



REQUEST FOR PROPOSALS (RFP)

RFP#2024-003

PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE

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



Table of Contents

SECTION I – NOTICE OF RFP/SCHEDULE OF PROCUREMENT EVENTS/PUBLIC NOTICE 1

SECTION II – DEFINITIONS 3

SECTION III – INSTRUCTIONS TO PROPOSERS 5

SECTION IV – GENERAL CONDITIONS 12

SECTION V – STATEMENT OF SERVICES 16

 5.1 OVERVIEW 18

 5.2 MINIMUM QUALIFICATIONS AND EXPERIENCE 18

 5.3 JOB RESPONSIBILITIES 19

SECTION VI – INSTRUCTIONS FOR PREPARING SUBMISSIONS 20

 6.1 RULES FOR SUBMISSION 20

 6.2 PROPOSAL FORMAT 20

 6.3 LETTER OF INTEREST 20

 T1 Company Qualifications 20

 T2 Evidence of Financial Capability 20

 T3 Property and Project 21

 T4 Timing of Project 21

 T5 Proposed Financial Offer 21

 T6 Representative Projects 21

 T7 Submittal Information & Attachments 21

 T8 Addenda 21

SECTION VII – EVALUATION OF SUBMISSIONS 22

 7.1 EVALUATION METHOD & CRITERIA 22

 7.2 SELECTION 22

 7.3 NEGOTIATIONS 22

 7.4 CONTINGENT FEES PROHIBITED 22

SECTION VIII – FORMS 23

 8.1 BID CHECKLIST 24

 8.2 BID FORM 25

 8.3 BIDDER’S QUALIFICATIONS STATEMENT 27

 8.4 NON-COLLUSIVE AFFIDAVIT 32

 8.5 CONFLICT OF INTEREST 33

 8.6 DRUG FREE WORKPLACE 34

 8.7 PUBLIC ENTITY CRIMES 35

 8.8 WARRANTIES 37

 8.9 NO BID 38



**NOTICE OF
REQUEST FOR PROPOSAL**

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

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

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

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

RFP Number:	RFP#2024-003
RFP Name:	PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE
RFP Advertising/Publish Date:	June 17, 2024
Questions Deadline:	June 28, 2024, by no later than 2:00pm eastern time
RFP Closing Date/Time:	July 8, 2024, by no later than 2:00pm eastern time
Anticipated Award Date	July 18, 2024
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the RFP number for faster recognition.
Submittal Requirements:	Submit the entire Proposal Package by completing and returning all required documents. All submittals are required to be electronic and be contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFP Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
Submit RFP to:	Proposer should submit their proposal indicating the Proposer's name and Project Name, RFP Number, and time and date of the RFP opening. The submission of proposals may be submitted electronically through www.DemandStar.com by Proposers responding to this RFP no later than the designated deadline date and time. A Proposer's failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified.
RFP Statement of Work:	North Bay Village is seeking proposals from qualified firms to PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE.

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

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



SCHEDULE OF PROCUREMENT EVENTS

Event	Date	Time EST
RFP Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Monday, June 17, 2024	*TBD
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Friday, June 28, 2024	5:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Monday, July 1, 2024	5:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Monday, July 8, 2024	2:00 PM
Electronic Proposal Opening through Zoom. <u>Meeting ID:</u> 896 2422 6605 <u>Password:</u> 523348	Monday, July 8, 2024	2:00 PM
Distribution of Responses to Committee Members for Individual Review	Monday, July 8, 2024	5:00 PM
To be Approved by Village Commission	*Thursday, July 18, 2024	*TBD
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*Friday, July 19, 2024	*Day (8am – 5pm)
Contract(s) Sent to Vendor(s)	*Friday, July 26, 2024	*Day (8am – 5pm)

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



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village is soliciting statements of proposals from interested parties and/or firms in response to this Request for Proposals ("RFP") for **PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE**.

The Request for Proposals shall be clearly titled **"RFP#2024-003 - PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE"**.

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Monday, July 8, 2024, by 2:00 p.m.

All bids shall open publicly via Zoom on Monday, July 8, 2024, at 2:00 p.m.

- Meeting ID: 896 2422 6605
- Password: 523348

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 may not be accepted or considered.

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

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

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **PURCHASE OF TRANSFERABLE DENSITY RIGHTS – NORTH BAY VILLAGE** in the subject line. Deadline to submit written questions is Friday, June 28, 2024, at 5 pm.

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

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

Publish Date: **June 17, 2024**



SECTION II DEFINITIONS

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

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

11. **RESPONSIBLE PROPOSER, OFFERER, QUOTER, OR RESPONDENT:** An individual or business which has submitted an offer, proposal, quotation, or response, and which has the capability/capacity in all



respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.

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



SECTION III

INSTRUCTIONS TO PROPOSERS

1. REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE

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

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

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

2. QUALIFICATIONS: To demonstrate qualifications to perform,

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

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

3. COST OF PROPOSAL: Costs, either direct or indirect, incurred

by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the Village, and are not to be charged to the Village.

4. BACKGROUND INVESTIGATION: As a part of the Bid

evaluation process, the Village may conduct a background investigation, including a criminal record check of Bidder's officers and/or employees, by the FDLE Office to establish the competency, responsibility, qualifications and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Commission reserves the

right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

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

5. FACILITIES: The Village reserves the right to inspect the

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

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

6. INQUIRIES: Inquiries concerning this RFP should be made in

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

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

7. INTERPRETATIONS AND ADDENDA: All Bidders shall carefully

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

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

8. DELAYS: The Village may delay scheduled due dates if it is

to the advantage of the Village. The Village shall notify



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

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

- 9.1 All submittals must be compatible with Microsoft Office or Portable Document Format (PDF). The Proposer can only view/submit his/her Electronic Submittal and will not have access to any other Proposer's submittals. The Proposer's Electronic Submittal may be changed at the Proposer's discretion until the RFP Due Date and Time is reached. The Proposer will no longer be allowed to change or have access to the electronic submittal after the RFP Due Date and Time as the Village will open all proposals on said date. Any Proposer who is submitting an Electronic Submittal for the first time is strongly encouraged to contact DemandStar by e-mailing questions to demandstar@demandstar.com.
- 9.2 Submit the entire Proposal Package by completing and returning all required documents tabbed and as described in Section VI. All submittals are required to be electronic and be contained in one (1) file. No hard copies will be accepted.
- 9.3 Proposals, once opened, become the property of the Village and shall not be returned to the Proposers. Upon opening, proposals become "public record" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.
- 9.4 Offers by facsimile, telegram, or telephone are **not** acceptable. Offers shall NOT be altered by the respondent after opening of the RFPs. Respondent's Name shall be publicly announced at the opening time and place indicated. All Proposers and their representatives are invited to attend. RFP tabulations are posted online at www.demandstar.com.
- 9.5 All RFPs shall remain subject to acceptance for ninety (90) calendar days after the day of the RFP opening.
- 9.6 It is the sole responsibility of the Proposer to assure that his or her submittal is uploaded to DemandStar on or before the RFP Due Date and Time. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.

10. EXECUTION OF PROPOSAL: Respondents shall submit their response electronically as described above. For this purpose, all references herein to signing requirements or other required acknowledgments hereby include either a manual signature in blue ink or by electronic digital signature by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the

Proposer. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The respondent agrees that the action of electronically submitting its response constitutes the following:

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

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

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

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

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

11. EVALUATION METHODOLOGY: Proposals shall be evaluated by Village professional staff based on their present value to the Village, as of the date of award and using the [BENCHMARK RATE] as the specified rate of return. The Manager shall additionally evaluate the relative benefits to the Village of developing the property/properties identified by each Proposer and formulate his recommendation to the Commission as to final award based on each Proposer's number of TDRs offered for purchase, the present value of such offer, and the relative benefit to the Village offered by such conveyance, together with the potential detriment to the Village due to adversely impacting the development of other properties owned by other proposer(s) within the Village if the identified TDRs are conveyed to such Proposer. The Manager may recommend the sale of all or any portion of the TDRs to one or multiple proposers. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, and Florida Statutes.

The Village Manager reserves the right to negotiate an agreement with any or all of the proposers concurrently, who shall then be recommended to the Village Commission for award. The Village Manager reserves the right to award to one Proposer, to multiple Proposers or to reject all responses. The Village shall be the sole judge and final arbiter of its own best interests with the proposal, and the resulting agreement. The Village reserves the right to investigate the financial capability, reputation, integrity, skill,



business experience and quality of performance under similar operations of each Proposer, including stockholders and principals, before making an award. Awards, if any, shall be based on both an objective and subjective comparison of Proposals and Proposers. The Village's decisions shall be final. The Village's evaluation criteria are stated in Section VII of this RFP.

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

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

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

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

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

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.
- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.
- Copeland "Anti-Kickback" Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on

Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States".)

- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

14. REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER:

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

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

- 16. NO PROPOSAL:** If not submitting a Proposal, please respond no later than three (3) days prior to the Proposal opening



date and time, by returning the acknowledgment, noting the reason in the space provided.

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

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

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

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

18.3 The Consultant shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the Village, the prospective business

association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Village shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Contractor under the terms of this Contract.

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

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

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

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

20.3 Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination of the awarded Proposer's contract at the sole discretion of the Village. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

21. PUBLIC RECORDS: Any material submitted in response to this Invitation to Bid shall become a public document pursuant to Section 119.07, FS. This includes



material that the responding BIDDER might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening of Bids pursuant to Section 119.07, FS.

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

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

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

- Keep and maintain public records required by the public agency to perform the service.
 - Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 - Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under F.S. 119.10.
 - If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 2. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
 - A notice complies with subparagraph 2 above, if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
22. **LICENSES:** Proposers, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the State of Florida at the time of receipt. The submittal of any Proposer that is not fully licensed and/or certified shall be rejected.
 23. **SUNBIZ:** Proposers, both corporate and individual, must provide proof that their firm is registered with the Division of Corporations for the State of Florida.
 24. **BUSINESS TAX RECEIPT:** Proposer shall comply with Business Tax Receipt requirements for their business location, if applicable. A copy of the business tax receipt or proof of exemption must be included with the submittal package, if applicable.
 25. **PROPOSER MAILING ADDRESS:** It is the responsibility of every Proposer to register and maintain their current registration information. Proposers that have received the RFP from DemandStar.com must maintain their information on the DemandStar database. Proposers that have received the RFP documents from Vendor Registry must maintain their information on their database. The information used by the Purchasing Department is maintained at



<http://www.demandstar.com>. DemandStar shall be used to make notice of RFPs and other information to Proposers.

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

shall be imposed on these procurements after advertisement of same.

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

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

"Cone of Silence," as used herein, means a prohibition on any communication regarding this Request for Proposal ("RFP"). Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager's professional staff, unless permitted by one of the exceptions.

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

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

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

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

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



31. **ASSIGNMENT:** The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFP without the prior written consent of the Village. Any award issued pursuant to this RFP and monies that may become due hereunder are not assignable except with prior written approval of the Village



**SECTION IV
GENERAL CONDITIONS**

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

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

1. **CONTRACT TERM:** At all times during the term of the contract, the successful Contractor(s) shall not be considered an agent or partner of the Village.
 - 3.4.3 If at the hearing the agency prevails, it shall recover all costs and attorney's fees from the protestor; if the protestor prevails, the protestor shall recover from the agency all costs and attorney's fees.
2. **DISPUTES:** In case of any doubt or difference of opinion as to the terms hereunder, the decision of the Village shall be final and binding on both parties.
 - 3.4.4 If the protest (with respect to 3.2 above) the protest bond shall be the same as 3.4.1 and 3.4.2, except that the protest bond amount shall be calculated against the budgeted amount of the project.
3. **PROPOSAL PROTEST:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
 - 3.1 Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
 - 3.2 With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
 - 3.3 The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
 - 3.4 In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond" in the amount as follows:
 - 3.4.1 Twenty-five thousand dollars (\$25,000) or 2 percent (2%) of the lowest accepted proposal, whichever is greater, for projects valued over \$500,000; and
 - 3.4.2 Five percent (5%) of the lowest accepted proposal for all other projects, conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.
4. **DEBARMENT:** The Village Commission shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
5. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).
 - 5.1 The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 5.2 Where the prospective lower tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.
6. **DELETION/OVERSIGHT/MISSTATEMENT:** Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.
7. **INDEMNIFICATION:** Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct



of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees or representatives.

7.1 The Awarded Proposer, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the RFP prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the Village.

7.2 The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

7.3 The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.

7.4 It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

8. TERMINATION:

- 8.1 **General** - The CONTRACT may be terminated as follows:
 - a. By the VILLAGE, at its convenience pursuant to paragraph 8.2;
 - b. By the VILLAGE for CONTRACTOR's failure to adequately perform the Contract, pursuant to paragraph 8.3;
 - c. By the mutual Contract of the parties; or as may otherwise be provided below.
 - d. In the event of the termination of the CONTRACT, any liability of one party to the other arising out of

any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 **Termination for VILLAGE's Convenience:** The VILLAGE, by written notice, shall have the right to terminate and cancel the Contract, without the CONTRACTOR being at fault, for any cause or for its own convenience, and require the CONTRACTOR to immediately stop work. In such an event, the VILLAGE shall pay the CONTRACTOR for the work actually performed. The VILLAGE shall not be liable to the CONTRACTOR for any other costs, charges, or expenses, including but not limited to, prospective profits and overhead on work not performed.

8.3 **Termination for CONTRACTOR's Failure to Perform:** In addition to any other termination provisions that may be provided in the CONTRACT, the VILLAGE may terminate the CONTRACT in whole or in part if the CONTRACTOR makes a false Invoice or fails to perform any obligation under the CONTRACT and does not remedy the failure within fifteen (15) calendar days after receipt by the CONTRACTOR of written demand from the VILLAGE to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within fifteen (15) calendar days, in which case the CONTRACTOR shall have such time as is reasonably necessary to remedy the failure. In the event that the awarded bidder abandons this Contract or causes it to be terminated, awarded bidder shall indemnify the Village against loss pertaining to this termination.

9. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT:

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

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

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

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

9.6 The awarded Proposer further agrees that he/she will ensure that Subcontractors, if any, will be made aware of



and will comply with this nondiscrimination clause. Proposer shall provide equal opportunity for subcontractors to participate in all of its public sector and private sector sub-contracting opportunities.

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

10. TAXES AND COSTS: The Village is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided. To the extent the conveyance of TDRs is subject to taxes, documentary stamps, or any other costs, including but not limited to expenses incurred in connection with the transfer of title, such as but not limited to attorneys' fees, all such fees and costs shall be the responsibility of the Contractor, and shall be exclusive of the bid amount for the TDRs.

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

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

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

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

15. VERIFICATION OF EMPLOYMENT (E-VERIFY): The Village shall not intentionally award contracts to any contractor who

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

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

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

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

17. SOVEREIGN IMMUNITY: No Waiver of Sovereign Immunity: Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

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

19. TRADE-NAMED ITEMS: When an item appearing in the solicitation document is listed by a registered trade name and the wording "no substitute", "spec only" or "only" is



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

20. ADDITIONAL TERMS AND CONDITIONS No additional terms and conditions included with the response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this RFP and the Contractor's authorized signature affixed to the submittal signature section attests to this.



SECTION V

STATEMENT OF SERVICES

5.1 OVERVIEW

North Bay Village (the "Village") maintains a program (the "Program") for transfer of density rights ("TDRs") pursuant to Section 8.13 of the Village's Uniform Land Development Code ("ULDC") and Policy 2.1.13 of the Village's Comprehensive Plan. The Program has awarded TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved. The Program has provided that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for. The Village has 136.6 TDRs that have not been committed to specific approved site plans under the Program. The Village's Comprehensive Plan does limit eligible receiving sites but does not differentiate between receiving sites based on where they are located. Harbor Island contains 92.4 TDRs, while Treasure Island contains 44.2 TDRs. The Village's TDR Program has previously required that Harbor Island TDRs remain on Harbor Island and that Treasure Island TDRs remain on Treasure Island. TDRs are valued at \$90,000 each if used on non-waterfront lots and \$100,000 each if used on waterfront lots.

At its June 11, 2024, Village Commission Meeting, the North Bay Village Commission amended the Program, as follows:

§ 8.13 – Transfer of Density Rights (TDR) Program.

Properties in the RM-70 district may request to purchase additional Dwelling Units from North Bay Village, allowing for increased density and height, as follows:

A. Sending Sites.

The sending sites shall be land currently owned by the Village. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Except as set forth in subsection E, density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be filed by the Village Clerk. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

B. Receiving Sites.

Density Rights from Harbor Island may be and are encouraged to be transferred to receiving sites outside of Harbor Island.

C. Approval of Transfer of Density Rights and Additional Building Height.

Except as set forth in subsection E, requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 of the ULDC. The resulting density shall not exceed the limitations set forth in the comprehensive plan and this code and building height following the use of transferred units shall not exceed thirty percent (30%) of the maximum building height (including all other available bonuses)



of the receiving site. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

D. Fees.

1. Except as set forth in subsection E, the applicant shall pay a Community Contribution Fees per transferred density right (equivalent to one Dwelling Unit) to North Bay Village within 90 days of site plan approval by the Village Commission in accordance with the Village's adopted Fee Schedule, as may be amended from time to time, as follows:
 - a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of Commission approval of site plan.
 - b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.
2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.
3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village, except as provided in subsection E below.
4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public Open Space, other public amenities, or infrastructure projects.
5. The number of Dwelling Units that the applicant must purchase to achieve the desired density shall be derived from the following calculation:

*(number of dwelling units at total density including TDR allocation) minus
(number of dwelling units allowed according to base density) equals
(number of units that must be purchased)*
6. Community Contribution Fees shall be reviewed annually by the Village Commission on the recommendation of the Village Manager during the budget process.

E. Window for Transfer of Uncommitted TDRs.

1. *Competitive Process.* At any time and for any reason, the Village Commission may open a competitive process to accept proposals for conveyance of TDRs the Village owns that have not been approved for transfer in connection with an approved site plan. The competitive process shall be publicly noticed, and any Village property owner shall be entitled to submit a proposal. The process shall set forth the terms of evaluation of proposals, but in no event shall the cost component of proposals be accepted if they are for less than the then-applicable Community Contribution Fee. The Village may award some or all of its available TDRs to one or more proposers, or to one or more properties of any individual proposer, and may award more TDRs to a property than the maximum total density permitted in the comprehensive plan.
2. *Payment.* The process shall set forth a date upon which the cost of awarded TDRs shall be paid to the Village, which in no event shall be more than one-hundred-fifty (150) days from the date of award. Once payment of the full amount is made on or before the due date set forth in the competitive process documents, awarded TDRs shall be transferred to the property owned by the awarded proposer. If the awarded proposer does not make timely payment on or before the due date, the award shall be forfeit and the Village may terminate the competitive process or award such TDRs to the next highest ranked proposer.



3. *Records.* As a condition of transfer, the Village shall record a declaration of restriction on its property, recognizing the awarded TDRs and the remaining number of TDRs on the sending site, if any. The *Planning and Zoning Official* shall track and keep an official tally of the awarded TDRs to each property.
4. *Subsequent Conveyance of TDRs.* In consideration of the accelerated payment of costs for TDRs through any award under a competitive process, transferred TDRs may be conveyed to any eligible receiving site under this Section 8.13 for use in connection with development, subject to the limitations set forth in the comprehensive plan. As a condition of conveyance, any conveyor of TDRs shall (a) pay the Village \$2,500 per conveyed TDR as an administration fee; and (b) record a declaration of restriction on its property acceptable to the Village Attorney, recognizing the conveyed TDRs and the remaining number of TDRs on the conveying site, if any. The *Planning and Zoning Official* shall track and keep an official tally of TDRs, including the property they are conveyed from and the property they are conveyed to.
5. *Site Plan.* Irrespective of an award or purchase of TDRs under this subsection, any development in the Village shall be subject to site plan review and approval by the Village Commission, and any other necessary approvals as required by this ULDC, and no award or purchase of TDRs recognized in this subsection shall be construed as entitling an applicant to site plan approval for a specific number of units, height, or floor area. Owners of TDRs which acquire TDRs through this subsection shall be limited to the maximum density permitted under the comprehensive plan and this code for a given property at time of site plan approval irrespective of how many TDRs they may own or have assigned to the property in the record maintained by the *Planning and Zoning Official*.

5.2 MINIMUM QUALIFICATIONS, FINANCIAL CAPABILITY, AND PROJECT

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

A. Qualifications:

- Name
- Disclosure of entity's principals and/or beneficial owners
- Property owned in the Village (address and folio no.)
- Bio, resume, CV, or other documents that describe your experience. For teams, include information for all team members.
- Evidence of financial capability, consisting of one or more of the following to demonstrate capability of purchasing TDRs and constructing a project:
 - Bank statements
 - Financial institution's certification of funds availability
 - Financial institution's certification of loan availability (lender commitment)
 - List of assets
- Any other relevant information that demonstrates the proposer's financial capability to complete the purchase of TDRs as proposed, and to complete construction
- Relevant work samples: Evidence of representative development projects

B. Financial capability: Proposer must submit proof of current licenses and certifications for staff to perform work as specified in the State of Florida and include trained personnel with adequate experience and skills to perform the work.

C. Project:



- description of project the TDRs are anticipated to be used for, including location, number of units, estimate of floor area, parking, and other relevant information
- Anticipated timing for development, including pre-development entitlement phase, construction plans, construction permitting, and construction period
- Statement of benefit to the Village that is anticipated (i.e. why is the proposed project good for the Village?)

5.3 **PROPOSAL AND SELECTION CRITERIA**

- Proposal: Proposals shall include:
 - the number of TDRs sought from the Village,
 - the price per TDR offered,
 - NOTE: the Village shall not consider a proposal that does not at minimum provide for \$90,000 per TDR for non-waterfront properties, or \$100,000 per TDR for waterfront properties
 - the total amount offered to close, exclusive of transaction costs and fees
 - the timing of the payments (deposit and payment of balance)
 - NOTE: the Village shall not consider a proposal that does not at minimum provide for a 10% deposit within 30 days of award and full payment of balance within 150 days of award
- 1. Selection Criteria: Proposals shall primarily be evaluated based on a present value calculation, at of the date of award, using the [Two-Year Treasury Rate] as the specified rate of return. Proposals shall be secondarily evaluated by the Manager based upon the benefits to the Village of conveying any or all TDRs requested to the proposer, and the impact of such conveyance on other bidders or other property owners. The Village Commission reserves the right to award the TDRs to one or more, or none, of the bidders, and apportion the TDRs as they see fit, based upon their determination of the best interests of the Village, its residents, and property owners.



SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

6.1 **RULES FOR SUBMISSIONS**

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

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

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

6.2 **PROPOSAL FORMAT**

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

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

6.3 **LETTER OF INTEREST**

The response format shall contain a letter of transmittal. The Letter of Interest will summarize in a brief and concise manner the matters set forth in Sections 5.2 and 5.3 of this RFP, together with the forms provided in this RFP and any supporting evidence sought by this RFP, or that the Proposer determines is advisable and will aid the Village in its evaluation. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Proposal. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications:

Firm shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence.

Tab 2 ~ Evidence of Financial Capability:

Firm shall provide evidence of financial capability, consisting of one or more of the following to demonstrate capability of purchasing TDRs and constructing a project:

- Bank statements
- Financial institution's certification of funds availability
- Financial institution's certification of loan availability (lender commitment)
- List of assets
- Any other relevant information that demonstrates the proposer's financial capability to complete the purchase of TDRs as proposed, and to complete construction



Tab 3 ~ Property and Project

Tab 4 ~ Timing of Project:

Tab 5 ~ Proposed Financial Offer:

Indicate how many TDRs you request to purchase and at what price per TDR, together with the proposed timing for the payment(s).

Tab 6 ~ Representative Projects:

Proposer shall provide evidence of successful completion of similar development projects to the proposal, and include descriptions of the project, the timing of construction, and any other relevant information.

Tab 7 ~ Submittal Information & Attachments:

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

Tab 8 ~ Addenda (if applicable):

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.



SECTION VII EVALUATION OF SUBMISSIONS

7.1 EVALUATION METHOD AND CRITERIA

- A. **Purpose:** The purpose of the Proposal is to demonstrate the most value to the Village of conveyance of TDRs to a financially capable and responsible developer that is willing and capable of timely developing property within the Village.
- B. **General:** The evaluation and award process will be as set forth in Section 5.3 of this RFP.

7.2 SELECTION

Proposals shall primarily be evaluated based on a present value calculation, at of the date of award, using the [Two-Year Treasury Rate] as the specified rate of return. Proposals shall be secondarily evaluated by the Manager based upon the benefits to the Village of conveying any or all TDRs requested to the proposer, and the impact of such conveyance on other bidders or other property owners. The Village Commission reserves the right to award the TDRs to one or more, or none, of the bidders, and apportion the TDRs as they see fit, based upon their determination of the best interests of the Village, its residents, and property owners.

7.3 NEGOTIATIONS

Prior to Commission consideration, the Manager shall negotiate the terms of any conveyance with any proposer who has been recommended for award. The terms of such conveyance shall be presented to the Commission for consideration of award and approval of terms. The Village Commission reserves the right to award the TDRs to one or more, or none, of the bidders, and apportion the TDRs as they see fit, based upon their determination of the best interests of the Village, its residents, and property owners. Further, the Village reserves the right to reject all proposals, to waive any irregularities, and to re-advertise and solicit for other proposals.

7.4 CONTINGENT FEES PROHIBITED

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



SECTION VIII
FORMS

- 8.1 BID COVER PAGE CHECKLIST/BID FORM
- 8.2 BID FORM
- 8.3 BIDDER'S QUALIFICATIONS STATEMENT
- 8.4 NON-COLLUSIVE AFFIDAVIT
- 8.5 CONFLICT OF INTEREST
- 8.6 DRUG FREE WORKPLACE
- 8.7 PUBLIC ENTITY CRIMES
- 8.8 WARRANTIES
- 8.9 NO BID



BID FORM: BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID SUBMITTAL

BID NAME: _____

BID NO: _____

COMPANY NAME: _____

PHONE NO: _____

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



BID FORM

BID NAME: _____

BID NO: _____

Submitted By: _____
(BIDDER)

Date: _____

Property within Village owned by Bidder:

Address: _____

Folio No. _____

A. SCOPE OF WORK

Purchase of Transfer of Density Rights.

B. BIDDER ACKNOWLEDGES

1. Communications concerning this Bid shall be as follows:

Contact Person _____

Business Address _____

City, State, Zip Code _____

Business Phone Number _____

Fax Number _____

Email Address _____

2. Other pertinent information is as follows:

Federal Tax ID# _____

Federal Employment ID # _____



3. Number of TDRS to be purchased:

Price:

Total Payment:

Timing of Payment:

Deposit Date:

Deposit Amount:

Balance Payment Date:

Balance Payment Amount:

Submitted on this ____ day of _____, 2024.

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

Signature of BIDDER _____

By _____

b. (If a corporation)

(Affix Seal)

Signature of BIDDER _____

By _____

Attested by
Secretary _____

Incorporated under the laws of the State of _____.

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

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



BIDDER'S QUALIFICATIONS STATEMENT

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

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

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

BIDDER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

BIDDER'S Telephone, _____ Fax Number: _____

BIDDER'S Email address: _____

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

BIDDER'S Federal Identification Number: _____

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

Number of years under your present business name?

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

4. Type of Business:

Sole Proprietorship

Partnership

Corporation

Joint Venture

If a Corporation, answer this:

If a Partnership or Individual Proprietorship, answer this:

Date of incorporation: _____

Date of organization: _____

In what State: _____

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



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

Name of Officers _____ Name and Address of Partners: _____

President: _____

Vice President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

Firm(s) Name	Length of Time in Business



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

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

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

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

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

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

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

Print Name/Title

Date:

Signature

Email:



CERTIFICATE
(For Partnership)

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

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

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

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

(Signature)

(Title)

STATE OF FLORIDA

COUNTY OF _____

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

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number



CERTIFICATE
(For Corporation)

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

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

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

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

Secretary

STATE OF FLORIDA

COUNTY OF _____

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

Signature of Notary Public, State of Florida

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



NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

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

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

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

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

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

By _____

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

SEAL

Notary Public (Signature), State of Florida

My Commission Expires: _____



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

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

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

Check one of the following and sign:

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

Signature

Company Name

Name, Title of Official

Business Address, City, State, Zip Code



DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE RFPs: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie RFPs will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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

Signature

(Print or Type Name)



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)
 Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.



The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

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

(Signature)

STATE OF FLORIDA
COUNTY OF _____

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

Signature of Notary Public, State of Florida

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



WARRANTIES

In consideration of, and to induce the Award of TDRs described in these Bid Documents, the Contractor represents and warrants to North Bay Village:

1. The Contractor is financially solvent and sufficiently experienced and competent to purchase the TDRs and to make payments on the dates specified in the Proposal; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, instructions to Contractors; and
4. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
5. That it is agreed and understood by the Contractor that North Bay Village, is induced to enter the Construction Contract in reliance upon this Warranty.

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

(SEAL)

CONTRACTOR:

By _____

ATTEST:

Secretary



STATEMENT OF NO BID

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

ITB NAME: _____

ITB NO: _____

COMPANY NAME: _____

PHONE NO: _____

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

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

REMARKS:

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

Typed Name

Title

Signature

Date