



## **NORTH BAY VILLAGE**

### **INVITATION TO BID**

**No. ITB-2025-001**

## **NORTH BAY ISLAND PHASE 1 STORMWATER IMPROVEMENT PROJECT**

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#### **VILLAGE CLERK**

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**PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that North Bay Village (“Village”) is soliciting bids for the construction of the North Bay Island Phase 1 Stormwater Improvement Project (“Project”). Interested companies, firms, and individuals (“Bidders”) may obtain a copy of Invitation to Bid No. ITB-2025-001 (the “ITB”) to be issued on **Friday, October 18, 2024** from the North Bay Village website (<https://northbayvillage-fl.gov/bids-rfps/>), or through the Onvia DemandStar portal ([www.demandstar.com](http://www.demandstar.com)). The ITB contains detailed information about the scope of Services, submission requirements, and selection procedures.

<b>ITB Number:</b>	ITB-2025-001
<b>ITB Name:</b>	North Bay Island Phase 1 Stormwater Improvement Project
<b>ITB Publish Dates:</b>	Monday, November 4, 2024
<b>MANDATORY Prebid/Site Visit:</b>	Tuesday, November 12, 2024 @ 10:00 AM Address: 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 1 <sup>st</sup> Floor Conference Room
<b>Questions Deadline:</b>	Any questions, requests for information, or clarification pertaining to this ITB must be made in DemandStar by no later than: Monday, November 18, 2024 @ 3:00 PM.
<b>ITB Closing Date/Time:</b>	Friday, December 13, 2024 @ 3:00 PM
<b>Anticipated Award Date</b>	Tuesday, January 14, 2025
<b>Contact Information:</b>	Email: <a href="mailto:procurement@nbvillage.com">procurement@nbvillage.com</a>
<b>ITB Scope of Work:</b>	The Project consists of furnishing all materials, labor, equipment, services and incidentals necessary to complete the proposed drainage, and site development for the stormwater improvements at North Bay Island. This Project includes the abandonment, removal and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes.

Interested Bidders may obtain the full ITB through the Onvia DemandStar portal ([www.demandstar.com](http://www.demandstar.com)). If Bidders elect to use DemandStar, it is strongly encouraged to register with the system to receive notifications pertaining to this solicitation. All notices and any addenda issued by the Village with respect to the ITB will be made available through the DemandStar portal. It is the Bidder’s sole responsibility to ensure receipt of any issued notice or addenda relating to this ITB once posted to DemandStar. Bids shall be uploaded and received by the Village by no later than **Friday, December 13, 2024 @ 3:00 PM** via DemandStar, (Bids will not be received in person). Bids will be opened publicly. Any bid received after this time and date, whether by mail or otherwise, will be returned unopened. Bidders are responsible for ensuring that their bid is uploaded and received via DemandStar by the deadline.

***Pursuant to Section 38.18 of the Village Code of Ordinances, public notice is hereby given that a “Cone of Silence” is imposed concerning this solicitation. The “Cone of Silence” prohibits communications concerning ITB’s, RFQ’s or Bids. The Cone of Silence shall terminate at the time the Village Manager***

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*makes his or her written recommendation to the Village Commission. Further information on the procedures relating to the Cone of Silence can be found in the ITB documents.*

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**SECTION 1  
INTRODUCTION, BID SUBMISSION REQUIREMENTS, AND EVALUATION**

**1.1 INTRODUCTION/GENERAL BACKGROUND**

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, is soliciting bids for the provision of all materials, labor, equipment, services and incidentals (the “Services,” as further defined herein) necessary to construct the North Bay Island Phase 1 Stormwater Improvement Project (the “Project,” as further defined herein). The Village hereby requests bids for the selection of one firm (individually and collectively, the “Contractor” or “Bidder”) to provide the Services, as set forth in greater detail in Section 2 of this ITB.

The Village intends to award a contract to the selected Contractor for the Services described in this ITB for completion of the Project within fifteen (15) months of the issuance of a Notice to Proceed, or through the successful completion and acceptance of the Services for the Project.

**1.2 SCHEDULE OF EVENTS**

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

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of ITB (Cone of Silence Begins) ITB Available on DemandStar <a href="http://www.DemandStar.com">www.DemandStar.com</a> and <a href="http://www.northbayvillage-fl.gov">www.northbayvillage-fl.gov</a>	Monday, November 4, 2024	4:00 PM
2	Mandatory Pre-Bid Meeting	Tuesday, November 12, 2024	10:00 AM
3	Closing Date for Bidder Questions	Monday, November 18, 2024	3:00 PM
4	Village’s Answers to Questions by Bidders Posted Deadline	Monday, November 25, 2024	3:00 PM
5	Bids Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access)	Friday, December 13, 2024	3:00 PM
6	Start of Evaluation of Bid Submittals	Monday, December 16, 2024	
7	Village Manager Issues Recommendation to Commission	Monday, December 30, 2024*	
8	Commission Meeting to Award ITB to Contractor(s) and Approve Agreement(s)	Tuesday, January 14, 2025	

*\*Tentative*

**1.3 GENERAL BID INSTRUCTIONS; SUBMITTAL DEADLINE**

**All Bids must be received by **FRIDAY, DECEMBER 13, 2024 @ 3:00 PM** via Demandstar E-bidding upload . Bids received after the due date and time will not be considered.**

All Bids received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above.

**BID REQUIREMENTS**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Bidders shall submit a Bid that includes all of the following information/documentation, appropriately tabbed, in this exact order (“Bid”). Failure to do so may render a Bid as non-responsive.

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**Tab A. Cover Page:** A cover page with Contractor’s business name, address, and telephone number; name and all contact information for individual that will serve as “Project Manager,” a primary liaison between the Contractor and the Village; date; and subject “Bid for ITB No. ITB-2025-001 for the North Bay Island Phase 1 Stormwater Improvement Project.”

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

**Tab C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Contractor, the Contractor’s commitment to the Village, an understanding of the work to be performed and the aspects of the bid.

**Tab D. Schedule of Bid Prices Form.** Submit a signed, firm, lump sum cost for providing the Project work/services as delineated in this solicitation under Form 12.

**Tab E. Firm’s Qualifications.** Contractors interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Contractor must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Contractor shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Contractor must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity’s State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.
3. Contractor must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Contractor must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Contractor shall identify the Principal in Charge’s Experience. This individual must have a minimum of five (5) years’ experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Contractor. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

**Tab F. Project Team/Personnel Qualifications.** The Bidder must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. The Key Staff, including any key subcontractors, (the “Project Team”) working on the Project and/or providing the Services must have prior experience within the past five (5) years of providing similar services.

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3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subconsultant on the project in total.

**Tab G. Insurance.** Bidder must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this ITB or a commitment from an insurance company that such insurance coverage may be obtained by the Bidder prior to entering into an agreement with the Village. The successful Bidder(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the insurance coverage requirements set forth in this ITB, which are also set forth in the form of Professional Services Agreement attached to this ITB.

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

**Tab H. Performance and Payment Bonds.** The Bidder must submit a notarized letter from its surety guaranteeing that if the Bidder is awarded a contract, the surety will issue a letter of credit that attests to the bonding capacity (the maximum amount of surety credit a surety company) the surety will provide to the Bidder. The Surety shall also guarantee that it will issue Performance and Payment Bonds as required by the Village in this ITB. Failure to submit the Surety Guaranty letter with the Bid shall render the Bid nonresponsive. The Village shall be the sole judge in determining bonding capacity.

**Tab I. Bid Bond/Bid Security.** Each Bid must be accompanied by a bid bond or bid security in the form of a certified or cashier's check or bid bond for no less than five percent (5%) of the total bid amount, made payable to North Bay Village or in the form provided in Form 13 by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 90 days from the bid close date. The bid bonds/bid securities for all unsuccessful Bids shall be returned after the 90-day period or upon recommendation of award (whichever is sooner). The purpose of the bid bond/bid security is to ensure that bids are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time Bidders refuse to honor their bids for at least 90 days after bid opening. The bid bond/bid security of the successful bidder will be retained until such bidder has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the successful bidder fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to bidders, the Village may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Village. If the Village Manager has waived the requirement for bid bond/bid security, the Village shall select this box: .

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

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

**1.4 EVALUATION AND AWARD OF CONTRACT.**

Award shall be made by the Village Commission to the lowest, most responsive and responsible Bidder whose qualifications indicate the award will be in the best interest of the Village and whose Bid complies with the requirements of this ITB.

The Responsive Bidder is a person that has submitted a bid which conforms in all material respects to the ITB, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Bidder"). A member of Village Staff shall review and evaluate the Bids submitted to ensure that the minimum requirements of the ITB have been met. The Village Manager or designee may reject those Bids that do not meet the minimum requirements of the ITB.

The Responsible Bidder shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a bid which conforms in all material respects to the ITB (the "Responsible Bidder"). In evaluating responsibility, the Village may also consider previous contracts with the Village, past performance and experience with other contracts, compatibility of the project team with Village personnel, and any other criteria deemed relevant by the Village. The Village Manager or designee may reject those bids that do not meet the minimum requirements of the ITB.

In no case will the Award be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Bidder and the Village Manager is satisfied that the Bidder is qualified and has the necessary organization, capital and equipment to carry out the required to perform the services or work set forth in this ITB within the specified timeframes.

If the Village accepts a Bid, the Village will provide a written notice of award to the lowest responsive and responsible bidder, who meets the requirements of this ITB. If the successful bidder to whom the contract is awarded forfeits the award by failing to meet the conditions of this ITB, the Village may, at the Village's sole option, award the contract to the next lowest, most responsive, and responsible bidder or reject all bids or re-advertise the Work. The Village reserves the right to withhold issuance of an award until the Successful Bidder has presented a signed original of the contract or purchase order along with any other required documents to the Village. No award shall be deemed final until the parties have fully executed the agreement(s) or purchase order(s) issued by the Successful Bidder, and if required, approved by the Village Commission.

Award of any bid is conditional upon the Village having funding to implement the agreement. The Village reserves the right to reject any or all bids which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Contractor.

**END OF SECTION 1**



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**SECTION 2.  
WORK/SERVICES NEEDED BY THE VILLAGE**

**2.1. SCOPE OF WORK/SERVICES**

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to construct the North Bay Island Phase 1 Stormwater Improvement Project (the "Project"), including but not limited to the tasks identified herein, which shall collectively be referred to as the Project. **Specifically, the Successful Bidder shall be required to construct the Project in full compliance with the plans, drawings, terms, specifications, and conditions contained in Exhibit C: Technical Specifications; Exhibit D: Bid Set Drawings; and Exhibit E Prosecution and Progress.**

The Project includes the abandonment, removal and disposal of existing site and utility features, road reconstruction, and installation of drainage improvements including, but not limited to, proposed stormwater pump station, gravity mains, force main, injection wells, inlets, and manholes. This preparation, completion, and submittal of all required shop drawings for the proposed improvements; site restoration; and other appurtenant and miscellaneous items and work for a complete, satisfactory, and functional installation are included as part of this project.

The Village expects to retain a Contractor that can meet the challenges of a dynamic community, capable of providing reliable and expedient response times to meet project deadlines, staff requests, and outstanding service delivery. In addition, the Successful Bidder shall be able to provide technical assistance and maintain industry best practices throughout the Project.

**2.2. GRANT FUNDING.**

Contractors acknowledge that the Work may be fully or partially funded utilizing funds from the grants listed below (the "Grant"). Accordingly, by submitting a response to this competitive solicitation, the Bidder warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Work in accordance with the terms and conditions of the Grant(s).

<b>Grant Title</b>	<b>Grant Agreement Exhibit No.</b>
State of Florida Department of Environment Protection North Bay Village Stormwater Collection System 22SRP53	Exhibit F
State of Florida Department of Environment Protection North Bay Village Stormwater Pump Station Improvements Project C2108	Exhibit G

If the Work will be funded utilizing Grant funds, the Village shall select this box: .

**END OF SECTION 2**

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**SECTION 3  
GENERAL INFORMATION**

- 3.1 GENERAL INFORMATION.** The provisions provided in this Section 3 shall govern this ITB and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this ITB.
- 3.2 CONE OF SILENCE.** Pursuant to Section 38.18 of the Village Code of Ordinances, a Cone of Silence is hereby imposed, prohibiting any communications between potential vendor, service providers, bidders, lobbyists, consultants, and Village staff and elected officials regarding this RFP. A Cone of Silence is established for all competitive selection processes for goods and services, protecting the procurement process from undue influences until a contract award recommendation is made.

This Cone of Silence is effective after the advertisement of competitive procurements is published on the Village's website or in a general circulation newspaper. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

Specifically, the Cone of Silence prohibits:

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

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

- A. Communications with the Village Attorney and his or her staff;
- B. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

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- C. Any emergency procurement of goods or services;
- D. Communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Furthermore, the provisions of the Cone of Silence do not apply to: oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications communication with the Village Clerk.

Written communications or inquiries for clarification of process or procedure are allowed if directed to [procurement@nbvillage.com](mailto:procurement@nbvillage.com). These must include the requester's contact information. Communications to other Village officials or employees are prohibited until the Cone of Silence is lifted.

Violations of the Cone of Silence are subject to the penalties provided under Section 38.18 of the Village Code and Section 2.11.1(t)(3) of the Miami-Dade County Code of Ordinances. Furthermore, violations of the Cone of Silence by Village employees may result in disciplinary actions, including dismissal. Those knowingly violating the policy are prohibited from serving on Village selection committees. Violations of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to the bidder or proposer voidable.

- 3.3 REQUESTS FOR INFORMATION/CLARIFICATION.** The Village, independently or upon request, may furnish additional information related to this ITB so as to clarify any provision contained herein and/or to facilitate bids. The Village has made efforts to provide accurate and complete information in this ITB. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Bidders to assure that they have all information necessary for submission of their bids. Any and all questions or requests for information or clarification pertaining to this ITB must be made in writing via email to [procurement@nbvillage.com](mailto:procurement@nbvillage.com).
- 3.4 ADDENDA.** If the Village finds it necessary to add to, or amend this ITB prior to the Bid submittal deadline, the Village will issue written addenda/addendum. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Bid.
- 3.5 CERTIFICATION.** By submitting a Bid to this ITB, the signer of the Bid declares that the person(s), firm(s) and parties identified in the Bid are interested in and available for providing the Services; that the Bid is made without collusion with any other person(s), firm(s) and parties; that the Bid is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Bid has full authority to bind the person(s), firm(s) and parties identified in the Bid. By submitting a bid, the Contractor shall certify that it has fully read and understood this ITB and the bid method and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.6 ECONOMY OF PREPARATION.** Bids should be prepared simply and economically, providing a straightforward concise description of the Bidder's ability to fulfill the requirements of the ITB.
- 3.7 JOINT BIDS.** In the event multiple Bidders submit a joint Bid in response to this ITB, a single Bidder shall be identified as the Prime Contractor. If offering a joint Bid, the Prime Contractor must include the name and address of all parties of the joint Bid. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may

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arise in connection with the Bid. Only a single contract with one Bidder shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other bidders participating or presenting at Village meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The Village shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Bidder shall remain responsible for performing Services associated with response to this Bid even if other participating bidders fail to perform any obligations required herein.

- 3.8 SUBCONTRACTING.** If an awarded Bidder intends to subcontract any portion of the Services for any reason, the name and address of the subcontracting firm must be submitted along with the Bidder's submittal or for approval by the Village Manager or designee prior to use. No subcontracting shall take place prior to Bid awarded to Bidder furnishing this information and receiving written approval from the Village. The Village reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources.

The Bidder is further notified that all subcontractors must be properly licensed, insured, may not subcontract more than 25% of any portion of this contract for any reason, and shall be required to furnish the Village with a certificate of insurance that complies with the requirements of this ITB.

- 3.9 INTERVIEWS.** The Village reserves the right conduct interviews or require presentations by any or all Contractors prior to award, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

**3.10 BIDS BINDING; RETENTION AND WITHDRAWAL OF BIDS.**

**3.10.1 Bids Binding.** All Bids submitted shall be binding upon the Bidder for 180 calendar days following opening.

**3.10.2 Firm Pricing.** If the Bidder is awarded an Agreement pursuant to this ITB, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Bid submitted in response to this ITB shall remain fixed and firm during the competitive procurement process and the initial term of the Agreement, awarded to the selected Bidder(s), which, unless otherwise provided herein, is typically one(1) year.

**3.10.3 Bid Withdrawal.** Bidders may withdraw their bids from consideration by the Village pursuant to this ITB by notifying the Village Clerk in writing at any time prior to the scheduled opening. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity prior to withdrawing their bids from consideration by the Village pursuant to this ITB.

**3.10.4 Retention of Bids.** Bids, once opened, become the property of the Village. The Village reserves the right to retain all Bids submitted and use any ideas contained in any Bid, regardless of whether that Contractor is selected.

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

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public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed bids received by the Village pursuant to this ITB are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of bids, whichever is earlier. Furthermore, if the Village rejects all bids submitted in response to this ITB, such bids shall remain exempt if the Village provides notice of its intent to reissue this ITB, provided that such bids shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all bids and reissue the ITB.

Furthermore, Bidders are required to *identify specifically* any information contained in their Bid which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.0701, Florida Statutes, if a civil action is filed against a Bidder to compel production of public records relating to the Village'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 Bidder has not complied with the request, to the Village and to the contractor.

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

The Village reserves the right to accept or reject any or all Bids, based upon its deliberations and opinions. In making such determination, the Village reserves the right to conduct a background investigation, including a criminal record check of the Bidder's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Bid.

Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.

**3.13 LOBBYIST REGISTRATION.** Bidder must comply with the Village's lobbyist regulations, including, but not limited to, Section 38.17 of the Village Code of Ordinances. Please contact the Village Clerk at (786) 224-8070 or [villageclerk@nbvillage.com](mailto:villageclerk@nbvillage.com) for additional information.

**3.14 BID/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this ITB, nor subsequent inquiries or presentations relating to its Bid.

**3.15 LATE SUBMISSIONS.** Bids received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Bids received after the closing

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time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Bids shall be decided in the favor of the Village. Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. The Village shall not be responsible for Bids received after the submittal deadline and encourages early submittal.

- 3.16 COMPLETENESS.** All information required by this ITB must be supplied to constitute an acceptable and complete bid.
- 3.17 PERMITS, TAXES, LICENSES.** The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 3.18 LAWS, ORDINANCES.** The Contractor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 3.19 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Bidder(s) should be prepared to execute an agreement in substantially the form of the Construction Agreement provided in Exhibit "A" to this ITB. The terms of the agreement may be negotiated, at the Village's sole discretion, upon selection of Contractor.
- 3.20 COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Bidder will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.
- 3.21 INSURANCE.** Contractor shall secure and maintain throughout the duration of this ITB and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Bidder shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.
1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The

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General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this ITB who is not covered by Worker's Compensation insurance.

3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

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

**3.22 Bonds.** The selected Contractor must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Construction Agreement, deliver to the Village the Bonds required to be provided by Bidder hereunder and the Professional Services Agreement (collectively, the "Bonds"). The Village, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Village will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Professional Services Agreement is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Contractor's sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Contractor shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Village.

**3.22.1 Performance Bond.** If this provision is selected by the Village, the selected Contractor must deliver to the Village a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Contractor defaults on the contract with the Village by failing to perform the contract in the time and manner provided for in the contract. ***If a performance bond is required, the Village shall select this box:***

**3.22.2 Payment Bond.** If this provision is selected by the Village, the selected Contractor must deliver to the Village a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Contractor and the Village if the selected Contractor fails to make any required payments only. ***If a payment bond is required, the Village shall select this box:***

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**3.22.3 Waiver of Bonds.** If this provision is selected by the Village, the Village Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Village. If the requirement for a payment bond is waived, the Village shall select this box: . If the requirement for a performance bond is waived, the Village shall select this box: .

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

**3.24 Indemnification.**

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

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

**3.24.3** It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the “Specific Consideration” therefore.

**3.24.4** The provisions of this section shall survive termination of this ITB.

**3.25 BACKGROUND SCREENING REQUIREMENTS AND JESSICA LUNSFORD ACT.** In accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, Miami-Dade County School Board Policies 6320 and 8475, as amended from time to time, all of the Village’s contractors and subcontractors that provide or may provide services or work for the Village must complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board Policies prior to entering or providing services on behalf of the Village.

**3.1** Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). A non-instructional contractor who is exempt from



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the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. If compliance with this section is required, the Village shall select this box: .

**3.2 MISCELLANEOUS PROVISIONS.**

**3.2.1 BID EXEMPT.** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to Bid separately any item or service if deemed to be in the best interest of the Village.

**3.2.2 PROMOTIONAL PRICING.** Bidder shall offer to the Village, during the Contract period, any item(s) offered on a “promotional” basis from the manufacturer. It shall be the successful Bidder’s responsibility to monitor said item(s) and report any that are or shall be offered at lower price.

**3.2.3 DELIVERY.** All items shall be delivered F.O.B. destination to a specific Village address. All delivery costs and charges must be included in the bid price. The Village reserves the right to cancel orders or any part thereof, without obligation if delivery is not made at the time specified in the bid. Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 5:00 P.M. Village Hall is located at 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

**3.2.4 ESTIMATED QUANTITIES.** The estimate of the various quantities of goods and services applicable to unit price items is approximate and is intended solely to provide the basis of comparison upon which the award of contract is made. Final payment shall be made on the basis of the actual quantities received. The Village reserves the right to increase or reduce the quantities and to eliminate any items in order that the items or work can be completed within the amount of available funds.

**3.2.5 BRAND NAMES.** Use of a brand name, trade name, make, model, manufacturer, or Bidder catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Village's intent to rule out other competition, therefore, the phrase “or acceptable equal” is added. However, if a product other than that specified is bid, it is the Bidder's responsibility to submit with the proposal brochures, samples and/or detailed specifications on items bid. The Village shall be the sole judge concerning the merits of proposal submitted.

Bidder shall indicate on the Bid form the manufacturer's name and number if bidding other than the specified brands and shall indicate any deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Village with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Village.

**3.2.6 DELETION/OVERSIGHT/MISSTATEMENT.** Any deletion, oversight or misstatement of specifications shall not release the Bidder from the responsibility of completing the services within the agreed upon time frame.

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**3.2.7 COPYRIGHTS OR PATENT RIGHTS.** The Bidder warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered as a result of this ITB. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.

**3.2.8 DIRECT MATERIAL PURCHASES.** The Village reserves the right to issue purchase orders for materials to either the Contractor's or the Village's suppliers for construction related materials.

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

**3.2.10 PERSONAL INJURY AND PROPERTY DAMAGE.** The Contractor assumes 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.

**3.2.11 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 Bidder wish to have products evaluated for future solicitation consideration, please contact in writing, 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

**3.2.12 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES.** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Responder(s) will work with the Village and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

**END OF SECTION 3**

**NORTH BAY VILLAGE  
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**SECTION 4  
FORMS, AFFIDAVITS, EXHIBITS, & ATTACHMENTS**

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

**FORMS**

**Form 1: Bid Checklist**

**Form 2: Company Qualifications Questionnaire**

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

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

**Form 3B: Certificate of Authority (for Individuals)**

**Form 4: Acknowledgment of Addenda**

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

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

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

**Form 7: Dispute Disclosure**

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

**Form 9: Reference Letters**

**Form 10: E-Verify Affidavit**

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

**Form 12: Schedule of Bid Prices**

**Form 13: Bid Security/Bid Bond (unless waived by the Village)**

**Form 14: E-Verify Affidavit**

**Form 15: Affidavit Attesting to Noncoercive Conduct for Labor or Services**

**Form 16: Affidavit Regarding Prohibition on Contracting with Entities of Foreign Countries of Concern**

**Form 17: Statement of No Bid (if applicable)**

**EXHIBITS**

**Exhibit A: Form of Construction Agreement**

**Exhibit B: Form of Payment and Performance Bonds**

**Exhibit C: Technical Specifications**

**Exhibit D: Bid Set Drawings**

**Exhibit E: Prosecution and Progress**

**Exhibit F: State of Florida Department of Environment Protection North Bay Village Stormwater Collection System 22SRP53**

**Exhibit G: State of Florida Department of Environment Protection North Bay Village Stormwater Pump Station Improvements Project C2108**

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**FORM 1  
BID CHECKLIST**

- \_\_\_\_\_ Form 1: Bid Checklist
- \_\_\_\_\_ Form 2: Company Qualifications Questionnaire
- \_\_\_\_\_ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
  - \_\_\_\_\_ Form 3A: Certificate of Authority (for Corporations or Partnerships)
  - \_\_\_\_\_ Form 3B: Certificate of Authority (for Individuals)
- \_\_\_\_\_ Form 4: Acknowledgment of Addenda
- \_\_\_\_\_ Form 5: Single Execution Affidavit
- \_\_\_\_\_ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts  
(Compliance with 49 CFR, §20.100(b))
- \_\_\_\_\_ Form 7: Dispute Disclosure
- \_\_\_\_\_ Form 8: Key Staff and Proposed Subcontractors
- \_\_\_\_\_ Form 9: Reference Letters
- \_\_\_\_\_ Form 10: E-Verify Affidavit
- \_\_\_\_\_ Form 11: IRS Form W-9
- \_\_\_\_\_ Form 12: Schedule of Bid Prices
- \_\_\_\_\_ Form 13: Bid Security/Bid Bond (unless waived)
- \_\_\_\_\_ Form 14: E-Verify Affidavit
- \_\_\_\_\_ Form 15: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- \_\_\_\_\_ Form 16: Affidavit Regarding Prohibition on Contracting with Entities of Foreign  
Countries of Concern
- \_\_\_\_\_ Form 17: Statement of No Bid (if applicable)

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print or Type Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**FORM 2**

**COMPANY QUALIFICATIONS QUESTIONNAIRE**

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

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

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Principal Business Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Federal I.D. No. or Social Security Number

\_\_\_\_\_  
Municipal Business Tax/Occupational License No.

**FIRM HISTORY AND INFORMATION**

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

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

\_\_\_\_\_  
Document Number

\_\_\_\_\_  
Date Filed

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

\_\_\_\_\_  
Category

\_\_\_\_\_  
License No.

\_\_\_\_\_  
Date Licensed

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

Individual     Partnership     Corporation     LLC     LLP     Other \_\_\_\_\_

Please identify the Firm's primary business: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

<b>Total No. of Employees</b>	
<b>Total No. of Managerial/Administrative Employees</b>	
<b>Total No. of Trades Employees by Trade</b>	

**INSURANCE INFORMATION**

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

Insurance Carrier Name \_\_\_\_\_ Insurance Carrier Contact Person \_\_\_\_\_

Insurance Carrier Address \_\_\_\_\_ Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

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

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**FIRM OWNERSHIP**

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

<b>Owner/Partner Name</b>	<b>Title</b>	<b>Ownership (%)</b>

Please identify whether any of the owners/partners identified above are owners/partners in another entity:  
 No     Yes    If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

<b>Owner/Partner Name</b>	<b>Other Entity Name</b>	<b>Ownership (%)</b>

**CURRENT AND PAST CLIENTS**

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

<b>Entity Name</b>	<b>Contact Person</b>	<b>Telephone No.</b>	<b>Email Address</b>	<b>Date Awarded</b>

Additional current and past clients may be attached to this form on a separate sheet.

**RECENT CONTRACTS**

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

<b>Public Entity Name</b>	<b>Contact Person</b>	<b>Telephone No.</b>	<b>Email Address</b>	<b>Date Awarded</b>

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

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**NORTH BAY VILLAGE  
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**FORM 3A  
CERTIFICATE OF AUTHORITY  
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of \_\_\_\_\_

\_\_\_\_\_ a business existing under the laws of the State of \_\_\_\_\_, (the  
"Entity") held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly  
passed and adopted:

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

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

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

Secretary: \_\_\_\_\_  
Print Name: \_\_\_\_\_

President: \_\_\_\_\_  
Print Name: \_\_\_\_\_

(Seal)

**NORTH BAY VILLAGE  
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**FORM 3B  
CERTIFICATE OF AUTHORITY  
(if Individual)**

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

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

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

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

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

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

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**FORM 4  
ACKNOWLEDGEMENT OF ADDENDA**

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

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

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**FORM 5  
SINGLE EXECUTION AFFIDAVITS**

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

**THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:**

\_\_\_\_\_  
NAME OF PROPOSING OR BIDDING ENTITY

By: \_\_\_\_\_  
INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING ENTITY

Date: \_\_\_\_\_

**Americans with Disabilities Act Compliance Affidavit**

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

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

\_\_\_\_\_  
Bidder Initials

**American Rescue Plan Act Compliance Affidavit**

If applicable, Bidder acknowledges that compensation for the Services performed under the Agreement may be fully or partially funded utilizing Coronavirus State and Local Fiscal Recovery Funds allocated to the Village pursuant to the American Rescue Plan Act ("ARPA"). In order to utilize ARPA funding, the Village shall incorporate the federally required contract provisions in the Agreement awarded under this RFP. The Contractor shall be required to comply with all laws, rules, regulations, policies, and guidelines (including any subsequent amendments to such laws, regulations, policies, and guidelines) required by the American Rescue Plan Act, including, but not limited to the following documents and guidelines, which are incorporated herein and made a part of this RFP: (i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), as applicable; (ii) The U.S. Department of the Treasury's Final Rule governing ARPA; (iii) U.S. Department of the Treasury Coronavirus

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

State and Local Fiscal Recovery Funds Award Terms and Conditions (Assistance Listing Number 21.019); (iv) The U.S. Department of the Treasury’s Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions; (v) American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement; (vi) The U.S. Department of the Treasury’s ARPA Compliance and Reporting Guidance, and (vii) Assurances of Compliance with Title VI of the Civil Rights Act of 1964 (collectively, the “ARPA Regulations”). A copy of the ARPA Regulations are available for inspection by the Contractor at the Office of the Village Clerk and on the Village website.

\_\_\_\_\_  
Bidder Initials

**Public Entity Crimes Affidavit**

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

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

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

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

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

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

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**(INDICATE WHICH STATEMENT APPLIES.)**

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

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

\_\_\_\_\_  
Bidder Initials

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

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

\_\_\_\_\_  
Bidder Initials

**Business Entity Affidavit**

Bidder hereby recognizes and certifies that no elected official, board member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

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

\_\_\_\_\_  
Bidder Initials

**Non-Collusion/Anti-Collusion Affidavit**

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

\_\_\_\_\_  
Bidder Initials

**Scrutinized Companies**

1. Bidder certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this ITB at its sole option if the Bidder or its subcontractors are found to have submitted a false certification; or if the Bidder, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

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

\_\_\_\_\_  
Bidder Initials

**Acknowledgment, Warranty, and Acceptance**

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this bid is true and accurate.
5. I hereby propose to furnish the services specified in the ITB. I agree that my Bid will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Bids.
6. I certify that all information contained in this Bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Contractor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or Contractor under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list.

\_\_\_\_\_  
Bidder Initials

**Ownership Disclosure Affidavit**



**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

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

Name	Address	Ownership (%)

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

Name	Address

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

\_\_\_\_\_  
Bidder Initials

**Truth in Negotiation Certificate**

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

\_\_\_\_\_  
Bidder Initials

**Prohibition on Contingent Fees**

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

\_\_\_\_\_  
Bidder Initials

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

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_  
**Witness #1 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Witness #2 Print Name:** \_\_\_\_\_

\_\_\_\_\_  
**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Firm:** \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

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

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**FORM 6**

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

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

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

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**FORM 7  
DISPUTE DISCLOSURE**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

---

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

YES \_\_\_\_\_ NO \_\_\_\_\_

---

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

YES \_\_\_\_\_ NO \_\_\_\_\_

---

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

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

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_



**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

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

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

**PROPOSED SUBCONTRACTORS**

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

Subcontractor Name & Address	Scope of Work	License Number

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**FORM 9  
REFERENCES**

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

**Reference No. 1**

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

**Reference No. 2**

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

**Reference No. 3**

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



**NORTH BAY VILLAGE  
INVITATION TO BID NO. ITB-2025-001**

**FORM 10  
E-VERIFY AFFIDAVIT**

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Firm: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

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

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**FORM 11**  
**IRS FORM W-9**

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

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

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

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

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

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**FORM 12**

**SCHEDULE OF BID PRICES**

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

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

If these documentation and approval procedures are not followed by the Contractor, a later request for award of unit price costs may be denied by the Village and Engineer.

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

Base Bid Items					
Item	Description	Unit	Est. Qty	Unit Price	Total Cost
1	F&I 15" RCP PIPE (CIPP)	LF	222	\$	\$
2	F&I 18" RCP PIPE (CIPP)	LF	447	\$	\$
3	F&I 10" PVC PIPE (CIPP)	LF	258	\$	\$
4	F&I 18" PVC PIPE (CIPP)	LF	252	\$	\$
5	DRAINAGE MANHOLES, MODIFIED J-7, 16'-9" x 8'-6" POLLUTION CONTROL STRUCTURE	EA	1	\$	\$
6	MANHOLE TYPE J-7, >10'	EA	10	\$	\$
7	F&I DRAINAGE INLET, DBI TYPE C, <10'	EA	11	\$	\$
8	F&I 10" HP PIPE	LF	10	\$	\$
9	F&I 15" HP PIPE	LF	10	\$	\$
10	F&I 18" HP PIPE	LF	165	\$	\$
11	F&I 36" HP PIPE	LF	23	\$	\$
12	F&I 42" HP PIPE	LF	51	\$	\$
13	F&I 48" HP PIPE	LF	156	\$	\$
14	F&I 54" HP PIPE	LF	86	\$	\$
15	F&I 66" HP PIPE	LF	17	\$	\$
16	F&I 24" DIP PIPE	LF	44	\$	\$
17	F&I 30" DIP PIPE	LF	41	\$	\$
18	F&I 36" DIP PIPE	LF	526	\$	\$
19	F&I 36" DIP 22.5 DEG. BEND	EA	2	\$	\$
20	F&I 36" DIP 45 DEG. BEND	EA	1	\$	\$
21	F&I 30" DIP 90 DEG. BEND	EA	2	\$	\$

22	F&I 36"X24" M.J. DIP TEE	EA	6	\$	\$
23	F&I 36"X36" M.J. DIP TEE	EA	2	\$	\$
24	F&I 24" GATE VALVE	EA	6	\$	\$
25	F&I 30" GATE VALVE	EA	1	\$	\$
26	30"X36" CONCENTRIC REDUCER	EA	1	\$	\$
27	F&I INJECTION WELLS	EA	6	\$	\$
28	CONCRETE FOR ELECTRICAL PAD	CY	30	\$	\$
29	1" MILLING	SY	270	\$	\$
30	1" RESURFACING	SY	1520	\$	\$
31	8" BLACK BASE	SY	1250	\$	\$
32	DRIVEWAY RESTORATION	SY	200	\$	\$
33	SOD RESTORATION	SY	2000	\$	\$
34	ABANDONMENT OF EXISTING PIPES & WELLS	Aggregate Sum	1	\$	\$
35	PAVEMENT MARKINGS RESTORATION	Aggregate Sum	1	\$	\$
36	PUMPING STATION (Cost includes other subcomponents)	Aggregate Sum	1	\$	\$
37	ELECTRICAL CONNECTION	Aggregate Sum	1	\$	\$
				<b>TOTAL BASE BID</b>	\$
<b>Contractual/Mitigation Bid Items</b>					
38	LANDSCAPE MITIGATION	Aggregate Sum	1	\$	\$
39	MOBILIZATION/DEMOBILIZATION	Aggregate Sum	1	\$	\$
40	MAINTENANCE OF TRAFFIC (MOT)	Aggregate Sum	1	\$	\$
41	BONDS & INSURANCE	Aggregate Sum	1	\$	\$
42	DEDICATED OWNER ALLOWANCE	Contingent Allowance	1	\$ 600,000.00	\$ 600,000.00
43	PERMIT FEES	Dedicated Allowance	1	\$ 60,000.00	\$ 60,000.00
				<b>TOTAL CONTRACTUAL BID ITEMS</b>	\$
				<b>TOTAL BASE BID &amp; CONTRACTUAL ITEMS</b>	\$

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TRENCH SAFETY					
Item	Trench Safety Measure (Description)	Unit (Qty)	Unit of Measure (LF, SY)	Unit Cost	Extended Cost
A.				\$	\$
B.				\$	\$
C.				\$	\$
				\$	\$
<i>Failure to complete the above may result in the bid being declared non-responsive</i>					

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

Submitted on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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.**

**FORM 13**  
**BID SECURITY/BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal and Bidder, and \_\_\_\_\_

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the proposed annual base bid amount of: \$ \_\_\_\_\_ (Written Dollar Amount) dollars (\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

NORTH BAY ISLAND PHASE 1 STORMWATER IMPROVEMENT PROJECT  
ITB-2025-001

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said \_\_\_\_\_ as Principal herein, has caused these presents to be signed in its name by its \_\_\_\_\_  
\_\_\_\_\_ and attested by its \_\_\_\_\_  
\_\_\_\_\_ under its corporate seal, and the said \_\_\_\_\_  
\_\_\_\_\_ as Surety herein, has caused these presents to be signed in its name by its \_\_\_\_\_  
and attested in its name by its \_\_\_\_\_  
under its corporate seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

In the presence of:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

Signed, sealed and delivered by:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Principal/Firm: \_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

Signed, sealed and delivered by:

\_\_\_\_\_  
Attorney-In-Fact: \_\_\_\_\_

(Power of Attorney to be attached)

\_\_\_\_\_  
Resident Agent

**FORM 14**  
**E-VERIFY AFFIDAVIT**

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

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

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

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

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath



**FORM 15**  
**AFFIDAVIT ATTESTING TO**  
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

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

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**FORM 16**  
**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH**  
**ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

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

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

**FORM 17**

**STATEMENT OF NO BID**

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

ITB NAME: \_\_\_\_\_

ITB NO: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

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

Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)

Insufficient time to respond to solicitation.

We do not offer this product/service or equivalent.

Our project schedule would not permit us to perform.

Unable to meet specifications, please explain \_\_\_\_\_

Unable to meet requirements, please explain \_\_\_\_\_

Specifications unclear, please explain \_\_\_\_\_

Other, please specify \_\_\_\_\_

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date