



## **NORTH BAY VILLAGE**

### **REQUEST FOR PROPOSALS**

**No. 2025-003**

### **FINANCIAL AUDITING SERVICES**

#### **VILLAGE COMMISSION**

Rachel Streitfeld, Mayor

Goran Cuk, Vice Mayor

Doris Acosta

Richard Chervony

Andy Daro

#### **VILLAGE MANAGER**

Frank Rollason

#### **VILLAGE CLERK**

Alba L. Chang, CMC

#### **VILLAGE ATTORNEY**

Weiss Serota Helfman Cole + Bierman, P.L.



<b>NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION</b>	
Solicitation Number:	2025-003
Solicitation Name:	Financial Auditing Services Interested companies, firms, and individuals (“Respondents”) may obtain a copy of the solicitation (the “RFP”) at <a href="https://northbayvillage-fl.gov/bids-rfps/">https://northbayvillage-fl.gov/bids-rfps/</a> or through the Onvia DemandStar portal ( <a href="http://www.demandstar.com">www.demandstar.com</a> ). The RFP contains detailed information about the scope of Services, submission requirements, and selection procedures.
Solicitation Scope:	The Village is soliciting proposals from certified public accounting firms for the Village’s annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village (the “Services”).
Pre-Proposal Meeting (non-mandatory):	<b>April 7, 2025 at 10:30 a.m. via Zoom.</b> Zoom Meeting ID: 872 6907 5761 Zoom Password: 675215 All Respondents planning to submit Proposals should attend this meeting.
Written Questions Deadline:	<b>April 14, 2025 at 3:00 p.m.</b> is the deadline for any questions, requests for information, or clarification pertaining to this solicitation, which must be made in writing to: Village Clerk, Email: <a href="mailto:procurement@nbvillage.com">procurement@nbvillage.com</a> .
Solicitation Closing:	<b>April 23, 2025 at 3:30 p.m.</b> Proposals must be submitted electronically at <a href="http://www.demandstar.com">www.demandstar.com</a> . Proposals received after the deadline will be returned unopened. Respondents are responsible for ensuring that their proposal is received by the deadline.
Proposals Opening:	<b>April 23, 2025 at 3:30 p.m. via Zoom .</b> Zoom Meeting ID: 891 5388 9601 Zoom Password: 542509 Proposals will be opened publicly.
Anticipated Award Date	<b>May 20, 2025 at 6:00 p.m.</b> at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida and via Zoom. Meeting ID and password to be provided. The Village reserves the right to delay or modify any of the above-noted dates and will notify Respondents of changes.
Cone of Silence:	Pursuant to §38.18 of the Village Code, 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 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 solicitation documents.
DemandStar Registration:	Register with DemandStar to receive notifications pertaining to this solicitation. All notices and any addenda will be made available through DemandStar. It is the Respondent’s sole responsibility to ensure receipt of any issued notice or addenda relating to this solicitation once posted to DemandStar.
Contact Information:	1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 Telephone: 305-756-7171 / Email: <a href="mailto:procurement@nbvillage.com">procurement@nbvillage.com</a>
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

## **PUBLIC NOTICE OF SOLICITATION**

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

**1.1 INTRODUCTION/GENERAL BACKGROUND**

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, is soliciting proposals from certified public accounting firms duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. (“Respondents”) for the Village’s annual financial audit required pursuant to Section 218.39, Florida Statutes, single audits, and such other financial auditing services as may be needed by the Village (the “Services,” as further defined herein). The Village hereby requests proposals for the selection of a firm (individually and collectively, the “Consultant” or “Respondent”) to provide the Services, as set forth in greater detail in Section 2 of this RFP.

The Village intends to award a contract to the selected Consultant for the Services described in this RFP for a three (3) year term, with up to two (2) one-year renewal terms.

**1.2 SCHEDULE OF EVENTS**

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

<b>No.</b>	<b>Event</b>	<b>Date</b>	<b>Time (EST)</b>
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	3-28-2025	2:00 p.m.
2	Pre-Proposal Meeting (Non-Mandatory)	4-7-2025	10:30 a.m.
3	Closing Date for Respondent Questions	4-14-2025	3:30 p.m.
4	Village’s Answers to Questions by Respondents	4-16-2025	3:30 p.m.
5	Proposals Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access)	4-23-2025	3:30 p.m.
6	Village Staff Member’s Review of Proposals for Responsiveness	4-28-2025	1:00 p.m.
7-A	Auditor Selection Committee Meeting & Opening of Proposals	5-2-2025	2:30 p.m.
7-B	Presentations by Top 3 Ranked Respondents (if requested by Auditor Selection Committee)	5-9-2025	3:30 p.m.
8	Village Manager Issues Recommendation to Commission	5-13-2025	n/a
9	Commission Meeting to Select Consultant(s) and Approve Agreement(s)	5-20-2025	6:00 p.m.
10	Negotiations (if needed)	As-needed	As-needed

**1.3 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE**

Proposals must be received by the date and time specified in the Schedule of Events set forth in Section 1.2, above via Demandstar e-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals 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. All Proposals received after that time shall be returned, unopened.

**1.4 PROPOSAL REQUIREMENTS**

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

**Tab A. Cover Page:** A cover page with Consultant’s business name, address, and telephone number; name and all contact information for individual that will serve as “Principal In Charge,” a primary liaison between the Consultant and the Village; date; and subject “Proposal for RFP No. 2025-003 for Financial Auditing Services.

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

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

**Tab D. Strategy:** Describe the Respondent’s strategy for implementing the Services.

**Tab E. Fee Proposal:** Submit Form 12 to provide the signed, firm, fixed fee for providing the Services per year for the term of the contract.

**Tab F. Firm’s Qualifications:** Consultants 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 Consultant must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. Consultant must be a certified public accounting firm duly licensed under chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
2. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.
3. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity’s State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
4. Consultant must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
5. Consultant shall provide a list of current and past clients, with emphasis on Florida municipalities.
6. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
7. Consultant 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 Consultant. 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.

**Tab G. Project Team/Personnel Qualifications:** The Respondent 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.
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 Consultant and each key subconsultant on the project in total.

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

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

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

**Tab J. Bid Bond/Bid Security.** Each Proposal must be accompanied by a bid bond or bid security in the form of a certified or cashier’s check, in an amount of [SELECT: \$1,000 OR no less than five percent (5%) of the proposed annual base bid amount], in the form provided in Form 13. Bid security shall be made by certified or cashier’s check or by a bid bond made payable to the Village and provided 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 proposal submission date. The bid bonds/bid securities for all unsuccessful Proposals shall be returned after the 90-day period. The purpose of the bid bond/bid security is to ensure that proposals are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time proposers refuse to honor their proposals for at least 90 days after proposal 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 K. Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

**Tab L. References:** Three (3) letters of references shall be submitted as part of the Proposal, 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.

### 1.5 EVALUATION CRITERIA

Award shall be made to the responsible and responsive Consultant whose Proposal is determined to be the most qualified and advantageous to the Village. Proposals will be evaluated by the Village's Auditor Selection Committee (the "Committee")<sup>1</sup> according to the following criteria and their respective weight, which evaluation criteria were established by the Village's Committee in accordance with Section 218.391(3), Florida Statutes:

Category	Criteria	Maximum Points
<b>1</b>	<b>Qualifications/Experience of the Firm/Respondent</b> Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	25 Points
<b>2</b>	<b>Qualifications/Experience of the Project Team</b> Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the Services	25 Points
<b>3</b>	<b>Previous Projects &amp; Client References</b> To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points
<b>4</b>	<b>Price Proposal (Form 12)</b> The scoring of the Price Proposal will be based on the total annual cost of the annual audit plus one single audit plus the Florida State Loan Audit per year. The Proposal with the lowest total Price Proposal will be awarded all 25 points. All other Proposals will be given points proportionally in relation to the lowest total Price Proposal.	25 Points
	<b>Total:</b>	<b>100 Points</b>

### 1.6 SELECTION PROCESS

<sup>1</sup> Committee members were appointed by the Village Commission Council in accordance with Section 218.391, Florida Statutes. The Village's Finance Director shall serve in an advisory capacity to the Committee.

- 1.6.1 Staff Level Review for Compliance with Minimum Requirements.** A member of Village Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Village Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.
- 1.6.2 Auditor Selection Committee.** The Auditor Selection Committee shall review and evaluate the responsive Proposals during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents. The Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required Services after considering the evaluation criteria set forth above. If fewer than three firms respond to the request for proposal, the committee shall recommend such firms as it deems to be the most highly qualified.
- 1.6.3 Oral Presentations (if requested by Auditor Selection Committee).** The Auditor Selection Committee may call the short-listed Respondents for oral presentations before the Auditor Selection Committee regarding their Proposal, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the Principal In Charge and the staff identified in the Proposal. Additional details on the oral presentations may be provided to the short-listed Consultants. If oral presentations are requested by the Auditor Selection Committee, the oral presentation will be worth 25% in the final scoring and the original Proposal will be worth 75%. The Village will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Auditor Selection Committee shall rank the Respondents and provide its written recommendations to the Village Manager.
- 1.6.4 Recommendation to Village Commission.** After short-listing of the top three Respondents deemed to be responsible by the Auditor Selection Committee, the Village Manager will present a recommendation to the Village Commission with the Auditor Selection Committee's rankings and recommendations for consideration by the Village Commission and the Village Manager's recommendation for award or rejection of all proposals for approval at a Commission meeting.
- 1.6.5 Village Commission Meeting to Select Consultant and Award Contract.** The Village Commission will select the Respondent that is the highest-ranked qualified firm and authorize the Village Manager to negotiate and execute a professional services agreement in substantially the form attached hereto as Exhibit "A" with the selected Consultant. The Village Commission shall have the final authority to select the Consultant and award any Professional Services Agreement. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency.
- 1.6.6 Negotiations and Execution of Agreement.** After selection of the Consultant by the Village Commission, the Village Manager or designee(s) shall execute a Professional Services Agreement in substantially the form attached hereto as Exhibit "A" with the selected Consultant at compensation that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to



negotiate a satisfactory contract with the selected Consultant at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.

- 1.6.7** The Village reserves the right to reject any or all proposals which are in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Consultant.

**END OF SECTION 1**

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

**2.1. OBJECTIVE**

North Bay Village is requesting proposals from experienced and qualified auditing firms (Auditors) to establish a multi-year contract for providing auditing services. The successful Consultant shall be responsible for providing auditing services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

**2.2. BACKGROUND INFORMATION**

North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Miami-Dade County, between the cities of Miami and Miami Beach. It is comprised of an area of approximately 1.5 square miles and the Village's estimated population is around 7,930.

The Village's fiscal year begins October 1 and ends September 30th.

The Village operates under a Manager-Commission form of municipal government.

The Village provides the following services: public safety (police), public works (streets, urban beautification, trees), community development (economic development, planning-zoning, building inspections), sanitation, parks, culture-recreation, public improvements, general administrative services.

North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted United States Post Office facilities
- Tot Lot Playgrounds
- Community Parks
- Water, Sewer, and Sanitation service
- Transportation Fund-CITT funds

The Village employs approximately 82 full time employees and administers a combined operating budget of \$11,037,714 for FY 2023-2024.

The Village accounting system is partially automated.

The Village's integrated financial system is ERP 10 from TYLER TECH. Accounting, Utility Billing, Accounts Receivable and Cash Receipts.

Payroll processing is provided by UKG Inc., a payroll service company.

In fiscal year 2022-2023, the audit services were provided at a fee of \$65,300 for the financial audit and \$10,500 each for the Federal Single Audit and Florida Single Audit as required for fiscal year 2022-2023.

A copy of the Village's Annual Comprehensive Financial Report (ACFR) for the fiscal year ending September 30, 2023, is available on-line at <https://northbayvillage-fl.gov/finance-department/#CAFR>.

### **2.3. SCOPE OF SERVICES**

Section 11.45, Florida Statutes, requires each local government entity to have completed, within not more than 9 months following the end of each audited fiscal year, an annual financial audit of its accounts and records.

The entity to be audited is North Bay Village, Florida. The funds to be audited are those included or includable in the Village's Annual Comprehensive Financial Report (ACFR).

The Village is soliciting proposals from qualified certified public accounting firms to audit its financial statements for the fiscal years ending September 30, 2024, 2025, and 2026, with the Village's right to renew for two (2) additional years, for the fiscal years ending September 30, 2027 and 2028.

The Village's accounting personnel will prepare and provide copies of working trial balances used to prepare the financial statements. The footnotes are prepared by the Village's Finance Department. The audit firm will prepare the basic financial statement from their work papers. The Village's accounting personnel will be available during the audit to assist the Auditor by providing information, documentation, and explanations.

Office space up to 350 sf will be provided in close proximity to the financial records. Telephones will be made available as well as the use of a copier, and internet access during the engagement. The Auditor will be required to provide their own equipment and other office materials.

### **2.4. AUDITOR'S RESPONSIBILITIES AND SERVICES**

The selected auditing firm's responsibilities and services will include, but not be limited to, the following:

1. The Village desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States of America. The financial audit shall meet the requirements of the State of Florida State Statutes and the Village's Municipal Charter.
2. The auditor shall also prepare required management reports and any other reports as may be required. The auditor shall also perform certain limited procedures involving required supplementary information as may be required by the State Statutes, the Florida Auditor General, the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants (AICPA), as mandated by generally accepted auditing standards.
3. The audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and generally accepted government auditing standards as promulgated by the General Accounting Office (GAO) and the Rules of the Auditor General of the State of Florida, the standards of financial audits.
4. The Village will require one (1) electronic copy of the financial statements provided by the audit firm. The auditor will assist in the preparation of the financial statements and footnotes.
5. The auditor shall be required to make an immediate written report of all fraud and illegal acts of which they become aware to the Finance Director and the Village Manager.
6. All working papers and reports must be retained at the auditor's office and at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Village of the

need to extend the retention period. The auditor will be required to make working papers available upon request to the Village.

7. When requested, participate in person at Village Commission meetings.
8. Throughout the year, additional work may be requested from the auditing firm such as verification of data used in official statements, assistance with special financial projects, tax services, pension assistance, and management advisory services. A schedule of compensation rates for these various types of additional work shall be included reflecting hourly rates applicable to projects which may be requested and negotiated with the Village.
9. Serve as a general resource to the Village staff.
10. The auditor is required to audit Federal and State Awards in accordance with the Federal and Florida Single Audit Acts respectively.

## **2.5. AUDITING STANDARDS TO BE FOLLOWED**

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

1. Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants;
2. Audit and Accounting Guide – Audits of State and Local Government Entities published by the American Institute of Certified Public Accountants
3. The standards for financial audits set forth in the U.S. Government Accountability Office’s Government Auditing Standards;
4. Government Auditing Standards published by the Comptroller General of the United States.
5. Uniform Guidance for Federal Awards – 2 CFR Part 200;
6. The Florida Single Audit Act;
7. State and Local Governments, Audit and Accounting Guide – AICPA;
8. Section 11.45, Florida Statutes;
9. State of Florida Department of Financial Services standards, rules, and regulations;
10. Rules adopted by the State of Florida Auditor General for form and content of governmental unit audits (Chapter 10.550 and 10.600, Rules of the Auditor General);
11. Statements and interpretations issued by the Financial Accounting Standards Board, if applicable;
12. United States Office of Management and Budget (OMB), Circular No. A133, and any other applicable circular issued by OMB;
13. Single Audit Act of 1984, Public Law 98-502 and amendments of 1996, Public Law 104-15;
14. Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;
15. Statements issued and adopted by the Governmental Accounting Standards board;
16. ;Any other applicable Federal, State and Local laws, rules, or regulations.

Any updates of, or amendments to, these described auditing standards are to be incorporated in future audits performed by the selected auditor performing auditing engagements for the Village in future fiscal years.

The Village expects the auditor to express an opinion on the presentation of its financial statements and the aggregate remaining fund information in conformity with applicable accounting principles generally accepted in the United States of America.

The audit shall be an annual audit as defined in section 11.45(1)(b), Florida Statutes, and shall be conducted in accordance with auditing standards generally accepted in the United States of America as well as the standards listed above.

A Single Audit in accordance with the Federal and State Single Audit Acts and related professional guidance shall be conducted as required. The auditor shall provide the Village with any required letters and schedules related to this audit.

The audit shall also include a review of the financial report provided to the Florida Department of Financial Services (FLDFS) to ensure consistency with the ACFR.

An opinion letter on the financial statements taken as a whole as well as any additional reports required by the Uniform Guidance, Florida Single Audit Act, and Chapter 10.550, Rules of the Auditor General shall be delivered to the Village no later than February 15<sup>th</sup> following the end of the fiscal year under audit. These reports shall be included in the Annual Comprehensive Financial Report by the Village.

The auditor shall submit, not later than February 15<sup>th</sup> following the end of the fiscal year under audit, any management weaknesses observed, assess their effect on financial management and propose steps to correct or eliminate those weaknesses. It is the Village's intent that all fieldwork related to the audit shall be completed by January 31<sup>st</sup> following the end of the fiscal year under audit.

The auditor shall provide the Village with all required reports for the Annual Comprehensive Financial Report in a PDF format so that the Village can reproduce as many originals as necessary.

The partner in charge of the audit and the audit manager or other CPA assigned to the audit agrees to communicate with the Village Manager or designee, or the Village Commission, as deemed necessary.

Report preparation, editing, printing and distribution of twenty (15) copies of the Annual Comprehensive Financial Report (ACFR) to the Village shall be the responsibility of the auditor.

The auditor shall assist the Village in the physical compilation of the Annual Comprehensive Financial Report. The Village shall retain ultimate responsibility for preparation of this document, however, the auditor shall provide the following assistance:

1. Proof reading of entire document
2. Verification of implementation of recommended improvements from prior year submission to GFOA under the Certificate of Achievement program.
3. Review application for the annual Certificate of Achievement for Excellence in Financial Reporting.
4. Overall review including layout, design, and suggested improvements.

Timeliness is critical in the performance of the audit. The auditor will coordinate with the Finance Director and endeavor to accomplish the audit in a phased-in approach throughout the year in order to reduce the year-end workload on both the audit firm and Village staff. The Village will make necessary records available to the auditor throughout the year to assist in this regard. In addition, the Village will make end-of-year records available to the auditor on or before December 15<sup>th</sup> after the end of the fiscal year under audit.

The auditor shall report to the Village, at least weekly, the status of any potential audit adjustments so that the Village may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the Village no later than February 1<sup>st</sup> following the end of the fiscal year under audit. The auditor shall also be responsible for performing procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by auditing standards generally accepted in the United States of America.

The auditors shall also observe the adequacy of the systems of internal control. If weaknesses are noted, appropriate recommendations should be reviewed with the appropriate Village officials.

The Village may issue one or more official statements for the sale of bonds during the term of the engagement for the Services. The official statement will contain the financial statements or an extraction from the ACFR. The auditor shall be required to issue, upon request, "comfort letters" and other documents necessary to issue the bonds. Unless significant additional staff time is required of the auditor, fees for such requests made by the Village shall be included in the base fee submitted by Proposer for the annual financial audit.

The work papers shall be held locally for a period of five years. Work papers shall be available for examination or duplication without charge to authorized Village personnel, representatives of Federal or State Agencies upon request of that Agency or the Village in accordance with Federal Law, State Law and other regulations, and to parties designated by the federal government or by the Village as part of an audit quality review process.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The auditors agree to notify the Village immediately if any regulatory or other government agency requests a review of the audit work papers concerning the Village or any other government client audited by the audit firm.

The auditor agrees to notify the Village immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the firm's staff or the firm itself.

The auditor must designate one (1) "key" member of the audit team. The Village shall reserve the right to approve any substitutions or changes in those staff designated as "key".

Auditor shall provide the Village with a copy of each external quality control review (peer review) conducted during the time period engaged by the Village. In the event that a firm has been formed so recently that no peer reviews have been undertaken, the Proposer should state so in the response to the RFP. If available, the Proposer may submit peer reviews from any predecessor firms, however, a newly formed firm will not be eliminated from the proposal process simply because no peer reviews have been conducted in the new firm's name.

The auditor shall provide the Village with a list of all schedules to be prepared by the Village. Finance Department staff will be available during the audit to provide information, documentation and explanation to the auditors.

The auditor shall present the completed ACFR to the Village Commission during the month of February following the September 30<sup>th</sup> year end.

The successful "Proposer" shall be required to provide additional services, not specifically addressed above, to other Village departments, agencies, boards, trusts, etc. who may, from time to time, require auditing services. Services may be contracted with those entities at time of need and a separate contract executed for provision of said services.

## **2.6. REPORTS TO BE ISSUED**

Following the completion of the audit of the Village's financial statements for the fiscal year ending September 30th, the auditor shall issue:

1. An Independent Auditors' Report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. Pursuant to an audit conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.
2. An Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters based on an audit of Financial Statements Performed in Accordance with Government Auditing Standards.
3. An Independent Auditors' Report on Compliance for the Major Federal Programs and Major State Projects and on Internal Control over Compliance required by the Uniform Guidance and Chapter 10.550, Rules of the Auditor General.
4. Management letter in accordance with the Rules of the Auditor General of the State of Florida, Chapter 10.550.
5. An Independent Auditors' Report on Compliance with the Requirements of Section 218.415 Florida Statutes.
6. A schedule of findings and questioned costs.
7. Any other required reports and schedules required by Federal and State Single Audit Acts or other audit requirements.
8. If required by the Single Audit Act, the schedule of federal financial assistance and related Auditor's report, as well as the reports on internal and state controls and compliance.

In the required report(s) on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report. Non-reportable conditions discovered by the Auditors shall be reported in a separate management letter.

The report on compliance shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter.

*Irregularities and illegal acts.* The auditors shall be required to make an immediate, written report to the Finance Director and Village Manager of all irregularities and illegal acts or indications of illegal acts of which they become aware.

## **2.7. REPORTING TO THE FINANCE DIRECTOR AND THE VILLAGE MANAGER**

Auditors shall also disclose the following to the Village Manager and Finance Director:

1. The auditor's responsibility under auditing standards generally accepted in the United States of America, and assurances that the independent auditor is currently licensed, and that the members of the audit team have the minimum required Continuing Professional Education credits required for performing audits under Government Auditing Standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Other information in documents containing audited financial statements.
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

## **2.8. SPECIAL CONSIDERATIONS**

The Village will submit its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. It is anticipated that the auditor will be required to provide any special assistance deemed necessary to the Village in order to meet the requirements of that program.

The Village currently anticipates that it will not issue any official statements in connection with the sale of debt securities. However, if the Village determines it to be in their best interest to issue new debt or refinance existing debt the official statements may be required which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any other "comfort letters".

The Schedule of Expenditures of Federal Awards and State Financial Assistance Projects and related auditor's reports, as well as the reports on compliance and internal controls are to be issued as part of the ACFR.

**END OF SECTION 2**



**SECTION 3**  
**GENERAL INFORMATION**

**3.1     GENERAL INFORMATION.**

The provisions provided in this Section 3 shall govern this RFP and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFP.

**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;
- 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 the [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 RFP so as to clarify any provision contained herein and/or to facilitate proposals. The Village has made efforts to provide accurate and complete information in this RFP. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP 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 RFP prior to the Proposal submittal deadline, the Village will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.
- 3.5 CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Consultant shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Respondent's ability to fulfill the requirements of the RFP.

**3.7 INTERVIEWS.** The Village reserves the right to short list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

**3.8 PROPOSALS AND PRICES BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.**

**3.8.1 Proposals Binding.** All Proposals submitted shall be binding upon the Respondent for 180 calendar days following opening.

**3.8.2 Firm Pricing.** If the Respondent is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the term of the Agreement.

**3.8.3 Proposal Withdrawal.** Respondents may withdraw their proposals from consideration by the Village pursuant to this RFP by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity prior to withdrawing their proposals from consideration by the Village pursuant to this RFP.

**3.8.4 Retention of Proposals.** Proposals, once opened, become the property of the Village. The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Consultant is selected.

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

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

**3.10 IRREGULARITIES; RESERVATION OF RIGHTS.** Proposals 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 proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

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.

**Section 3. Proposal Submission Requirements and Evaluation**

- 3.11 LOBBYIST REGISTRATION.** Respondent 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 305-756-7171 or [villageclerk@nbvillage.com](mailto:villageclerk@nbvillage.com) for additional information.
- 3.12 PROPOSAL/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 3.13 LATE SUBMISSIONS.** Proposals received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the Village. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The Village shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.
- 3.14 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.
- 3.15 PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 3.16 LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 3.17 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFP. The terms of the agreement may be negotiated upon selection of Consultant.
- 3.18 COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Respondent 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 Consultant(s) at no cost for the Consultant'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.
- 3.19 INSURANCE.** Consultant shall secure and maintain throughout the duration of this RFP 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Consultant'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 Respondent shall provide a waiver of subrogation for the benefit of the Village. The Consultant 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

**3.20 Bonds. [INTENTIONALLY OMITTED].**

**END OF SECTION 3**

**SECTION 4**  
**FORMS, AFFIDAVITS, AND EXHIBITS**

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

**FORMS**

**Form 1: Proposal 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: Price Proposal**

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

**EXHIBITS**

**Exhibit A: Form of Professional Services Agreement**

**FORM 1**  
**PROPOSAL CHECKLIST**

- \_\_\_\_\_ Form 1:            Proposal 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:           Price Proposal
- N/A \_\_\_\_\_ Form 13:       Bid Security/Bid Bond (unless waived)

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

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

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

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

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

**FORM 2**  
**COMPANY QUALIFICATIONS QUESTIONNAIRE**

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

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

---

Firm Name

---

Principal Business Address

---

Telephone Number

Facsimile Number

---

Email Address

---

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

**FIRM HISTORY AND INFORMATION**

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

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

---

Document Number

Date Filed

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

---

Category

License No.

Date Licensed

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

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

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

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



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

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

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

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

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

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

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

<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: \_\_\_\_\_

### **FIRM OWNERSHIP**

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

Owner/Partner Name	Title	Ownership (%)

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

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

Owner/Partner Name	Other Entity Name	Ownership (%)

### **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:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Seal)

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

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

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

**In the presence of:**

**Signed, sealed and delivered by:**

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida

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

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

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

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

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

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

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

**FORM 4**  
**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

**FORM 5**  
**SINGLE EXECUTION AFFIDAVITS**

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

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

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

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

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

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

**Americans with Disabilities Act Compliance Affidavit**

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Respondent Initials

**Public Entity Crimes Affidavit**

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

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

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

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

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

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

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

**(INDICATE WHICH STATEMENT APPLIES.)**

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to



entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

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Respondent Initials

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

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

---

Respondent Initials

**Business Entity Affidavit**

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

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Respondent Initials

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

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

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Respondent Initials

#### **Scrutinized Companies**

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel as defined in Section 215.4725, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or engage in a boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for one million dollars or more, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and are not engaged in 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 RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engage in business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. 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.

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Respondent Initials

#### **Acknowledgment, Warranty, and Acceptance**

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.

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

\_\_\_\_\_  
Respondent Initials

**Ownership Disclosure Affidavit**

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

Name	Address	Ownership (%)

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

Name	Address

\_\_\_\_\_  
Respondent Initials

#### **Truth in Negotiation Certificate**

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

\_\_\_\_\_

Respondent Initials

**Prohibition on Contingent Fees**

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

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Respondent Initials

**Prohibition Against Consideration of Social, Political, or Ideological Interests**

Pursuant to Section 287.05701(2), Florida Statutes, the Consultant acknowledges that the Village has not requested documentation of or considered the Consultant's social, political, or ideological interests to determine if the Consultant is a responsible proposer. In addition, the Consultant acknowledges that the Village has not and will not given preference to any proposer based on their social, political, or ideological interests.

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Respondent Initials

**Prohibition on Use of Coercion for Labor or Services**

The Consultant warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term "coercion" means:

5. Using or threatening to use physical force against any person;
6. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
7. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

8. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
9. Causing or threatening to cause financial harm to any person;
10. Enticing or luring any person by fraud or deceit; or
11. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Consultant is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

\_\_\_\_\_  
Respondent Initials

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

In the presence of:

Signed, sealed and delivered by:

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

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida

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

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

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

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

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

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

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

**FORM 6**

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

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

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

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

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

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

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

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



**FORM 7**  
**DISPUTE DISCLOSURE**

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

**FORM 8**  
**KEY STAFF & PROPOSED SUBCONTRACTORS**

**KEY STAFF**

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

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

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

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

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

### **PROPOSED SUBCONTRACTORS**

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Respondent 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 Respondent's proposal. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

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

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

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

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

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

**FORM 9**  
**REFERENCES**

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

**REFERENCE #1**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Is the Contract still Active?** Yes \_\_\_\_\_ No \_\_\_\_\_

**REFERENCE #2**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**REFERENCE #3**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**FORM 10**  
**E-VERIFY AFFIDAVIT**

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

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

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

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

In the presence of:

Signed, sealed and delivered by:

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

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**FORM 12**  
**PRICE PROPOSAL**

Fiscal Year ended Sept. 30	Financial Statement Audit and CFAR Issuance	Single Audit Services (if applicable)	Florida State Loan Audit (if applicable)	The Children's Trust Program Audit (if applicable)
2024	\$	\$	\$	\$
2025	\$	\$	\$	\$
2026	\$	\$	\$	\$
2027 (Option Year 1)	\$	\$	\$	\$
2028 (Option Year 2)	\$	\$	\$	\$

**Please provide hourly fees for additional services on a separate sheet.**

The undersigned hereby agrees to furnish the above services at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded the agreement by the Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the Respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

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

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

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

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

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

**FORM 13**  
**BID SECURITY/BID BOND**  
**INTENTIONALLY OMITTED**

**EXHIBIT A**  
**FORM OF PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**NORTH BAY VILLAGE**  
**AND**  
**[INSERT NAME]**

**THIS AGREEMENT** (this “Agreement”) is made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”) and [INSERT NAME] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the “Consultant”).

**WHEREAS**, the Village desires certain to improve its operational efficiencies; and

**WHEREAS**, the Consultant will perform services on behalf of the Village, all as further set forth in Exhibit A, attached hereto (the “Services”); and

**WHEREAS**, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

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

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

**1. Scope of Services.**

- 1.1.** Consultant shall provide the Services set forth in Exhibit “A” attached hereto and incorporated herein by reference (the “Services”).
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

**2. Term/Commencement Date.**

- 2.1.** The term of this Agreement shall be from the Effective Date through three years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for up to two additional one year periods on the same terms as set forth herein upon written notice to the Consultant.

2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

**3. Compensation and Payment.**

3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A."

3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

**4. Subconsultants.**

4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.

4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

**5. Village's Responsibilities.**

5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

**6. Consultant's Responsibilities; Representations and Warranties.**

6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

**6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

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

**8. Termination.**

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

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

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

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

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

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

- 9.1.2. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Consultant must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

- 9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 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.
- 9.1.4. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit. If Professional Liability Insurance is required, the Village shall select this box: ☒.

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

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and

any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

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

**11. Attorneys Fees and Waiver of Jury Trial.**

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

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

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

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

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

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature

page of this Agreement or such other address as the party may have designated by proper notice.

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

**15. Entire Agreement/Modification/Amendment.**

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

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

**16. Ownership and Access to Records and Audits.**

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

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

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

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

**16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant



shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

**16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.

**16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

**16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.**

**17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

**18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:
- 24.1.      Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 24.2.      Scrutinized Companies.** Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, 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, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- 24.3.      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 entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

- 24.4. Noncoercive Conduct Affidavit.** Pursuant to 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 entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- 24.5. Prohibition on Contracting with Entities of Foreign 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. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26. Non-Exclusive Agreement.** The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.
- 27. Most Favored Nation.** If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.
- 28. Termination Due To Lack of Funding.** This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.
- 29. Background Checks.** Prior to the execution of this Agreement, the Consultant shall furnish the Village with a copy of a screening and background check, including a criminal background check for Consultant, its officials, agents, employees or subcontractors providing Services under this Agreement. The Consultant shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide Services under this

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

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

**30.1.** First Priority: Base Agreement;

**30.2.** Second Priority: Exhibit A – Scope of Services.

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



## E-VERIFY AFFIDAVIT

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

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

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

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

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

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

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

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

\_\_\_\_\_  
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

**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, proposal, 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: \_\_\_\_\_

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

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

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