-Listed Respondents	*Tuesday, December 20, 2022	2:00 PM
Presentations by Short-Listed Respondents to the Village Commission (if requested)	*January 10, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*February 15, 2023	6:00 PM
Agreement Negotiations	*February 16, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.



ADVERTISEMENT PUBLICATION

North Bay Village, Florida
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141

**RFQ# 2022-005
ARCHITECTURAL/ENGINEERING DESIGN SERVICES
NORTH BAY VILLAGE, FLORIDA ("VILLAGE")
VILLAGE HALL & PUBLIC SAFETY COMPLEX**

Notice is hereby given that North Bay Village, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking qualified, experienced and licensed architectural and engineering (A&E) firms, including their consultants, to design and provide construction engineering and inspection ("CEI") services for a new Village Hall & Public Safety Complex located at 1335 79th Street, North Bay Village, FL 33141.

Solicitation Documents may be obtained by registering with DemandStar and from the Village's Bid Website: <https://northbayvillage-fl.gov/bids-rfps/> to receive all required documents and notification of addenda. The Village is not responsible for the content of any submittal package received through any 3rd party service or any other source.

A **Non-Mandatory** Pre-proposal Meeting will be held on November 3, 2022, at 10:00 a.m., via Zoom. Meeting ID: **811 3211 2733** Password: **865040**

Firms desiring to provide the services described shall 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 **no later than 2:00pm, December 9, 2022.**

All questions or comments should be directed to the following email: aatkinson@nbvillage.com Inquiries must reference "RFQ# 2022-005, ARCHITECTURAL/ENGINEERING DESIGN SERVICES" in the subject line. Deadline to submit written questions is **November 29, 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: October 7, 2022.



SECTION II

DEFINITIONS

- 2.1 CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Qualifications and entered into between the Village and the successful Proposer.
- 2.2 CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
- 2.3 DESIGN CRITERIA PROFESSIONAL:** A firm who holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- 2.4 VILLAGE:** North Bay Village, Florida a municipal corporation within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor, and three Village Commission members.
- 2.5 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.
- 2.6 NEGOTIATE** or any form of that word means to conduct legitimate, arm's 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.
- 2.7 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 the Village and State of Florida requirements.
- 2.8 PROFESSIONAL SERVICES** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his/her professional employment or practice. Professional services include construction managers at risk as authorized by F.S. 1013.45.
- 2.9 PROFESSIONAL COMMITTEE (EVALUATION COMMITTEE):** Village staff and/or outside consultants assigned to evaluate the submitted Qualifications.
- 2.10 PROJECT MANAGER:** The duly authorized representative designated to manage the Project.
- 2.11 PROPOSER/RESPONDENT:** Any individual, firm, or corporation submitting qualifications for the project, acting directly or through a duly authorized representative.
- 2.12 "PROVIDER", "ENGINEER OF RECORD", "CONTRACTOR" OR "CONSTRUCTION MANAGER AT RISK", "SUCCESSFUL PROPOSER" OR "CONSULTANT":** The firm or individual receiving an award as a result of this RFQ. Said terms may be used interchangeably while retaining the same meaning.
- 2.13 PURCHASING DEPARTMENT:** The Purchasing Department of North Bay Village, Florida.
- 2.14 QUALIFICATIONS/PROPOSAL,** shall refer to any statements of qualifications submitted in response to this Request for Qualifications.



- 2.15 REQUEST FOR QUALIFICATIONS (RFQ):** means this solicitation of responses for qualifications. It includes all exhibits and attachments as approved by the Village, and addenda or change orders issued by the Purchasing Department.
- 2.16 RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.
- 2.17 RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted a bid, offer, proposal, quotation or response, that conforms in all material respects to the solicitation
- 2.18 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.
- 2.19 WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this RFQ.



SECTION III GENERAL CONDITIONS

3.1 **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 Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

3.2 **QUALIFICATIONS**

Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The Village may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, 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 Village reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the Village's satisfaction.

3.3 **EXPENSES**

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. However, neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All expenses in the preparation of this RFQ 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 RFQ.

3.4 **BACKGROUND INVESTIGATION**

As a part of the RFQ evaluation process, the Village may conduct a background investigation including a criminal record check of Proposer's officers and/or employees. The Proposer's submission of a response to this RFQ constitutes acknowledgement of and consent to such investigation. The Village shall be the sole judge in determining the Proposer's qualifications.

3.5 **FACILITIES**

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

3.6 **INQUIRIES/AVAILABILITY**

Inquiries concerning Proposal Submittals should be made in writing. The Village will respond to written inquiries, if received on or before the Questions Deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated as specified below in Item 3.8.** No interpretation shall be considered binding unless provided in writing to the North Bay Village, Chief Financial Officer, Angela Atkinson, aatkinson@nbvillage.com. **It is the sole responsibility of the Proposer to ensure all addenda are received.**

**CONTACT WITH VILLAGE PERSONNEL, ANY MEMBER OF THE SELECTION
COMMITTEE OR COMMISSION MEMBER OTHER THAN PURCHASING**



DEPARTMENT STAFF REGARDING THIS REQUEST FOR QUALIFICATION SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

3.7 INTERPRETATIONS AND ADDENDA

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this RFQ by issuance of addenda via www.demandstar.com until the Questions Deadline. Questions shall be emailed to aatkinson@nbvillage.com with reference to the RFQ number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

The VILLAGE shall endeavor (through www.demandstar.com) notification of any addenda issued. It is the sole responsibility of the Proposer to ascertain whether any addenda to this Request for Qualification and Proposal Documents have been issued, and to submit any and all such addenda properly acknowledged with the Proposer's response.

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.

3.8 EVALUATION

The Village shall assemble an Evaluation Committee comprised of staff and additional consultants, if necessary. This committee shall evaluate the qualifications and may recommend the top ranked firms for oral presentations or discussions. Additionally, evaluation points shall be assigned to information contained in the package to aid in reducing the total number of submittals to at least three (3) short-listed firms. Short-listed firms may be invited to make presentations and / or to be interviewed for final evaluation.

3.9 AWARD OF CONTRACT

The Village Manager reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to select more than one consultant if it is in the best interest of the Village. The Village shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

3.10 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 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. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not inclusive):

- The RFQ response Package is found to have concealed or contained false and/or misleading information.
- Minimum requirements are not met.
- Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
- 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.
- Not including an executed authorized signature page.
- Not licensed to perform the required work or provide the required product.
- Not eligible to Propose due to violations listed under Item# 3.17, Public Entity Crimes.



- 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.

3.11 **WAIVERS**

The Village, 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.

3.12 **EXECUTION OF PROPOSAL**

Proposal must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the firm in contractual obligations. 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 signature as reflected on the Transmittal Letter shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Qualification.

- Complete and include Form 1, Proposer's Profile Statement and Form 2, Signature Page in Tab 9 of Section VI.
- 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.
- Include a list of authorized personnel to sign on behalf of the company on company letterhead and signed by an authorized agent as designated on the Division of Corporations for the State of Florida. Include in Tab 9 of Section VI.

3.13 **WITHDRAWAL OF PROPOSALS**

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

3.14 **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. Include in Section VI, Tab 8.

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.



- 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.
- 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.
- 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.

3.15 **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. Include in Section VI, Tab 8. 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).

3.16 **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.
- 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, sub-vendor, 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.
- 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.

3.17 **PROPOSAL AS PUBLIC DOMAIN**

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted"**.



3.18 PUBLIC RECORDS

Pursuant to Florida Statute Section 119.071(1)(b)(2) F.S., sealed Proposals or proposals received by an agency pursuant to competitive solicitations are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision pursuant to §120.57(3)(a), F.S. or within 30 days after Proposal opening, whichever is earlier, except as provided in Section 119.071(1)(b)(3), Florida Statutes.

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 or click [here](#).

3.19 E-VERIFY

3.20.1 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.

3.20.2 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.

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

3.20 LOBBYING

Proposers are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this solicitation until the Cone of Silence terminates. 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 or disqualification of said Proposal.

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305)756-7171 or [click here](#) additional information.

3.21 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.



3.23 **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.

“Cone of Silence,” as used herein, means a prohibition on any communication regarding this Request for Proposal (“RFP”), “ITB”, or “RFQ”. Pursuant to Section 2-11.1(t) 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 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 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 purchasing department’s web page or in a newspaper of general circulation.
- The cone of silence terminates at the time the Village Commission acts on a written recommendation from the purchasing department or the Village Manager regarding a contract award; provided, however, that communications are permitted when the Village Commission receives public comment at the meeting when the recommendation is presented. The cone of silence can be re-imposed if the Village Commission rejects the Manager’s written recommendation.
- 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, except as provided in Section 119.071(1)(b)(3), Florida Statutes.
- 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, Proposer, 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 Proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Proposer, respondent, and/or representative’s RFQ, proposal, or offer and may render any contract award to said 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.

3.24 **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 RFQ.

3.25 SUBCONTRACTING/SUBCONSULTANT

If an awarded Proposer 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 Proposer's Proposal or prior to use for approval, include in Section VI of Tab 1. No subcontracting shall take place prior to Proposal-awarded Proposer 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 Request for Qualification.

Nothing contained in this RFQ will be construed as establishing any contractual relationship between any sub-proposer(s) and the Village. The awarded Proposer (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 change in subcontractors requires prior written approval by the Village.

3.26 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.

3.27 PROPOSAL PROTEST

➤ Bid protests shall follow the process set forth in section 36.25 of the Village Code of Ordinances.

3.28 DEBARMENT

The Village 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.

3.29 FEDERAL DEBARMENT CERTIFICATION

If Federal Funding is being used for this project, 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).

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.

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.

3.30 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.

3.31 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. Include disclosure statement in Tab 8 of Section VI.

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.

3.32 TAXES

The Village is exempt from all Federal, State, and Local taxes. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.

3.33 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 relative to this contract for three years after final payment. The Village, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

3.34 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 RFQ award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance that may be required by federal, state, or county law to furnish services under the scope of this contract. 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 RFQ; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract.

3.35 SEVERABILITY

Indulgence by the Village on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Qualifications. If any term or provision of this RFQ 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 RFQ 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 RFQ/Contract shall be deemed valid and enforceable to the extent permitted by law.

3.36 VENUE

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

3.37 UNAUTHORIZED WORKERS

The Village shall not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Village.



3.38 SCRUTINIZED COMPANIES LIST

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFQ through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs; may not transact business with any public entity for a period of 36 months. Include disclosure statement in Tab 8 of Section VI.

Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

3.39 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.

3.40 GOVERNMENTAL REGULATIONS AFFECTING LAND USE

Unless the Scope of Services of this Contract includes an investigation into the applicable land use, zoning and platting requirements for the Project, Consultant shall proceed on the assumption that the Project as presented by the Village, is in accordance with all applicable governmental regulations.

3.41 COMPETITIVE NEGOTIATION

Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

3.42 PROHIBITION AGAINST CONTINGENT FEES

Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Include in Section VI of Tab 8. For the breach or violation of this provision, the Village shall have the right to terminate the agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. Consultant or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any Village contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Each contract entered into by the Village for professional services shall be in accordance with F.S. 287.055(6).

3.43 REUSE OF EXISTING PLANS

Notwithstanding any other provisions of this policy, there shall be no public notice requirement or utilization of the selection process as provided in this policy for projects in which the Village is able to reuse existing plans from a prior project. However, public notice for any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse in accordance with the provisions of F.S. 287.055(10).



3.44 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.

By signing the contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

3.45 [INTENTIONALLY OMITTED.]

3.46 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.

3.47 VARIANCE IN CONDITION

Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

3.48 DISCLAIMER

Employees or representatives of the Village act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.



SECTION IV

SCOPE OF SERVICES

North Bay Village, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking qualified, experienced and licensed architectural and engineering ("A&E") firms, including their consultants, to design and provide construction engineering and inspection ("CEI") services for a Village Hall & Public Safety Complex at 1335 79th Street (Kennedy) Causeway, North Bay Village, FL 33141. The Project consists of the design of a Village Hall and Public Safety Complex ("Project") at the approximately 32,938 square foot vacant/undeveloped property located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141 (the "Sakura Site").

Wolfberg, Alvarez & Partners Architects prepared a space plan for the Project (the "Space Plan," included as Exhibit B) pursuant to discussions with Village and Miami-Dade County Fire Rescue staff. The successful consultant will be required to design the Project consistent with the Space Plan, unless modified herein. The Project design shall include, at minimum, the following:

1. A ground floor Miami-Dade County Fire Station No. 27 that is at least 11,326 Square Feet (SF) and which meets the requirements set forth in Exhibit H.
2. *Municipal* space (totaling approximately 29,994 SF) including, at minimum, the following:
 - Commission Chambers: (2,782 SF as presented in the Space Plan)
 - Commission Offices (931 SF total, not 1,450 as presented in the Space Plan):
 - i. Mayor (227 SF) and Vice Mayor (176 SF) offices, as presented in the Space Plan
 - ii. Commission Offices revised from the Space Plan to be three individual offices (176 SF each, for a total of 528 SF), instead of one shared office (527 SF)
 - Village Administrative Offices (Total 6,122 SF) : as presented in the Space Plan
 - Police Headquarters and Dispatch: (5,807 SF total, not 7,803 SF as presented in the Space Plan) The 5,807 sq. ft. excludes the following square footages from the Space Plan:
 - i. Conference room (473 SF);
 - ii. Training classroom (729 SF)
 - iii. Processing / holding cell (374 SF)
 - iv. Vehicular sally port (300 SF)
 - v. Secured elevator (120 SF)
 - Front Counter and Building Department: (1,546 SF total, not 2,091 SF as presented in the Space Plan). The 1,546 sq. ft. excludes the following square footages from the Space Plan)
 - i. Reviewer Workroom reduced from 945 SF to 400 SF.
 - Village Hall Common Areas: depending on the ultimate building and floor layout, this can be modified but is approximately 4,793 SF.



- Building Support: depending on the ultimate building and floor layout, this can be modified but should be approximately 8,013 SF.
- Parking Garage: the request is for a minimum of 108 parking spaces for Village Hall and Fire Rescue combined (93 Village Hall parking spaces and 15 Fire Rescue parking spaces). Ultimately, the space needed is contingent upon building and floor layout.

4.1 **NON-MANDATORY PRE-PROPOSAL MEETING**

A **Non-Mandatory** Pre-Proposal Meeting will be held on November 3, 2022, at 10:00 a.m., via Zoom.

Meeting ID: **811 3211 2733** Password: **865040**

All Interested Proposers are should attend this Non-Mandatory Pre-Proposal Meeting. Proposers must register and sign-into the Zoom waiting room prior to 10:00 a.m. The meeting host will admit participants and promptly start at 10:00 a.m., which shall act as proof of attendance. Site visits can be arranged at a later date by emailing aatkinson@nbvillage.com.

4.2 **LIST OF ENGINEERING DISCIPLINES**

Design Services shall include, but not be limited to, the following list of disciplines:

- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Plumbing Engineering
- Structural Engineering
- Architecture
- Landscape Architecture
- Low Voltage
- Fire Protection Engineering
- Traffic Engineering

4.3 **PROJECT BACKGROUND AND CHRONOLOGY**

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

Prior to relocating to its current, leased office space in an office building on Treasure Island, the Village Hall facility was housed inside a structure located on what today is Harbor Island East Drive Park (aka the Dog Park). The former Village Hall, along with the attached Miami-Dade County Fire Rescue Station No. 27, was condemned and subsequently demolished after storm damage sustained by the structure more than 10 years ago. Miami-Dade Fire Rescue Department has since operated from temporary trailers at another location. Construction of a new Fire Rescue Station No. 27 is considered necessary and critical to maintain the level of service to residents of the Village and surrounding areas.

The 79th Street Causeway (aka Kennedy Causeway) is a six-lane highway originating in Miami, which separates Harbor Island and North Bay Island and continues east through Treasure Island before ending in Miami Beach. There is a narrow commercial corridor lining a portion of the north side of the 79th Street Causeway on Harbor Island and both sides of the Causeway on Treasure Island.



During 2019-2020, the Village prepared a new community-wide master plan, known as the NBV100 Master Plan, which envisioned redevelopment of the former Sakura Site as an NBV Village Hall and Public Safety Complex. The zoning of this parcel was recently changed to a T6 transect zone designation, related to the form-based zoning that applies to commercial properties on the south side of the 79th Street Causeway.

During 2020, North Bay Village and Miami-Dade County entered into a Memorandum of Understanding (MOU), making the Village eligible for up to \$4.25 million for design and construction, and up to \$420,000 for additional related expenses, of a new fire rescue station. The fire station is intended to be part of a partnership between the MOU parties, with the Village providing the land for the Project, and leasing the station to Miami-Dade County for \$1 per year for an initial term of 30 years, with up to three (3) 30-year renewals. According to the terms of the MOU, the Village, in conjunction with the County Fire Department is responsible for overseeing procurement, funding, and management of design and construction of the Project, pursuant to securing a Consultant to design and build the Project. Respondents should review Exhibit A, “Memorandum of Understanding between North Bay Village and Miami-Dade County” for additional information relating to the proposed new fire rescue station.

4.4 PROJECT SITE

The Sakura Site consists of two parcels located at 1335 79th Street (Kennedy) Causeway, North Bay Village, Florida 33141. Folio Numbers of the parcels are 23-3209-001-0060, and 23-3209-001-0061. The site land area is 32,938 Square Feet. The future land use designation of the property is Commercial, with a T6-24MU (Municipal Use) zoning. Based on a maximum FLR of 13.0, the site would allow for a building of approximately 385,000 Square Feet. A Property Survey with additional information on the Sakura Site is attached hereto as Exhibit C. In addition, an Environmental Assessment for the property is included as Exhibit D, and a Geotechnical Survey is included as Exhibit E.

Land Use	Commercial
Zoning	T6-24MU
Site Square Footage	31,734
Acreage	0.73 ac*
Max Density (with bonuses)	150 du/ac
Max FLR	13.0
Max Building SF	385,000 SF



SECTION V

INSURANCE REQUIREMENTS

Professional 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 Deputy Village Manager within ten (10) days from award of a contract and prior to the start of any work. Professional shall be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918, and Must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability, Professional Liability, and the Builder's Risk/Installation Floater if required below. Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work. Professionals shall not charge a markup or fee of any type on any insurance policies required herein.

Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability, Professional Liability, and the Builder's Risk/Installation Floater, must have the Village as an additional insured in connection with the work contracted to (Name of Professional). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department (Deputy Village Manager). 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.

References to letter and number combinations, reference to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Risk and Benefits Management Department (Deputy Village Manager). Any request for deviation or waivers must be addressed in writing to the Purchasing Department at cgomez@nbvillage.com.

Commercial General Liability – Insurance coverage for death, bodily injury, personal injury, or property damage, and requires endorsements, contract language, and waiver of subrogation. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. The Village 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.

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 consulting.*

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. Commercial autos shall require waiver of subrogation and owns, hired and non-owned. Combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein for personal vehicles that are not owned by the business but are driven onto Village property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*

Cyber Privacy or Network Liability/Cyber Liability – Insurance coverage must be for limits of at least \$1,000,000 each occurrence for work being performed in order to cover the potential losses by electronic theft or sabotage.



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, and requires waiver of subrogation. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.* Firms with four (4) or less employees that does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

INDEMNIFICATION

Awarded Proposer recognizes the broad nature of this article and voluntarily agrees to indemnify the Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

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.

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 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.

- 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.
- 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.
- 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.



SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

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. The firm to be selected pursuant to this RFQ shall be that which the Village deems to be the most highly qualified to perform the required services. The proposer should submit the following information with their qualifications to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested information shall result in the response being considered non-responsive.

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 RFQ.

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. 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 RFQ 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 RFQ. 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 Qualification. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications

Firms shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, ownership interest, and the length of company's existence. Professional must identify all of their offices, including the location of the main office that will be responsible for the actual production of the work.

Firm must provide proof that their firm is fully licensed and holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Provide a list of key personnel with experience and skills to perform the services (include information related to each service) in that office who will be responsible for the completion of the work, including the resumes of the primary (key) individuals. Resumes of proposed key personnel shall include (name, company



address, phone number, e-mail address) job skills, education, training, experience and professional affiliations/membership, copies of current licenses and certifications acquired for the type of work to be performed in the State of Florida.

Firm must provide a minimum of (10) year's comparable experience, specializing in the architectural and engineering design services.

All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes.

Proposer must disclose whether there were any claims made under the contract documents by any party thereto that was not resolved prior to mediation, litigation or arbitration under the construction agreement. If there were such claims, provide the information requested in Tab 3 for legal actions and claims as referenced therein.

Tab 2 ~ 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 pages).

Tab 3 ~ Experience/Past Performance/References:

Firm shall provide a list minimum of three (3) projects of a similar type that the responsible office or individuals have completed within the last twenty (20) years. Title and brief description of each project shall include:

- A brief description of the project.
 - Total bid price, contract time limit, and final construction cost and time.
 - Owner of the project.
 - The name, email, and telephone number of a contact person.
 - Project completion date.
- Provide a minimum of three (3) references within the past five (5) years with a scope and nature similar to this project. References must include the name of the contact person and agency, address, telephone and email address. Each reference person must be someone who personally possesses significant knowledge, skill or experience in the field of construction or design. Each reference person must be someone who has direct knowledge of the proposer's previous work and performance. Each reference person's direct knowledge of Proposer's work and performance must be meaningfully related to the reference person's knowledge, skill or experience in the field of construction and the reference person's role and meaningful participation in the applicable project(s) on which the reference is based. Proposer shall provide a letter signed by each reference person detailing the foregoing. Reference letters from highly qualified reference persons, reference letters that contain more detailed information and reference letters that establish a positive, longer and more frequent course of dealing may be accorded more weight than letters lacking or providing less information.
 - Identify all matters in which your firm has been party to legal action (including federal and state court litigation, arbitration, administrative proceeding, etc.) during the last 5 years involving a single client for claims in excess of \$50,000. Include a brief legal description of the dispute and its current status. Describe the particular circumstances giving rise to the dispute and the actions which your firm took to attempt to resolve the matter. The descriptions shall include the following information: (i) identification of each cause of action (i.e. breach of contract, unfair and deceptive acts or practices) made in the legal action, (ii) the greatest amount of damages claimed by Proposer against each party in said legal action, (iii) the greatest amount of damages claimed by any other party in said legal action against Proposer, (iv) the amount of money and other relief Proposer was awarded, adjudged and recovered (by settlement, garnishment or otherwise) from each party to the legal action, and (v) the amount of money and other relief any other party to the legal action was awarded, adjudged or recovered (by settlement, garnishment or otherwise) from Proposer.



- Identify all other claims involving a single client asserted against Proposer in the past three years in excess of \$50,000, whether the claim was asserted in correspondence or otherwise (but specifically excluding any legal action as indicated in the previous paragraph), where it was alleged or asserted that Proposer failed to perform any part of professional design contract for a the construction of any structure, misrepresented, negligently misrepresented or neglected to perform any duty owed to the Proposer's design client, including any alleged defect(s) in Proposer's previous design work on any project. Proposer need not and should not repeat any claim identified in the previous paragraph.

Include references and contact information of Past Performance and working experience and relationships with the Village or other Florida Municipalities and public entities.

Tab 4 ~ Projected Workloads: Recent/current projected workloads of the firms; and the volume of work previously awarded to each firm.

Tab 5 ~ Familiarity: Provide a description of the firm's familiarity with local conditions, geography/topography, environmental conditions, and community goals in the North Bay Village area.

Tab 6 ~ Financial Statements: Firm must provide a recent financial statement audited or reviewed by a Certified Public Accountant, not more than two (2) years old, indicating the net worth of the applicant firm. The financial statement shall be evaluated on a pass-fail basis. Not submitting said audited or reviewed financial statement shall render a failed response for this criterion. Compiled or internally prepared financial statements will not be accepted and shall render a failed response for this criterion. In accordance with F.S. 119.07, any financial statement that an agency requires a prospective proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from public records disclosure requirements. The Chief Financial Officer or designee shall review financial statements of shortlisted firms for veracity of financial capacity. If Chief Financial Officer or designee does not approve the veracity of financials, Proposer may be disqualified.

- List of 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 ten (10) years, if applicable. Include in the description the disposition of each such petition.
- List of all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years, if applicable. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- List of all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

Tab 7 ~ Insurance: Provide proof of ability to obtain insurance coverages as detailed in Section V. 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. A properly completed Accord Form is preferable. The awarded firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 8 ~ Disclosure Statements: Proposer, as specified below, must be replaced with Firm Name. Signature on the transmittal letter shall certify the veracity of these statements.

Include a disclosure statement advising the Village of any potential **Conflict of Interest**, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project as specified in Item 3.15.

Include the following Statement of **Non-Collusion**: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement



with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena” as specified in Item 3.16.

Include statement that 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 as specified in Item 3.20.

Include the following statement of **Non-Discrimination & Equal Opportunity Employment**: 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 as specified in Item 3.32.

Include the following statement of **Scrutinized Companies List**: Proposer certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in Item 3.39.

In accordance with Florida Statute 287.055(6)(a) **Prohibition Against Contingent Fees**, the following statement must be included in each submittal: “The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement” as specified in Item 3.43.

Tab 9 ~ Requested Information:

- Form 1, Proposer’s Profile Statement
- Form 2, Signature Page
- Florida registration with the Division of Corporations
- Business Tax Receipt w/copy of IRS W-9 form or proof of exemption
- Form 3, Single Execution Affidavits
- Form 3 A or B, Certificate of Authority
- Form 4, Acknowledgement of Addenda

Tab 10 ~ 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 COMMITTEE

The Village Manager shall assemble an Evaluation Committee comprised of one (1) Administrator from the Village, one (1) Miami-Dade Fire Rescue Representative, one (1) Community Representative, and/or additional designees, if necessary.

7.2 EVALUATION CRITERIA

The Committee shall evaluate current statements of qualifications to perform the services required utilizing the following evaluation criteria:

Category	Criteria	Maximum Points
1	<p>Qualifications/Experience of the Respondent</p> <p>To include years of and types of experience, ability, capacity and skill, accomplishments and reputation, and adequacy of personnel to perform, including timeliness, financial stability and availability and licenses.</p>	25
2	<p>Qualifications/Experience of the Respondent’s Team</p> <p>Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the project.</p>	25
3	<p>Past Performance & Client References</p> <p>Experience and background in with similar projects as specified.</p> <p>References and past performance.</p>	30
4	<p>Familiarity</p> <p>The Respondent’s familiarity with North Bay Village and Miami-Dade County including local, state, and federal regulatory agencies procedures and requirements.</p> <p>Sustainability/Green Initiatives.</p>	10
5	<p>Projected Workloads</p> <p>Recent/current workload</p> <p>Volume of awarded work</p>	10
		Total: 100 Points



7.3 **EVALUATION METHOD**

Step 1: The Committee shall evaluate current statements of qualifications to perform the services required, rank the firms in order of preference as to their qualifications, shortlist no fewer than three (3) firms deemed to be the most highly qualified to perform the required services. The Committee may also, at its sole discretion, request additional or clarifying information from any responder, and may require public presentations regarding their qualifications, approach to the project, and ability to furnish the required services.

Step 2: Shortlisted firms may be invited to appear in front of the Village Commission for oral interviews and/or presentations on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time and length of interviews. The finalists are re-evaluated and ranked based on their presentations and preliminary design.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the Evaluation Committee and/or the Village Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.

7.4 **AWARD**

The Village anticipates entering into a contract with the proposer who submits the proposal judged by the Village to be most advantageous. The firm to be selected pursuant to this RFQ shall be that which the Village deems to be the most highly qualified to perform the required services. The Village reserves the right to award to more than one firm, if it's in the Village's best interests to do so.

If an agreement to enter into negotiations cannot be reached with the top ranked respondent(s), the Village may seek negotiations with the next ranked respondent, and so on, until an acceptable agreement has been reached.

Recommendation to Village Commission. After short-listing of the top three respondents deemed qualified by the Evaluation Committee, the Village Manager will present a recommendation to the Village Commission with the Evaluation Committee's rankings and recommendations for consideration by the Village Commission and the Village Manager's recommendation for award or rejection of all qualifications for approval at a Commission meeting.

Village Commission Meeting to Select Consultant(s). The Village Commission may select the Consultant(s) that it determines are the most qualified, taking into consideration all aspects of the Consultant's Response and authorize the Village Manager to proceed with negotiations and, if authorized, execute a professional services agreement with the selected Consultant. The Village Commission shall have the final authority to select the Consultant(s) and award the Professional Services Agreement(s).

Negotiations and Execution of Agreement. After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall negotiate a Professional Services Agreement in accordance with Section 287.055, Florida Statutes, with the selected Consultant(s) at compensation that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

Village Commission Meeting to Approve Professional Services Agreement(s) with Consultant(s). Upon reaching mutually agreeable terms with the selected Consultant(s), the Professional Services Agreement(s) for each selected Consultant shall be presented to the Village Commission for final approval.



7.5 **PROFESSIONAL SERVICES AGREEMENT**

A tentative contract shall be negotiated with the most qualified firm for professional services at compensation which the Village's designee(s) determine(s) is fair, competitive, and reasonable. In making such determination, the Village's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the Village shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. The contract shall also be in accordance with F.S. 287.055(6) with reference to prohibition against contingent fee clauses.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the Village upon their creation without restriction or limitation on their use and will be made available, upon request, to the Village at any time during the performance of the services.

Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the Village, except for the specific purpose intended hereunder, will be at the Village's sole risk and without liability or legal exposure to Proposer or its sub-proposers. The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Village and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Miami-Dade, Florida, or the Southern District of Florida.

Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

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 estopped in the revocation of an award previously granted.



**SECTION VIII
FORMS**

- 1. PROPOSER'S PROFILE STATEMENT**
- 2. SIGNATURE PAGE**
- 3. SINGLE EXECUTION AFFIDAVITS**
- 4. ACKNOWLEDGEMENT OF ADDENDA**



FORM 1
Return completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

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

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFQ: _____

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

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFQ submittals non-responsive.

At what address was that business located? _____

The PROPOSER 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 PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Signature



FORM 2
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Village vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or VILLAGE, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the Village, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the Village and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Village and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. **Proposer understands and accepts that that if Proposer is awarded this RFQ, Proposer will not be awarded RFQ NO._____.**

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

By

(if a corporation, affix seal)

Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.



**FORM 3
SINGLE EXECUTION AFFIDAVITS**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

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

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

Respondent Initials

Public Entity Crimes Affidavit

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July



1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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

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

Respondent Initials



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

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

Respondent Initials

Business Entity Affidavit

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

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or



collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

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

Respondent Initials

Respondent's Certification, Acknowledgment, Warranty, and Acceptance

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



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

Respondent Initials

Ownership Disclosure Affidavit

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



Name	Address	Ownership (%)

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

Name	Address

Respondent Initials

Truth in Negotiation Certificate
(if applicable)

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



Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Submittal 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 Submittals will be followed if none of the tied vendors have a drug-free workplace program. 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' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.



6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent Initials

Cone of Silence Certification

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

Respondent Initials

North Bay Village Anti-Discrimination Statement

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

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

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

Respondent Initials

E-VERIFY Affidavit

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



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

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

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

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**



In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath



**FORM 3A: CERTIFICATE OF AUTHORITY
(if Corporation, Partnership, or Joint Venture)**

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

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

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

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

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)



**FORM 3B: CERTIFICATE OF AUTHORITY
(if Individual)**

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

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

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

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



FORM 4
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



SECTION IX

LIST OF EXHIBITS

- A. Exhibit A - Memorandum of Understanding Regarding the Development and Operation of the North Bay Village Fire Rescue Complex between Miami-Dade County and North Bay Village (MOU), as included in Exhibit A.
- B. Exhibit B - Building Program Summary and Programmatic Diagrams for NBV Village Hall and Public Safety Complex, prepared by Wolfberg, Alvarez & Partners.

The document is available at:

https://www.dropbox.com/s/qqa9flgdzz9dln3/Exhibit_B_Wolfberg_Alvarez_2016_Conceptual_Design_Analysis_Report_for_New_Municipal_Complex.pdf?dl=0

- C. Exhibit C - Property Survey
- D. Exhibit D - Environmental Assessment
- E. Exhibit E - Geotechnical Survey
- F. Exhibit F - Miami-Dade Fire Rescue - Fire Station 27 Conceptual Design Floor Plans.