



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2023-001

STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES

**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



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Qualifications ("RFQ") for **"STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES"**.

The Request for Qualifications shall be clearly titled **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Friday, March 10, 2023 by 2:00 p.m.

Non-Mandatory Pre-Proposal Meeting via Zoom on Thursday, February 16, 2023 at 10:00 a.m.

- Meeting ID: 828 9777 8264
- Password: 658186

All bids shall open publicly via Zoom on Friday, March 10, 2023 at 2:00 p.m.

- Meeting ID: 818 3399 3417
- Password: 798559

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

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

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

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"RFQ#2023-001 - STORMWATER IMPROVEMENTS & ROADWAY RECONSTRUCTION PROGRAM MANAGEMENT SERVICES"** in the subject line. Deadline to submit written questions is Tuesday, February 28, 2023 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 RFQ are prohibited.

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

Dated: January 30, 2023

Published: February 3, 2023 (Daily Business Review)



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 (EST)
RFQ Available on DemandStar (Cone of Silence Begins) www.DemandStar.com and www.northbayvillage-fl.gov	Monday, January 30, 2023	*5:00 PM
Non-Mandatory Pre-Proposal Meeting through Zoom Meeting ID: 828 9777 8264 Password: 658186	Thursday, February 16, 2023	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Tuesday, February 28, 2023	4:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Friday, March 3, 2023	4:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Friday, March 10, 2023	2:00 PM
Electronic Proposal Opening through Zoom. Meeting ID: 818 3399 3417 Password: 798559	Friday, March 10, 2023	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Monday, March 13, 2023	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 875 4556 8119 Passcode: 665926	*Monday, March 20, 2023	10:00 AM
Notification of Short-List and Instructions for Presentations to Short-Listed Respondents	*Tuesday, March 21, 2023	5:00 PM
Presentations by Short-Listed Respondents to the Village Commission (if requested)	*April 11, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*April 12, 2023	6:00 PM
Agreement Negotiations	*April 13, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.



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SECTION 1 **INFORMATION FOR THE RESPONDENTS**

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the "Village"), a municipality located in Miami-Dade County, Florida, pursuant to Florida Statutes §287.055, the Consultants' Competitive Negotiation Act ("CCNA"), as may be amended, which governs the acquisition of professional engineering, landscape, architectural, and surveying and mapping services, hereby requests qualifications for the selection of one firm (the "Consultant" or "Respondent") to perform professional engineering, project management, and related services (the "Services") for the Stormwater Improvements & Roadway Reconstruction Program Management Services.

Florida law requires the Village to make a determination of a respondent's qualifications to perform the Services prior to engagement. The information used in this request for qualifications ("RFQ") will be used by the Village to make its determination. The Village intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ. The contract will be negotiated pursuant to the CCNA.

1.2 CONE OF SILENCE

Notwithstanding any other provision in this RFQ, the provisions of §38.18, "Cone of Silence," of the Code of North Bay Village, Florida, are applicable to this RFQ and shall be imposed on this RFQ upon its advertisement. The Cone of Silence imposes a prohibition on:

- Any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;
- Any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;
- Any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- Any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee. The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.



Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- Communications with the Village Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- Any emergency procurement of goods or services; and
- Communications regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

- 1.3 ADDENDA.** If the Village finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.
- 1.4 CERTIFICATION.** By submitting a Response to this RFQ, the signer of the Response declares that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response. By submitting a Response, the Consultant shall certify that it has fully read and understood this RFQ and the Response requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.5 ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFQ.
- 1.6 INTERVIEWS.** The Village reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.
- 1.7 RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 1.8 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with Responses shall become property of the Village and shall be deemed to be public records subject to public inspection.
- 1.9 RESPONSE DISCLOSURE.** Upon opening, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFQ will become the property of the Village and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.
- 1.10 RESPONSE WITHDRAWAL.** Respondents may withdraw their Responses by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their



Responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned Responses. Responses, once opened, become the property of the Village and will not be returned to the Respondents.

1.11 RETENTION OF RESPONSE. The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected.

1.12 REQUESTS FOR INFORMATION/CLARIFICATION. The Village, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate Responses. The Village has made efforts to provide accurate and complete information in this RFQ. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their Responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing to North Bay Village, Chief Financial Officer Angela Atkinson, aatkinson@nbvillage.com on or before the question deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum.

1.13 IRREGULARITIES & RESERVATION OF RIGHTS. Responses will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all Responses, reject a Response which is in any way incomplete or irregular, re-issue the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

The Village reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the Village and whose is considered by the Village to be the most qualified Respondent who's Response meets the requirements and criteria set forth in this RFQ. Notwithstanding, the Village may, at its sole discretion, reject all Responses and cancel the solicitation, in which case no award will be made. The Village reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Response. Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Village reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

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

1.15 RESPONSE/PRESENTATION COSTS. The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

1.16 LATE SUBMISSIONS. Statements of Qualifications received by the Village after the time specified for receipt will not be considered. Statements of Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Statements of Qualifications shall be decided in the favor of the Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Village shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.



- 1.17 COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete Response.
- 1.18 PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.19 LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.20 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFQ (the "Contract"). The terms of the Contract may be negotiated upon selection of Consultant.
- 1.21 BONDS.** The selected Consultant must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Contract, deliver to the Village the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Respondent shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Village.
- 1.21.1 PERFORMANCE BOND.** If this provision is selected, the selected Respondent must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Respondent defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Village shall select this box: .
- 1.21.2 PAYMENT BOND.** If this provision is selected, the selected Respondent must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Respondent and the Village if the selected Respondent fails to make any required payments only. If a payment bond is required, the Village shall select this box: .
- 1.21.3 WAIVER OF BONDS.** If this provision is selected, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: . If the requirement for a performance bond is waived, the Village shall select this box: .



1.22 AMERICAN RESCUE PLAN ACT PROVISION.

Respondent acknowledges that the Services may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act (“ARPA”). The selected Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by ARPA, as further detailed in the ARPA Addendum to this Agreement.

If compliance with this section is required, the Village shall select this box: .

END OF SECTION 1



SECTION 2 **SERVICES NEEDED BY THE VILLAGE**

2.1 GENERAL INFORMATION

North Bay Village (the “Village”) is located in the northeast (NE) bounds of Miami-Dade County (County), situated directly east (E) of the City of Miami’s Belle Meade neighborhood, and just west (W) of Miami Beach’s Normandy Isles community. The Village is surrounded by the Biscayne Bay (Bay), which is an Outstanding Florida Water (OFW) and is also located within the Biscayne Bay Aquatic Preserve. The sole land-based ingress/egress to the Islands is via the John F. Kennedy (JFK) Causeway (i.e., 79th Street Causeway), which traverses west to east through the center of the Village. North Bay Village (Village) is a coastal municipality comprised of three (3) man-made Islands.

- North Bay Island: Consists exclusively of single-family homes.
- Harbor Island: Consists primarily of multi-family dwellings, zoned for mid-rise and high-rise buildings.
- Treasure Island: Consists of single-family, multi-family, mid-rise, and high-rise buildings, institutional uses, and its main commercial hub is JFK Causeway (i.e., 79th Street Causeway).

Through earlier and ongoing work, the Village has developed a conceptual strategy consisting of four areas of effort:

1. Land/Easement Acquisition (Pump Stations and outfalls)
2. Stormwater infrastructure improvement
3. Roadway Reconstruction, Elevation, Traffic Calming, Pedestrian Connectivity
4. Green Infrastructure

To effectively guide the improvement initiative, the Village envisions a process, beginning with the development of an “Implementation Program.” Development of the Program should begin with defining the overall strategy. The first step is a distinct effort focused on strategy and design, which will set the vision and priorities for the detailed Implementation Program. Once the Implementation Program is developed, the next step is to form a program management team to oversee and execute the overall infrastructure improvement initiative.

2.2 BACKGROUND

In the last three years, the Village undertook preparation of a Stormwater Master Plan (SWMP) that now serves as the foundation for the development of Stormwater and roadway improvements. These documents are available as context for the development of the requested “Implementation Program.” (The document, as well as supporting information, can be found at <https://northbayvillage-fl.gov/stormwater/>).

2.2.1 Easement and Land Acquisition

The recordings of drainage easements or acquisition of land may be required as part of the drainage improvements. Several pump stations and outfalls are recommended by the SWMP, proposing the installation of four (4) pumps on Treasure Island, two (2) pumps on North Bay Island, and one (1) pump on Harbor Island. All three islands have limited right of way, and outfalls will have to pass through private property. Designs will make all attempts to locate pumps within the right of way, but the acquisition of land and easements will likely be needed for several pumps.



[2022 – North Bay Village Stormwater Master Plan](#)

2.2.2 Stormwater System

North Bay Village has performed a range of infrastructure rehabilitation planning, design, and construction efforts to sustain the overall infrastructure system to where it is today. At the core of the system is Village owned and maintained Stormwater drainage network of gravity drains, shallow catch basins, outfalls, and two inoperable pumps stations. The Stormwater network has not evolved over the past 30 years from the current rudimentary system. The system has aged significantly, and more challenging environmental boundary conditions have reduced the efficacy of the gravity-driven system with ensuing inundation impacts.

Periodic improvements and evaluations of the Stormwater network have been conducted over time since the Village was incorporated, through various rehabilitation programs and a recently completed Stormwater master plan.

[2022 – North Bay Village Stormwater Master Plan](#)

[2021 – North Bay Island Stormwater Basis of Design Study Master Plan](#)

[2017 – North Bay Village Stormwater Outfall Rehabilitation Program](#)

2.2.3 Roadway Reconstruction, Traffic Calming, Green Infrastructure.

Local roadways on Treasure and Harbor have not been resurfaced or had any traffic improvements in over 40 years. However, North Bay Island was resurfaced in 2020. North Bay Village intends to inspect and assess the existing roadway conditions on the islands and development of a design to address road elevation, ponding, traffic calming, pedestrian crossings, and landscaping. Specific attention to sustainable and innovative landscape design that can incorporate drainage elements is a priority for the Village.

[2022 – North Bay Village Traffic Calming Study](#)

[2022 – Conceptual Roadway and Streetscape Presentations](#)

[2020 – Treasure and Harbor Island Roadway Surveys](#)

[2020 – NBV 100 Design Criteria](#)

[2019 – Geotechnical Survey](#)

2.3 SCOPE OF SERVICES

2.3.1 Develop the Program Strategy

The program strategy will first identify priorities and define the scope of work for individual projects to be completed by assessing needs, funding resources, and impacts to the community. Based on these attributes, the strategy will outline an approach to execute the project within a specific time frame. The Program Strategy will use a 2060 planning horizon to identify clear project scopes and supporting funding to guide the effort and the investment required. Key considerations for the strategy include, but are not limited to:

- Identify and evaluate existing, ongoing, and projected Village; Miami-Dade County; or State of Florida strategies, or any other similarly impactful studies, programs, projects, actions, etc. and integrate into program strategy;
- Identify potential fundamental solutions to address the risks in order to protect the Village and lead to a more resilient and sustainable future for the community;
- Establish designated infrastructure-related goals and supporting objectives to guide the design efforts and investment needed to achieve the desired improvements;
- Align the drainage infrastructure program strategy with the Village’s roadway reconstruction goals and objectives; and
- Create a program brand, communications, and engagement plan.



2.3.2 Develop the Roadway Reconstruction and Stormwater Improvements Infrastructure Implementation Program

Based on the program strategy goals, objectives, and expected return on investment, the Stormwater Improvement and Roadway Reconstruction Implementation Program will further develop each of the lines of effort (LOE) to achieve the program's vision.

Key considerations for the Implementation Program include, but are not limited to:

- Outline the Village's three proposed LOEs to fully define the comprehensive approach of the program. As a starting point, the LOEs and their sub-efforts should include but are not limited to:
 - Stormwater System Upgrades
 - Gray solutions
 - Green solutions
 - Water quality monitoring and solutions (BMP treatment trains)
 - Outfall improvements
 - Supporting land acquisition and easements
 - Optimization of Stormwater and related impact fee methodology
 - Roadway and Right-of-Way Improvements
 - How the entire right-of-way can complement Stormwater systems and water quality initiatives
 - Evaluate strategic conversion of roads into one way to expand rights-of-way for increased Stormwater storage
 - Assess required elevations and changes in road configurations
 - Identify potential materials to assist in leading to Stormwater and water quality solutions
 - Resulting in village-wide complete streets conceptual designs for individual islands
 - Integrating landscaping, shade and similar natural benefits
 - Assessing traffic flow and safety
 - Including pedestrian connectivity
- For each LOE, develop an overarching goal and supporting objectives, priorities, estimated costs, timelines, funding strategy, action plan and desired outcomes.
- Integrate LOEs vertically across time, space and changing environmental conditions to create a fully synchronized 10-year capital improvement and a detailed Implementation Program with a phased timeline and defined resultant outcomes.
- Chart a comprehensive, synchronized and prioritized program, project and action plan, showing project relationships and specifying project priority, project costs, potential operation and maintenance costs for each project, project timeline, project sequencing, funding sources, best procurement method, supporting resources, permitting requirements, etc.
- Identify required program resources to include staff structure and capacity, systems and processes, expertise, etc. to achieve program goals and objectives.
- Identify potential program constraints, restrictions and complexities. Offer creative ways to overcome these obstacles to maintain program synchronization.
- Develop a combined internal and external funding strategy consisting of general funds, enterprise and special revenue funds, bonds, grants, revolving funds, appropriations, emerging programs, partnerships and pilot test opportunities.
- Develop a method to manage, monitor, control and report program progress.



- Develop a program and project risk management process.
- Create a change management process to enable continued program and project synchronization.
- Develop a lessons-learned process to capture best practices and initiate necessary changes to the Village's zoning, planning, building, public works, procurement, funding and construction ordinances, policies and standards.
- Recommend program stewardship and compliance guidelines.
- Establish a program evaluation plan comprised of metrics and methods to measure progress and a plan to monitor the operating environment to remain aware of changes, identify emerging opportunities and threats, and retain the agility to adjust accordingly.
- Develop web-based platform for public engagement and notice.
- Identify opportunities for implementation of green infrastructure, enhancements to water quality, and other sustainability innovations.

2.3.3 Sustainability Innovation

The program strategy should exhibit innovative thinking and leadership in sustainability. Key considerations for the strategy include:

- North Bay Village's Brand is the "Heart of the Bay" and the stewardship of Biscayne Bay is a top priority.
- The Village has limited upland area (that it owns) and limited Right-of-Way, incorporating green and permeable space may prove to be complicated.
- The Village strives to improve water quality through its roadway and drainage infrastructure improvements to the maximum extent possible.
- Sustainability Innovation, such as working with Community, Institutional, as well as Private Sector partners, to identify green infrastructure solutions is critical.

2.3.4 Manage Execution of the Implementation Program

The Successful Respondent will serve as the Village's Program Manager during any design and construction phases related to, or stemming from, this Project. Any design activity related to, or stemming from, the Project will be performed by firm(s) currently under contract with the Village through a CCNA solicitation process, or by firm(s) selected through a separate solicitation process independent from this RFQ. The Successful Respondent for this RFQ will be deemed ineligible to perform design, consulting, other A/E or construction inspection services for the infrastructure improvement initiative projects that are part of the integrated Implementation Program.

The Successful Respondent will manage, coordinate and integrate multiple, concurrent infrastructure projects, at specific stages from assignment through completion. This includes, but is not limited to: (1) program management consisting of project scoping, project/program scheduling, cost estimating, recommending optimal procurement strategies, and risk assessment; (2) project initiation and program monitoring, controlling and reporting; (3) project/construction management throughout the project phases (planning, design, permitting, procurement, construction, closeout, warranty or related services); (4) as needed, assisting in the procurement of architecture, engineering, and construction services under the direction of the Village's Procurement Officer, and in accordance with governing state law and Village ordinances and policies; (5) assisting the Village in coordinating with outside agencies, and construction



inspection; (6) as needed, providing professional and technical expertise, such as architectural and engineering services and construction administration, CADD operator and construction inspector capabilities; and (7) as needed, providing program support services such as public relations, budgeting, permitting, procurement and finance staff augmentation. Other services may include value engineering analysis, constructability reviews, materials compatibility analysis, and miscellaneous tasks associated with the Village's Resilient & Sustainable Infrastructure Implementation Program.

2.4 PROPOSED TEAM / KEY PERSONNEL REQUIREMENTS

The Successful Respondent shall serve as the lead and managing agent for all disciplines required for the Program. The firm must be a qualified architectural and/or engineering services firm, as stipulated in Florida Statutes, Section 287.055, CCNA, or program management services firms. Respondents shall have the following mandatory minimum qualifications and experience as of the Response submission due date:

1. Be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida for the last five (5) years under its current business name;
2. Possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Preferably, have, as of the Response Submission Due Date, a proven track record of qualifications and experience necessary in **1) providing a capital project implementation program; 2) recommending sources of matching funds and helping municipalities pursue said funds; 3) offering program strategy development services; 4) providing support in reviewing responses and negotiating contracts; and 5) providing process training and assisting in the preparation of PM/CM policies and procedures.**
4. Employ a team member to serve as the Lead Program Manager, who will be the primary lead for all program management efforts for this Project, who has been practicing as a registered architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as a registered engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida. The Lead Program Manager is preferred to be a Certified Program or Project Manager accredited by a recognized program/project management institute or organization in the United States or equivalent, for a minimum of five (5) years;
5. **Respondent must verify the Lead Program Manager's qualifications and experience.** Experience must be demonstrated by their participation in at least **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. At least one (1) of the reference projects must have been contracted by a governmental agency. The selected Lead Program Manager shall not, during the duration of the contract with the Village, provide program management services to another Florida municipality. The intent of this requirement is to ensure that the Village gets the exclusive attention of the selected Program Manager.

In addition to the Lead Program Manager, the Respondent's team must have at a minimum the

Section 2. Services



following required personnel, through either the Respondent's staff or that of any Subconsultant:

1. Project Managers:

Requirements - Project managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in project management activities related to specific areas of assignment, such as Stormwater and sea-level rise infrastructure design and/or vertical/facilities, utility hardening or undergrounding, and roadway improvements. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred, as is being a Certified Project Manager accredited by a recognized program/project management institute or organization.

Duties - The duties required of the position include, but are not limited to, reviewing project proposals to determine project time frame, funding, procedures required to complete the project, staffing requirements, and allotment of available resources for various phases of the project; reviewing status reports prepared by project personnel and modifying schedules or plans as required; preparing project reports for the director or designee; providing on-site project support as required; visiting and inspecting project sites during different phases ensuring compliance with building plans and codes; conferring with project personnel to provide technical advice and to resolve problems; as needed, providing direction and administration of design and construction projects through architects, engineers and contractors; planning, assigning and reviewing the work of a professional staff to ensure success in the monitoring of the work of architectural and engineering consultants and contractors engaged in the design and construction of a variety of simple to moderate complex Village structures and related projects; conducting research of past practices, preparing reports and providing recommendations; providing input into the development of the divisions budget, and other special projects as assigned; coordinating project activities with activities of other governmental agencies; and performing other related work as required;

Verification – Experience must be demonstrated by their participation in **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the reference projects must have been contracted by a governmental agency.

2. Construction Managers:

Requirements - Construction managers must hold a bachelor's degree in Architecture, Civil Engineering, Construction Management, Public Administration, Business Administration, or related field from an accredited U.S. institution, with a proven track record of five (5) years at a minimum in construction management activities related to specific areas of assignment, such as design, construction, and/or management of Stormwater systems, utility hardening or undergrounding, roadway infrastructure, or drainage construction projects. Active licensure as a Professional Engineer, Registered Architect or General Contractor in the State of Florida is preferred.

Duties - The duties required of the position include, but are not limited to, assisting consultants and Village agency officials with the development of shoreline, roadway infrastructure, or utility and drainage construction projects; preparing for Village's approval and execution of work orders to consultants, surveyors and testing labs; verifying consultants' invoices and



recommending payment; reviewing consultants' plans and specifications at various stages of development for conformance to program and design standards, completeness and accuracy; suggesting changes, additions and corrections; monitoring consultants' cost estimates; scheduling, attending and writing reports of meetings with consultants and Village agency representatives; coordinating printing and distribution of plans and specifications for bidding purposes; assisting in conducting pre-bid conferences; assisting in evaluating bids and making recommendations for award of contract; assisting in coordinating the signing of contracts with contractors; scheduling and assisting in conducting pre-construction meetings with consultants, contractors and sub-contractors; preparing for Village's approval Notices to Proceed to contractors and work orders to consultants and testing labs; reviewing and recommending approval of periodic requisitions, invoices and supporting data from contractors, consultants and testing labs; reviewing field inspection reports; assisting in the preparation of schedules and conducting site visits to monitor construction progress; keeping user agencies informed; assisting in the preparation of change orders to existing contracts; keeping records of contingency allowance and consultants' payments; assisting in the inspection of projects for substantial completion and prepares list of any deficiencies; preparing performance reports on contractors and consultants; arranging for correction of defects by contractor during warranty period; scheduling and conducting site inspections at end of warranty period and assuring correction of defects; qualifying the department as general contractor and obtaining building permits; maintaining project administrative records and files; and performing related work as required.

Verification – Experience must be demonstrated by their participation, including **three (3) previously completed or currently ongoing architectural, engineering, and/or program management projects** similar in nature to the Project described in this RFQ within the last ten (10) years.

3. Engineers:

Requirements - Engineers performing work under this Project must have been practicing as registered Engineers under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

Verification – Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

4. Construction Engineering and Inspection ("CEI") Services Specialists:

Requirements - The Engineer performing CEI Services for the Project must have been practicing as a registered Engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession in the State of Florida, for a minimum of five (5) years.

Verification – Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

5. Cost Estimators and Schedulers:

Requirements - The team member(s) proposed to provide cost estimating and/or scheduling



services must have been practicing as a Professional Estimator certified by the American Society of Professional Estimators or equivalent, for a minimum of five (5) years.

Verification – Experience must be demonstrated by their participation, including **one (1) previously completed or currently ongoing architectural, engineering, and/or program management project** similar in nature to the Project described in this RFQ within the last three (3) years.

The Village may consider a submission responsive where a Respondent has less than the stipulated minimum number of years of experience solely where the Respondent has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Respondent was a subsidiary of a larger firm and the Respondent’s firm has been merged into the larger firm. Respondents must include documentation substantiating the above-stated minimum requirements as part of its Response to the Village to consider crediting the years of experience from the Respondent under its previous name, if applicable. **Failure to include such documentation with the Response may result in the Response being deemed non-responsive.**

Other than the exceptions stated above, failure to meet the above-stated mandatory minimum requirements may, at the sole discretion of the Village, result in the Respondent’s Response being rejected as non-responsive. Please see Section 3, “Response Submission Requirements and Evaluation,” for further direction.

END OF SECTION 2



SECTION 3 **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

3.1 GENERAL RESPONSE INSTRUCTIONS; SUBMITTAL DEADLINE

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.

3.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

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

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

- Tab A. Cover Page:** Each Response shall have a cover page with the Respondent's business name, address, and telephone number; name and all contact information for individual that will serve as a primary liaison between the Respondent and the Village; date; and subject "Response to **RFQ No. 2023-001 for the Stormwater Improvements & Roadway Reconstruction Program Management Services**"
- Tab B. Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the Response, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFQ.
- Tab C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Respondent, the Respondent's commitment to the Village, an understanding of the work to be performed and the aspects of the Response.
- Tab D. Response Narrative:** In a document not to exceed four (4) pages, Respondent must provide an executive summary describing the firm's understanding of the Village's goals, expected outcomes, and an overview of the firm's approach to service and a brief history of the firm. A portion of the narrative must include the structure of the proposed team that will perform the program strategy and integrated implementation program. The structure should highlight the subconsultants (if any), the individual team members, and their related skills and experience to perform this work.



Tab E. Firm's Qualifications: Respondent must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References. The Respondent must demonstrate that it meets the following requirements:

1. Respondent must be a licensed, registered, and practicing architectural, engineering, and/or program management firm in the State of Florida that has operated continuously for the last five (5) years under the same entity name;
2. Respondent must possess a minimum of ten (10) years of proven professional experience providing architectural, engineering, and/or program management support services, as described in Section 2, "Services Needed by the Village";
3. Respondent must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
4. Respondent must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
5. Respondent shall provide a list of current and past clients, with an emphasis on Florida municipalities.
6. Respondent must also provide the official complaint history within the last five (5) years for its qualifying professional license.
7. Respondent shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Respondent.
8. The team working on the Project must have prior experience within the past five (5) years of providing similar services.
9. Respondent must provide documentation demonstrating three (3) previously completed or ongoing strategy, planning, architectural, engineering, and/or program management projects similar in size, scope, and complexity to the Project described in this RFQ within the last ten (10) years. One (1) of the referenced projects must have been contracted by a governmental agency.

Tab F. Project Team/Personnel Qualifications: In addition to any qualifications required by Section 2 of this RFQ, the Respondent must:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors. Respondents must identify the following individuals on Form 8:
 - i. Lead Program Manager,
 - ii. Project Managers,
 - iii. Construction Managers,
 - iv. Engineers,



v. Cost Estimators and Schedulers.

The Project Team/Key Personnel reported on Form 8 must possess the experience, licenses, certifications, expertise, educational training, and other relevant qualifications detailed under Section 2 of this RFQ.

2. Provide an organizational chart showing the reporting structure for all Key Staff, including any key subcontractors.
3. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Lead Program Manager.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.

Tab G. Proposed Program Strategy & Implementation Program Approach: In a document not to exceed five (5) pages, provide a description of the Respondent's approach to developing the program strategy and the implementation program.

Tab H. Sustainability Innovation: Respondent must provide documentation demonstrating two (2) previously completed or ongoing projects that exhibit innovative thinking in sustainability within the last ten (10) years.

Tab I. Proposed Program Execution Approach: In a document not to exceed three (3) pages, provide a description of the Respondent's approach to executing the program.

Tab J. Funding Assistance: Respondent shall demonstrate capacity - whether fully in-house, with the assistance of a Subconsultant, or some combination thereof - to assist the Village in researching, applying for, and obtaining grants or other funding sources to supplement the Bond Referendum.

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

Tab L. Litigation Statement: Respondent must complete and submit Form 7, Dispute Disclosure, and provide a statement that no litigation or regulatory action has been filed against Respondent's firm in the last three (3) years. If an action has been filed against the Respondent's firm within the last three (3) years, state and describe the litigation or regulatory action filed against the Respondent's firm and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Respondent or any Key Staff members within the last five (5) years.

Tab M. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Village. The successful Respondent(s) must submit, prior to signing of a contract, a

Section 3. Response Requirements and Evaluation



Certificate of Insurance naming **North Bay Village, Florida** as an additional insured and meeting the following requirements, which are also set forth in the form of Contract attached to this RFQ:

Consultant shall secure and maintain throughout the duration of this RFQ and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

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

THE VILLAGE MAY REQUIRE HIGHER LIMITS OF INSURANCE OR ADDITIONAL COVERAGE IF DEEMED NECESSARY.

Tab N. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.



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

3.3 EVALUATION CRITERIA

Responses will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Respondent’s Past Performance	15 Points
2	Respondent’s Range of Expertise & Technical Capability	15 Points
3	Key Personnel	10 Points
4	Proposed Program Approach	30 Points
5	Sustainability Innovations	20 Points
6	Experience Pursuing and Securing Supplemental Funding	10 Points
		Total: 100 Points

3.4 SELECTION PROCESS

3.4.1 Staff Level Review for Compliance with Minimum Requirements. A member of Village Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFQ have been met. The Village Manager or designee may reject those Responses that do not meet the minimum requirements of the RFQ.

3.4.2 Evaluation Committee Review. The Village Manager will appoint an Evaluation Committee to review and evaluate the responsive Responses during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Evaluation Committee shall select in order of preference and rank the firm(s) it deems to be qualified to perform the required services using the evaluation criteria set forth above.

The Evaluation Committee shall score each Response in accordance with the Evaluation Criteria first outlined above. Once the scores are aggregated, the Evaluation Committee will establish a ranking based on the highest scoring Response(s) and provide its recommendations for selection to the Village Manager. After short-listing the top three respondents deemed to be qualified by the Evaluation Committee, the Village Manager will forward the Evaluation Committee’s rankings and recommendation, together with the Village Manager’s recommendation for award or rejection of all Responses, for consideration by the Village Commission.

3.4.3 Oral Presentations (before the Village Commission). Short-listed Respondents will be invited to appear in front of the Village Commission for oral interviews and/or presentations based on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time, and length of interviews. The shortlisted firms shall be evaluated and ranked based on their presentations.



If a Respondent is short-listed and selected to be interviewed and/or to make oral presentations to 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 may result in that team's disqualification.

- 3.4.4 Village Commission Meeting to Select Consultant(s).** The Village Commission may select the Consultant(s) that it determines is the most qualified, taking into consideration the Village Manager's recommendation, the Evaluation Committee's recommendation, and all aspects of the Respondent's submission and interview/oral presentation, and authorize the Village Manager to negotiate an agreement with the selected Respondent(s). The Village Commission shall have the final authority to select the Respondent(s) and award any agreement(s).
- 3.4.5 Negotiation of Continuing Professional Services Agreement.** After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall negotiate a Continuing Professional Services Agreement in accordance with Section 287.055, Florida Statutes, as may be amended from time to time, 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 a Continuing Professional Services 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 agreement with the selected Respondent at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, shall continue to each next highest-ranked Respondent until a satisfactory agreement may be negotiated. Any award shall be subject to execution of the agreement.
- 3.4.6 Village Commission Meeting to Approve Agreement with Consultant.** Upon reaching mutually agreeable terms with the selected Respondent(s), the Continuing Professional Services Agreement with the selected Respondent shall be presented to the Village Commission for final approval.
- 3.4.7 Reservation of Rights.** The Village reserves the right to reject any or all Responses which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one Respondent.

END OF SECTION 3



SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Response:

FORMS

Form 1: Response Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits :)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

EXHIBITS

The following attachments are attached and incorporated into this solicitation:

- **Exhibit A:** North Bay Village Studies, Reports, and Other Documents related to the Project Services
- **Exhibit B:** Sample Continuing Professional Services Agreement
- **Exhibit C:** American Rescue Plan Act Addendum



**FORM 1
RESPONSE CHECKLIST**

- _____ **Form 1:** **Response Checklist**

- _____ **Form 2:** **Company Qualifications Questionnaire**

- _____ **Form 3:** **Certificate of Authority (Complete one of the two forms as applicable)**
 - _____ **Form 3A:** **Certificate of Authority (for Corporations or Partnerships)**
 - _____ **Form 3B:** **Certificate of Authority (for Individuals)**

- _____ **Form 4:** **Acknowledgment of Addenda**

- _____ **Form 5:** **Single Execution Affidavit**

- _____ **Form 6:** **Certification for Disclosure of Lobbying Activities on Federal Aid Contracts**
(Compliance with 49 CFR, §20.100(b))

- _____ **Form 7:** **Dispute Disclosure**

- _____ **Form 8:** **Key Staff and Proposed Subcontractors**

- _____ **Form 9:** **Reference Letters**

- _____ **Form 10:** **E-Verify Affidavit**

- _____ **Form 11:** **IRS Form W-9**

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____



**FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE**

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent’s firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert “N/A”.

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm’s document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm’s category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

Individual Partnership Corporation LLC LLP Other _____

Please identify the Firm’s primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____



Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name _____ Insurance Carrier Contact Person _____

Insurance Carrier Address _____ Telephone No. _____ Email _____

Has the Firm filed any insurance claims in the last five (5) years? No Yes If yes, please identify the type of claim and the amount paid out under the claim: _____



FIRM OWNERSHIP

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

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

No Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



**FORM 3A
CERTIFICATE OF AUTHORITY
(If Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners 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 Response dated _____, 20____, on behalf of the Entity and submit this Response 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
Contractor that has submitted the attached Response.
2. I am fully informed respecting the preparation and contents of the attached Response and all of
the pertinent circumstances respecting such Response.
3. I am authorized to execute the Response dated _____, and submit
this Response 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: _____

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)

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

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



**FORM 5
SINGLE EXECUTION AFFIDAVITS**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

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

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

Respondent Initials

Public Entity Crimes Affidavit

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes,



means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

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



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

Respondent Initials

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

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

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

Respondent Initials



Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this 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

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Statements of Qualifications.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Consultant 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.

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

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 Responses 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 Responses 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

**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 6
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Described all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for North Bay Village.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



**FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS**

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: No Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:



Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The bidder is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____



**FORM 9
REFERENCES**

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____



REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____



REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ **No** _____



**FORM 10
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.

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 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Check here to confirm IRS Form W-9 has been submitted as part of the response.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: ____

EXHIBIT A
NORTH BAY VILLAGE STUDIES, REPORTS AND OTHER DOCUMENTATION
RELATING TO THE SERVICES FOR THE PROJECT

DROPBOX LINKS:

- [2022 – North Bay Village Stormwater Master Plan](#)
- [2022 – North Bay Village Traffic Calming Study](#)
- [2022 – Conceptual Roadway and Streetscape Presentations](#)
- [2021 – North Bay Island Stormwater Basis of Design Study Master Plan](#)
- [2020 – Treasure and Harbor Island Roadway Surveys](#)
- [2020 – NBV 100 Design Criteria](#)
- [2019 – Geotechnical Survey](#)
- [2017 – North Bay Village Stormwater Outfall Rehabilitation Program](#)

EXHIBIT B

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH BAY VILLAGE
AND
NAME OF ENTITY**

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2023 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”), and **NAME OF ENTITY**, a [type of entity authorized to do business in Florida] (hereinafter, the “Consultant”).

WHEREAS, on August __, 2023, the Village issued Request for Qualifications No. 2023-001 (“RFQ”) for professional engineering, project management, and related services (the “Services”) for the Stormwater Improvements & Roadway Reconstruction Program Management Services , which RFQ is incorporated herein and attached hereto as Exhibit “A”; and

WHEREAS, the Services needed by the Village are specifically identified in the Scope of Services attached hereto as Exhibit “A”; and

WHEREAS, in response to the RFQ, on [INSERT DATE], the Consultant submitted a Response dated [INSERT DATE OF CONSULTANT’S RESPONSE] for the Services, which Response is incorporated herein by reference and attached hereto as Exhibit “B” (the “Proposal”); and

WHEREAS, on [INSERT DATE], an Evaluation Committee appointed by the Village Manager short listed Respondents and ranked the Consultant as the most qualified firm for the Services; and

WHEREAS, on [INSERT DATE], the Village Commission adopted Resolution No. [INSERT NUMBER], selecting the Consultant to provide the Services for the Project; and

WHEREAS, the Consultant will perform the Services for the Village, as further described in Consultant’s Proposal attached hereto as Exhibit “B”; and

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon the rate schedule set forth in Exhibit “C” (the “Rate Schedule”) for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. Scope of Services.

- 1.1. The Consultant shall provide the Services in accordance with the Scope of Services attached hereto as Exhibit "A" and the Proposal to assist the Village in developing and executing various Projects for the development, implementation, and management of the Plan. The Services for the Plan shall be provided in three phases:
 1. Phase 1: Identification of strategies and Projects for the Plan;
 2. Phase 2: Development of an implementation program for the Plan; and
 3. Phase 3: Management and Execution of the Plan.
- 1.2. The Consultant shall provide the Services for the specific Projects of each phase of the Plan pursuant to a detailed work order (a "Statement of Work") or project specific agreement as authorized by the Village Manager or Village Commission, as applicable. Prior to commencement of work on a specific Project, the Consultant will provide the Village with a fixed lump sum cost for the Services, as set forth in the Statement of Work or project specific agreement, calculated using the rates set forth on the Rate Schedule attached hereto as Exhibit "C."
- 1.3. If the Village approves the fixed lump sum cost for the Project, the Village will provide the Consultant with a Notice to Proceed to perform the Services set forth in the Statement of Work or a project specific agreement. Consultant acknowledges that it shall not undertake to perform any Services on any Project until it has received from the Village the Notice to Proceed on such Project.
- 1.4. The Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Village.
- 1.5. The Consultant shall abide by the terms and requirements of the RFQ, which is incorporated by reference and made a part hereof.

2. Term/Commencement Date.

- 2.1. The term of this Agreement shall be from the Effective Date through [Insert End Date], unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may extend this Contract
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the approved fixed lump sum set forth in the Statement of Work, project specific agreement, or the Notice to Proceed for such Project, which shall be based on the Rate Schedule attached hereto as Exhibit "C."
- 3.2. During the Project, Consultant shall deliver an invoice to the Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement.

Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. Additionally, a determination of allowable costs in accordance with the Federal cost principles will be performed for Services rendered under this Agreement. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services for the Project.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for each Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

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

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The annual General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$5,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

4. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village, each as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village both reserve the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention for this Project.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination.

10.1. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

10.2. Pursuant to Section 36.25(Q)(3) of the Code of the Village and in accordance with Section 9.03 of the Village Charter, the Consultant shall not engage in any discrimination in his/her/its

operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

10.3. In accordance with Section 36.25(V)(2) of the Code of the Village, the Consultant warrants and represents that it is not currently engaged in and will not engage in a boycott. For purposes of this Section, a boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, religion, gender, sexual orientation, or national origin of the person or entity. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY AND AGREES NOT TO REQUEST AN ADVISORY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

12.3. The provisions of this section shall survive termination of this Agreement.

13. Patents and Royalties. The Consultant shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Consultant shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Consultant shall pay all damages and costs awarded against the Village in such matter.

14. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

16. Entire Agreement/Modification/Amendment.

16.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

16.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

17. Ownership and Access to Records and Audits.

17.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

17.2. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

17.3. Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

17.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.

- 17.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 17.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 17.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.
- 17.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM .**
18. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.
19. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
20. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense. The Consultant shall comply and require its contractors and subcontractors to comply with all terms and conditions of the Grant Agreement and all federal, state, and local laws and regulations applicable to this Project.
22. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be

construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 23. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 24. Prohibition of Contingency Fees.** The Consultant warrants that it 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 Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 25. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 26. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 27. E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the 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 contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity'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 entering into this Agreement, the Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.
- 28. Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar Services from another consultant while this Agreement is in full force and effect.
- 29. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.
- 30. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this

Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this Agreement. In the event that additional individuals are authorized to perform such Services, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check, prior to such individual commencing such Services. It shall be in the Village Manager's complete and sole discretion as to whether the type of check and the results are acceptable. If compliance with this section is required, the Village shall select this box: . unhighlight

31. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Base Agreement and any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 31.1.** First Priority: Base Agreement;
- 31.2.** Second Priority: Exhibit C – Fee Schedule;
- 31.3.** Third Priority: Exhibit A –Scope of Services;
- 31.4.** Fourth Priority: the RFQ; and
- 31.5.** Fifth Priority: Exhibit B – Consultant's Proposal.

[Remainder of page intentionally left blank. Signature pages follow.]

EXHIBIT C

AMERICAN RESCUE PLAN ACT ADDENDUM TO
[INSERT NAME OF AGREEMENT]
BETWEEN
NORTH BAY VILLAGE
AND
[NAME OF ENTITY]

THIS ARPA ADDENDUM to the [INSERT NAME OF AGREEMENT] (the “ARPA Addendum”) is entered into as of the ____ day of _____, 2023 (the “Effective Date of this Addendum”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”) and **NAME OF ENTITY**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the “Contractor”). Collectively, the Village and the Contractor are referred to as “Parties.”

WHEREAS, on [DATE], the Village entered into a [type of agreement] with the Contractor for the [type of services] related to the [type of project(s) for contractor to implement] (the “Project”), as further defined in the Agreement (the “Agreement”); and

WHEREAS, on March 11, 2021, the federal government adopted the American Rescue Plan Act (“ARPA”), which, among other things, provides local governments with emergency COVID-19 funding; and

WHEREAS, the Village desires to utilize ARPA funding to implement the Project (the “Project”); and

WHEREAS, in order to utilize ARPA funding for the Project, the Village desires to incorporate federally required contract provisions relating to ARPA into the Agreement, as set forth in this ARPA Addendum; and

WHEREAS, the Village and Contractor wish to modify the terms of the Agreement in accordance with the terms and conditions set forth in this ARPA Addendum.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the Village and Contractor agree as follows:¹

- 1. Recitals Incorporated.** The above recitals are true and correct and incorporated herein.
- 2. American Rescue Plan Act Provisions.** The Agreement is hereby amended by adding the following provisions to the Agreement:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words.

1.1. Mandated Federal Agreement Conditions.

1.1.1. In connection with the performance of this Agreement, Contractor acknowledges that compensation for the Project services under this Agreement shall be fully or partially funded using the Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act. As such, Contractor shall comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this Agreement:

ARPA Exhibit 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable and as may be amended from time to time;

ARPA Exhibit 2. The U.S. Department of the Treasury’s Final Rule governing ARPA, dated January 27, 2022;

ARPA Exhibit 3. U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019);

ARPA Exhibit 4. The U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions, dated April 27, 2022;

ARPA Exhibit 5. American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the Village and the State of Florida, Division of Emergency Management;

ARPA Exhibit 6. The U.S. Department of the Treasury’s ARPA Compliance and Reporting Guidance, dated June 17, 2022; and

ARPA Exhibit 7. Assurances of Compliance with Civil Rights Requirements.

A copy of the above-referenced documents are available for inspection by the Contractor at the Office of the Village Clerk and at the following Village link: <https://www.dropbox.com/sh/kwucgncu5x7v09t/AACw2GQ2caq23DpGqN6eirWsa?dl=0>.

1.1.2. Title VI Requirements. Contractor acknowledges that the Village has certified compliance with Title VI of the Civil Rights Act of 1964 to the U.S. Department of the Treasury on the form incorporated herein as ARPA Exhibit 7. Towards that end, Contractor shall ensure that performance of work in connection with this Agreement complies with the certifications and requirements contained in ARPA Exhibit 7 and shall also adhere to the following provisions:

- (1) The Contractor and its subcontractors, successors, transferees, and assignees shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal

financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

(2) Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, and that the Contractor shall undertake an active program of nondiscrimination in its administration of the Work under this Agreement.

1.1.3. Americans with Disabilities Act Requirements. The Contractor agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications. Additionally, Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 3601), which prohibits discrimination against individuals on the basis of discrimination under any program or activity under this Agreement.

1.1.4. Age Discrimination Act of 1975. Contractor shall comply with the requirements of 42 U.S.C. §§ 6101 et seq., as amended, and the Treasury's implementing regulations (31 CFR Part 23), which prohibits the discrimination on the basis of age in programs or activities under this Agreement.

1.1.5. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(2) The list of persons and entities referenced in the paragraph above includes the following:

- i. A Member of Congress or a representative of a committee of Congress.
- ii. An Inspector General
- iii. The Government Accountability Office.

- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- v. An authorized official of the Department of Justice or other law enforcement agency.
- vi. A court or grand jury.
- vii. A management official or other employee of the Contractor, subcontractor, the State of Florida, or the Village who has the responsibility to investigate, discover, or address misconduct.

(3) The Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

1.1.6. Compliance with Immigration and Nationality Act (INA). Contractor hereby certifies that it does not knowingly employ unauthorized alien workers in violation of the employment provisions contained in 8 USC Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (“INA”)].

1.1.7. Seat Belts Required. Pursuant to Executive Order 13043, 62 FR 19217, Contractor shall adopt and enforce policies or programs that require employees to use seat belts while operating or traveling on vehicles owned, rented, or personally owned by the Contractor and its employees while performing the Work.

1.1.8. Texting While Driving Ban. Pursuant to Executive Order 13513, 74 FR 51225, Contractor shall adopt and enforce policies that ban text messaging while driving and workplace safety policies designed to decrease accidents caused by distracted drivers.

1.1.9. Publication. Contractor shall obtain approval from the Village in writing prior to issuing any publications in connection with this Agreement. If approved by the Village, the Contractor shall include the following language in any and all publications issued:

“This Project is [being funded/was supported] in part by federal award number (FAIN) [Insert Project FAIN] awarded to North Bay Village by the U.S. Department of the Treasury.”

1.1.10. Reporting Conflict of Interests. Contractor agrees to disclose in writing to the Village, U.S. Department of the Treasury, and the State of Florida, as appropriate, any potential conflicts of interest affecting the use of funds awarded under the American Rescue Plan Act in accordance with 2 CFR 200.112.

1.2. Compliance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). In accordance with the Final Rule

and other guidelines provided in connection with the American Rescue Plan Act, Contractor shall be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards under 2 CFR Part 200, including, but not limited to:

1.2.1. Equal Employment Opportunity Compliance. During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising;
 - b. layoff or termination;
 - c. rates of pay or other forms of compensation; and
 - d. selection for training, including apprenticeship

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.2.2. Contract Work Hours and Safety Standards Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 through 3708), including as follows:

- (1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Agreement Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages.* The Village shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

1.2.3. Clean Air Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Clean Air Act (42 U.S.C. § 7401 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.4. Federal Water Pollution Control Act Compliance. During the performance of this Agreement, the Contractor shall comply with the provisions of Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq., as amended) and specifically agrees as follows:

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the Village and understands and agrees that the Village will, in turn, report each violation as required to assure notification to the Environmental Protection Agency Region 4 (Southeast) Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance in connection with this Agreement.

1.2.5. Debarment and Suspension Compliance. During the performance of this Agreement, the Contractor warrants that Contractor or its subcontractors are not debarred, suspended, or otherwise ineligible for contract awards under Executive Orders 12549 and 12689. Contractor shall comply with the following provisions:

- (1) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180, the U.S. Department of the Treasury's implementing regulations at 31 CFR Part 19, and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Village. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- (5) Contractor certifies that they:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default. If the Contractor is unable to obtain and provide such certification, then the Contractor shall attach an explanation to this Agreement as to why not.

1.2.6. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended). Specifically, Contractor represents and warrants as follows:

- (1) No Funds received by the Contractor under this Agreement have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any monies, other than Funds received by Contractor under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The Contractor shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

1.2.7. Copeland “Anti-Kickback” Act. During the performance of this Agreement, the Contractor and its subcontractors shall comply with the provisions of the Copeland “Anti-Kickback” Act as follows:

- (1) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable, which are incorporated by reference into this Agreement.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of this Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.2.8. Procurement of Recovered Materials. Contractor shall comply with the provisions of 2 C.F.R.323, including Section 6002 of the Solid Waste Disposal Act. Towards that end, in the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot be acquired: (1) competitively within a timeframe providing for compliance with the contract performance schedule; (2) meeting contract performance requirements; or (3) at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

1.2.9. Domestic Preferences for Procurements. To the greatest extent practicable, Contractor and its subcontractors shall provide preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, in accordance with 2 CFR 200.322, “Domestic preferences for procurements.”

1.2.10. 2 CFR Subpart F – Audit Requirements. Contractor shall assist the Village in complying with the audit requirements under 2 CFR Subpart F – Audit Requirements (“Federal

Audit Provisions”) and the reporting requirements of the U.S. Department of the Treasury’s Final Rule, as amended, and other guidelines issued in connection with the American Rescue Plan Act.

- (1) Contractor shall assist the Village in complying with the Federal Audit Provisions by providing the Village, the State of Florida, the U.S. Department of the Treasury, the Treasury Office of the Inspector General, the Government Accountability Office, or other federal government entities, and any of their duly authorized representatives, access to personnel, accounts, books, records, supporting documentation, and other information relating to the performance of the Agreement or the Work (“Documentation”) necessary to complete federal audits. Contractor shall promptly assist the Village in the event Documentation must be supplemented to address audit findings or other federal inquiries.
- (2) Contractor shall keep all Documentation up-to-date throughout the performance of this Agreement and the Work. Contractor shall provide the Village with all Documentation for each fiscal year by October 1 of each year or within five days of the completion of the Work, whichever occurs first. Contractor shall assist the Village in complying with additional guidance and instructions issued by the U.S. Department of the Treasury governing the reporting requirements for the use of American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

3. Conflict; Addendum Prevails. In the event of any conflict or ambiguity between the terms and provisions of this ARPA Addendum and the terms and provisions of the Agreement, the terms and provisions of this ARPA Addendum shall control.

4. Agreement Ratified. Except as otherwise specifically set forth or modified herein, all terms in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

5. Defined Terms. All initial capitalized terms used in this ARPA Addendum but not otherwise defined herein shall have the same meaning ascribed thereto in the Agreement.

6. Counterparts. This ARPA Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument. An executed facsimile or electronic copy of this ARPA Addendum shall have the same force and effect as an original hereof.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

