



NORTH BAY VILLAGE

REQUEST FOR PROPOSALS

No. 2025-005

PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS)

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.



NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION	
Solicitation Number:	RFP #2025-005
Solicitation Name:	Purchase and Sale of Transferable Density Rights (TDRs) Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "RFP") at https://northbayvillage-fl.gov/bids-rfps/ or through the Onvia DemandStar portal (www.demandstar.com). The RFP contains detailed information about the scope, submission requirements, and selection procedures.
Solicitation Scope:	The Village is soliciting proposals from owners of real property within North Bay Village for the purchase of transfer of density rights (TDRs)
Pre-Proposal Meeting (non-mandatory):	None
Written Questions Deadline:	May 29, 2025 at 3:00 p.m. 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: procurement@nbvillage.com .
Solicitation Closing:	June 5, 2025 at 3:30 p.m. Proposals must be submitted electronically at www.demandstar.com . Proposals received after the deadline will be returned unopened. Respondents are responsible for ensuring that their proposal is received by the deadline.
Proposals Opening:	June 5, 2025 at 3:30 p.m. via Zoom. Zoom Meeting ID: 824 8229 4870 Zoom Password: 262343 Proposals will be opened publicly.
Anticipated Award Date	June 17, 2025 at 6:00 p.m. 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: procurement@nbvillage.com
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 owners of property within the Village (“Respondents”) for the conveyance of transferred density rights (“TDRs”) that are owned by the Village, as further explained in Section 2 of this solicitation.

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.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	5-22-2025	2:00 p.m.
3	Closing Date for Respondent Questions	5-29-2025	3:30 p.m.
4	Village’s Answers to Questions by Respondents	6-2-2025	3:30 p.m.
5	Proposals Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access)	6-5-2025	3:30 p.m.
6	Village Manager Issues Recommendation to Commission	6-10-2025	n/a
7	Commission Meeting to Award	6-17-2025	6:00 p.m.
8	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 Respondent’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 Respondent and the Village; date; and subject “Proposal for RFP No. 2025-005 for Purchase and Sale of Transferable Development Rights (TDRs).”

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 Interest: A Letter of Interest shall be provided that briefly introduces the Respondent and, in a brief and concise manner, the matters set forth in Section 2 of this RFP. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to this RFP. The transmittal letter shall not exceed two (2) pages in length.

Tab D. Property Owner's Qualifications: Owners of real property in the Village who are interested in purchasing TDRs must provide the following:

1. Respondents shall provide a brief profile of their company, which should include their entity name, history, corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence.
2. Disclosure of entity's principals and/or beneficial owners
3. Biography, resume, curriculum vitae (CV), or other documents that describe your experience. For teams, include information for all team members.
4. Respondents must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

Tab E. Financial Capacity: The Respondent must provide evidence of financial capability of purchasing TDRs and constructing a project as follows:

1. The evidence of financial capability shall consist of one or more of the following:
 - i. Bank statements;
 - ii. Financial institution's certification of funds availability;
 - iii. Financial institution's certification of loan availability (lender commitment); and/or
 - iv. List of assets.
2. In addition to the evidence requested above, the Respondent shall provide any other relevant information that demonstrates the proposer's financial capability to complete the purchase of TDRs as proposed and to complete construction.

Tab F. Property Information: Respondents shall provide the following information about the property owned by the Respondent in the Village:

1. Folio number and address, if assigned, of property owned by the Respondent in the Village's RM-70 Zoning District.
2. Proof of Respondent's ownership of real property in the Village (e.g., deed)
3. Miami-Dade Property Appraiser Detailed Report information for the property owned by the Respondent in the Village.

Tab G. Proposed Project and Timing of Project. Respondents shall provide the following information about the project proposed within the Village:

1. A description of the project for which the TDRs are anticipated to be used, including location, number of units, estimate of floor area, parking, and other relevant information.

2. Anticipated timing for development, including pre-development entitlement phase, construction plans, construction permitting, and construction period.
3. Statement of benefit to the Village that is anticipated (*i.e.*, why is the proposed project good for the Village?).

Tab H. Price Proposal: Submit Form 12 to provide the signed, firm, fixed amount for the quantity of TDRs Respondent seeks to purchase and the timing of the payments for the purchase of the TDRs.

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

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

1.5 EVALUATION CRITERIA

Award shall be made to one or more owners of property in the Village's RM-70 Zoning District whose Proposal(s) for conveyance of TDRs is/are determined to provide the most value to the Village; who have prior experience in development and a successful track record; whose proposed project in the Village is consistent with the Village's land use and development plans; who have the financial capability of purchasing the TDRs and constructing and completing a project in the Village; and who are otherwise qualified and capable of development. These criteria shall be evaluated and awarded points in accordance with Table 1 below. The Respondents will be ranked in order of highest number of points to lowest and recommended for award based on such rankings.

TABLE 1: Criteria for Award		
Category	Criteria	Maximum Points
1	Property Owner's Qualifications Experience and background in development To include years of development experience, ability, capacity and skill of firm(s).	20 Points
2	Financial Capacity Financial capability of purchasing TDRs and constructing a project	10 Points
3	Proposed Project To include project approach, timeline for development, benefits to the Village	10 Points
4	Experience With Previous Projects To include completion of and a positive track record with similar development projects	10 Points
5	Price Proposal (Form 12) The scoring of the Price Proposal will be based on the information contained in Form 12. The Proposal with the highest total purchase price will be awarded all 50 points. All other Proposals will be given points proportionally in relation to the highest total Price Proposal. Proposals shall primarily be evaluated based on a present value calculation as of the date of award, using the [BENCHMARK RATE] as the specified rate of return.	50 Points
Total:		100 Points

1.6 SELECTION PROCESS

- 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 Review by Village Manager.** The Village Manager shall review and evaluate the Proposals. The Village Manager may appoint a committee to review the Proposals.
- 1.6.3 Recommendation to Village Commission.** The Village Manager will present a recommendation to the Village Commission with rankings and the Village Manager's recommendation for award or rejection of all proposals for approval at a Commission meeting. Prior to Commission consideration, the Manager may negotiate the terms of any conveyance with any proposer who has been recommended for award. The terms of such conveyance shall be presented to the Commission for consideration of award and approval of terms.
- 1.6.4 Village Commission Meeting to Approve Sale and Award Contract(s).** The Village Commission will select the Respondent(s) that are the highest-ranked qualified proposers and authorize the Village Manager to negotiate and execute an agreement in substantially the form attached hereto as Exhibit "A" with the selected Respondent(s). The Village Commission shall have the final authority to select the Respondent(s) and award any purchase and sale agreement. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. The Village Commission reserves the right to award the TDRs to one or more, or none, of the bidders, and apportion the TDRs as they see fit, based upon their determination of the best interests of the Village, its residents, and property owners.
- 1.6.5 Negotiations and Execution of Agreement.** After selection of the Respondent(s) by the Village Commission, the Village Manager or designee(s) shall execute an Agreement in substantially the form attached hereto as Exhibit "A" with the selected Respondent at the sales price utilized in the Respondent's Proposal and 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 Respondent upon terms and conditions that the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Village Manager or designee(s) may then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, may continue to each next highest-ranked Respondent until a satisfactory contract may be negotiated.
- 1.6.6** 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 Respondent.

END OF SECTION 1

SECTION 2.
PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDRS)

2.1. BACKGROUND INFORMATION

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

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for. The Village has 24 TDRs that have not been committed to specific approved site plans under the Program. The Village's Comprehensive Plan does limit eligible receiving sites but does not differentiate between receiving sites based on where they are located. Treasure Island has 24 TDRs remaining. The Village's TDR Program permits Treasure Island TDRs to be utilized in Harbor Island.

On June 11, 2024, the Village Commission adopted [Ordinance No. 2024-006](#) amending Section 8.13 of the ULDC to implement additional procedures for award and transfer of density rights.

On March 18, 2025, the Village Commission directed that a solicitation be issued for sale of TDRs with a minimum sales price of \$150,000 and \$125,000 per TDR for waterfront and non-waterfront properties, respectively.

2.2. SECTION 8.13 OF THE ULDC – TRANSFER OF DENSITY RIGHTS (TDR) PROGRAM

Section 8.13 of the ULDC provides as follows:

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

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

A. Sending Sites.

The sending sites shall be land currently owned by the Village. Any and all Village-owned property shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Except as set forth in subsection E, density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be

filed by the Village Clerk. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

B. *Receiving Sites.*

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

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

Except as set forth in subsection E, requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 of the ULDC. The resulting density shall not exceed the limitations set forth in the comprehensive plan and this code and building height following the use of transferred units shall not exceed thirty percent (30%) of the maximum building height (including all other available bonuses) of the receiving site. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

D. *Fees.*

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

E. *Window for Transfer of Uncommitted TDRs.*

1. *Competitive Process.* At any time and for any reason, the Village Commission may open a competitive process to accept proposals for conveyance of TDRs the Village owns that have not been approved for transfer in connection with an approved site plan. The competitive process shall be publicly noticed, and any Village property owner shall be entitled to submit a proposal. The process shall set forth the terms of evaluation of proposals, but in no event shall the cost component of proposals be accepted if they are for less than the then-applicable Community Contribution Fee. The Village may award some or all of its available TDRs to one or more proposers, or to one or more properties of any individual proposer, and may award more TDRs to a property than the maximum total density permitted in the comprehensive plan.
2. *Payment.* The process shall set forth a date upon which the cost of awarded TDRs shall be paid to the Village, which in no event shall be more than one-hundred-fifty (150) days from the date of award. Once payment of the full amount is made on or before the due date set forth in the competitive process documents, awarded TDRs shall be transferred to the property owned by the awarded proposer. If the awarded proposer does not make timely payment on or before the due date, the award shall be forfeit and the Village may terminate the competitive process or award such TDRs to the next highest ranked proposer.
3. *Records.* As a condition of transfer, the Village shall record a declaration of restriction on its property, recognizing the awarded TDRs and the remaining number of TDRs on the sending site, if any. The *Planning and Zoning Official* shall track and keep an official tally of the awarded TDRs to each property.
4. *Subsequent Conveyance of TDRs.* In consideration of the accelerated payment of costs for TDRs through any award under a competitive process, transferred TDRs may be conveyed to any eligible receiving site under this Section 8.13 for use in connection with development, subject to the limitations set forth in the comprehensive plan. As a condition of conveyance, any conveyor of TDRs shall (a) pay the Village \$2,500 per conveyed TDR as an administration fee; and (b) record a declaration of restriction on its property acceptable to the Village Attorney, recognizing the conveyed TDRs and the remaining number of TDRs on the conveying site, if any. The *Planning and Zoning Official* shall track and keep an official tally of TDRs, including the property they are conveyed from and the property they are conveyed to.
5. *Site Plan.* Irrespective of an award or purchase of TDRs under this subsection, any development in the Village shall be subject to site plan review and approval by the Village Commission, and any other necessary approvals as required by this ULDC, and no award or purchase of TDRs recognized in this subsection shall be construed as entitling an applicant to site plan approval for a specific number of units, height, or floor area. Owners of TDRs which acquire TDRs through this subsection shall be limited to the maximum density permitted under the comprehensive plan and this code for a given property at time of site plan approval irrespective of how many TDRs they may own or have assigned to the property in the record maintained by the *Planning and Zoning Official*.

2.3. ADDITIONAL INFORMATION

Potential Respondents to this solicitation should be aware of the following:

- 2.3.1. Public Records.** Respondents should assume that responses to this solicitation are a public record unless an applicable exemption exists and which should be identified by the Respondent in its response.
- 2.3.2. Redaction.** Copies of joint venture agreements may be redacted to provide only relevant information for this solicitation (e.g., ownership percentages, principals, control/management structure).
- 2.3.3. Deposits.** Deposits shall be held with the Office of the Village Attorney, Weiss Serota Helfman Cole + Bierman, PL, pursuant to an Escrow Agreement in the form provided in the Exhibits attached hereto. Wire instructions will be provided to the awarded Respondent(s) to make the deposit within the time frame specified in this solicitation.

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. 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.
- 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 Respondent 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 Respondent 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 Respondents and conduct personal interviews or require presentations by any or all Respondents 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 Respondent 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 Respondent, 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 for additional information.
- 3.12 PROPOSAL/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Respondent 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 Respondent 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 Respondent 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 AGREEMENTS.** The selected Respondent(s) should be prepared to execute agreements in substantially the form provided in the Exhibits to this solicitation. The terms of the agreement may be negotiated upon selection/award at the Village's discretion.

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 5-A: E-Verify Affidavit
- Form 5-B: [INTENTIONALLY OMITTED]
- Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern
- Form 6: [INTENTIONALLY OMITTED]
- Form 7: Dispute Disclosure
- Form 8: [INTENTIONALLY OMITTED]
- Form 9: [INTENTIONALLY OMITTED]
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: [INTENTIONALLY OMITTED]
- Form 14: Statement of No Bid (do not include if submitting a response to solicitation)

EXHIBITS

- Exhibit A: Form of Purchase and Sale Agreement Relating to Transfer of Development Rights
- Exhibit B: Form of Escrow Agreement for Transfer of Development Rights
- Exhibit C: Form of Agreement and Deed for Transfer of Development Rights
- Exhibit D: Form of Representations Regarding Transfer of Development Rights
- Exhibit E: Form of Declaration Regarding Transfer of Development Rights

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 5-A: E-Verify Affidavit

N/A _____ Form 5-B: [INTENTIONALLY OMITTED]

_____ Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern

N/A _____ Form 6: [INTENTIONALLY OMITTED]

_____ Form 7: Dispute Disclosure

N/A _____ Form 8: [INTENTIONALLY OMITTED]

N/A _____ Form 9: [INTENTIONALLY OMITTED]

_____ Form 11: IRS Form W-9

_____ Form 12: Price Proposal

N/A _____ Form 13: [INTENTIONALLY OMITTED]

_____ Form 14: Statement of No Bid (do not include if submitting a response to solicitation)

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

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 (%)

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

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

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

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, 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 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.

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.

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.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.

3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Respondent warrants that all information provided by it in connection with this 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 vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Respondent Initials

Ownership Disclosure Affidavit

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

Name	Address	Ownership (%)

--	--	--

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

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Respondent 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 Respondent 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 Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this 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 Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent 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. Respondent understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Prohibition Against Consideration of Social, Political, or Ideological Interests

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

Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Respondent 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:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. 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;

4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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 Respondent 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. Respondent 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 5-A
E-VERIFY AFFIDAVIT

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

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

By submitting a response to this 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: _____

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 5-C
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

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 Respondent 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 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

Property(ies) within North Bay Village jurisdictional limits owned by the Respondent:

Address(es): _____

Folio No(s): _____

TDRS Available for Sale: 24 Minimum Sale Price:¹ \$150,000 for Waterfront Properties
\$125,000 for Non-Waterfront Properties

Number of TDRs to be purchased by Respondent:

Line 1: _____

TDR Purchase Price (stated in US dollars per TDR):

Line 2: \$ _____ **/TDR**

Total Purchase Price (Line 1 multiplied by Line 2 should equal the amount stated in Line 3 in US Dollars):

Line 3: \$ _____ (this amount is exclusive of transaction costs and fees)

Timing of Payments:

Deposit Date: _____ (at minimum, to be deposited within 30 days of Village Commission's award approval)

Deposit Amount: \$ _____ (at minimum, 10% of the amount set forth in Line 3)

Balance Date: _____ (at minimum, no later than 150 days after Village Commission's award approval)

Balance Amount: \$ _____

The undersigned hereby agrees that if awarded by the Village Commission, the undersigned will purchase the TDRs 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 an 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.

Insert Firm Name: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____

¹ The minimum sales price of the TDRs for sale pursuant to this RFP was set by the Village Commission at its March 18, 2025 meeting.

FORM 14
STATEMENT OF NO BID

Please complete and return this form prior to the solicitation opening date.

SOLICITATION NAME: _____

SOLICITATION NO: _____

COMPANY NAME: _____ PHONE NO: _____

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

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

REMARKS:

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

Typed Name

Title

Signature

Date

EXHIBITS TO BE ADDED

Exhibit A: Form of Purchase and Sale Agreement Relating to Transfer of Development Rights

Exhibit B: Form of Escrow Agreement for Transfer of Development Rights

Exhibit C: Form of Agreement and Deed for Transfer of Development Rights

Exhibit D: Form of Representations Regarding Transfer of Development Rights

Exhibit E: Form of Declaration Regarding Transfer of Development Rights

RFP EXHIBIT A

PURCHASE AND SALE AGREEMENT RELATING TO TRANSFER OF DEVELOPMENT RIGHTS

This Purchase and Sale Agreement Relating to Transfer of Development Rights (the “Agreement”) is made as of this _____ day of _____, 2025 (the “Effective Date”) by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation (the “Seller”) and **[INSERT NAME]**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (the “Purchaser”). Collectively, Seller and Purchaser are each also referred to as a “Party” and collectively as the “Parties.”

WHEREAS, Seller owns the parcel of land located within North Bay Village, Florida, known as Galleon Street located at 1851 Galleon Street, that is more fully described on Exhibit “A” attached hereto and made a part hereof (the “Sending Property”); and

WHEREAS, the Sending Property has not been developed with residential units, and pursuant to Section 8.13 of the North Bay Village Unified Land Development Code (the “ULDC”), is entitled to transfer density rights to units to eligible properties as follows:

Property	Transferrable Density Rights	Remaining Units After Transfer*
Galleon	24	0

* assuming the closing occurs on the purchase and sale agreement for the transfer of the right to develop XX dwelling units to [INSERT NAME] on the properties located at [INSERT ADDRESS]; provided, however, that this transaction is not contingent on such closing.

; and

WHEREAS, Purchaser owns the parcel of land located at [INSERT ADDRESS], North Bay Village, Florida (identified for property tax purposes by Folio No. INSERT) that is more particularly described in the attached Exhibit “B” (the “Receiving Property”); and

WHEREAS, pursuant to Resolution No. 2025- XXX adopted on [INSERT DATE], 2025 by the North Bay Village Commission awarded Request for Proposals No. 2025-XXX to Purchaser, among others, the Parties wish to enter into this Agreement by which Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, the rights to develop [INSERT NUMBER] residential dwelling units (the “Transferred Dwelling Units”) for use on the Receiving Property (including at any location within a unified development site that includes the Receiving Property) subject to the limitations of the ULDC and the Comprehensive Plan, or resale in the manner set forth in the ULDC; and

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby conclusively acknowledged by the Parties hereto and in

RFP EXHIBIT A

consideration of the premises, conditions and covenants herein contained, Seller and Purchaser do hereby mutually agree as follows:

1. **Recitals.** The foregoing recitals are true, correct, and are made a part of this Agreement.
2. **Agreement to Sell and Purchase.** Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase and accept from Seller, subject to the terms and conditions hereinafter set forth, any and all Transferred Dwelling Units, subject to the limitations of the ULDC and the Comprehensive Plan.
3. **Purchase Price.** The purchase price ("Purchase Price") to be paid for the Transferred Dwelling Units shall be [INSERT PURCHASE PRICE IN WRITTEN FORMAT] (\$INSERT PURCHASE PRICE IN NUMERICAL FORMAT) which shall be payable by Purchaser as follows:
 - a. An initial deposit of [INSERT AMOUNT NO LESS THAN 10% OF PURCHASE PRICE] percent (INSERT%) has been/shall be paid by Purchaser to Seller on or before [INSERT DATE NO MORE THAN 30 DAYS AFTER COMMISSION APPROVAL OF SALE], 2025, in the sum of [INSERT INITIAL DEPOSIT AMOUNT IN WRITTEN FORMAT] (\$INSERT INITIAL DEPOSIT AMOUNT IN NUMERICAL FORMAT) ("Initial Deposit") which is being/shall be held by Seller pursuant to that certain TDR Escrow Agreement dated [INSERT DATE OF ESCROW AGREEMENT], 2025 between Seller and Purchaser.
 - b. The balance of the Purchase Price, in the sum of [INSERT BALANCE AMOUNT IN WRITTEN FORMAT] (\$INSERT BALANCE IN NUMERICAL FORMAT) shall be paid at Closing by wire transfer of immediately-available funds ("Cash to Close") by Purchaser to Seller in accordance with the provisions hereof.
 - c. Purchaser further acknowledges and agrees that it must obtain site plan approval from the Village Commission prior to any development of the Receiving Property, that such site plan approval must include the Transferred Dwelling Units in order to be included in the development of the Receiving Property, and that Purchaser assumes all risk of not receiving site plan approval. This sub-Section 3.c shall survive Closing until such time as it is incorporated into a Development Agreement.
4. **Seller's Warranties and Representations.** Seller represents, warrants and covenants to Purchaser as follows (the "Warranties"), which Warranties shall be deemed to be restated at, and shall survive, the Closing:
 - a. Seller has good title to the Transferred Dwelling Units.
 - b. Seller owns the Sending Property and shall convey title to and deliver possession of the Transferred Dwelling Units to Purchaser (in the manner

RFP EXHIBIT A

contemplated herein) at Closing free of all financing and all other liens and encumbrances which adversely affect Purchaser's ability to use the Transferred Dwelling Units.

- c. No parties except Seller are in possession of, or have any right to possess, any of the Transferred Dwelling Units as of the Effective Date hereof.
 - d. There are no mechanic's liens, Uniform Commercial Code liens or other recorded or unrecorded liens against the Sending Property that would grant any mortgagee, lienor, or potential lienor any right, title, or interest in the Transferred Dwelling Units, or, if any such rights or interests exist, all applicable parties have renounced or waived any right, title, and/or interest in the Transferred Dwelling Units.
 - e. To the best of Seller's knowledge, there are no pending, threatened or contemplated litigation, condemnation, or assessments affecting the Transferred Dwelling Units or the Sending Property. Seller shall promptly advise Purchaser of any litigation, condemnation or assessments affecting the Transferred Dwelling Units or the Sending Property, which is instituted or threatened after the Effective Date and of which Seller becomes aware.
 - f. From and after the Effective Date until the Closing Date, no part of the Sending Property will be alienated, encumbered or transferred in favor of or to any party whatsoever, and Seller will execute no instrument which will affect title to or the quality or quantity of the Transferred Dwelling Units.
 - g. Except as set forth in the Warranties contained in this Section 4, Seller is selling the Transferred Dwelling Units to Purchaser on a strictly "As Is" basis and without any representations or warranties of any kind, including oral, express and implied. Purchaser acknowledges that it has not and will not rely on any information obtained from, or representations or warranties made by, Seller, except as expressly set forth in this Section 4.
- 5. Conditions Precedent to Closing.** The obligations of Purchaser to close the Purchase of the Transferred Dwelling Units under this Agreement, unless expressly waived in writing by Purchaser, are subject to the following conditions precedent (collectively, the "Closing Conditions"):
- a. The representations, warranties and agreements of the Seller set forth herein or made in writing pursuant hereto shall be true in all material respects on and as of the Closing Date.
 - b. From and after the Effective Date until the Closing Date, the Transferred Dwelling Units shall not have been adversely affected in any material way.

In the event that the Closing Conditions have not been satisfied on or before the Closing Date, then Purchaser shall have the right to elect to extend the Closing Date, from time to time, in order for the same to be satisfied. In addition, if the

RFP EXHIBIT A

Closing Conditions have not been satisfied as of the Closing Date (as may be extended above), then Purchaser may elect to (i) waive such conditions by written notice to Seller and close hereunder or (ii) receive the return of the Deposit (together with all accrued interest thereon) and upon Purchaser's receipt thereof, this Agreement shall be deemed to be terminated, null, void and of no further force or effect, whereupon Seller and Purchaser shall be released of all further obligations hereunder, except for those which expressly survive the termination of this Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to limit Purchaser's remedies under this Agreement, at law or in equity in the event that the Closing Conditions are not satisfied as a result of Seller's default hereunder.

6. **Closing.** Provided that the representations and warranties contained herein are true and correct, this transaction shall be closed and Seller shall transfer the Transferred Dwelling Units to Purchaser on or before INSERT DATE, 2025 ("Closing Date" or "Closing"). The Closing shall take place at the offices of Seller or at the election of either party, the Closing may be conducted as a "mail away" closing.
7. **Conveyance and Recording.** Seller shall convey all of the Transferred Dwelling Units free and clear of all liens and encumbrances, except for those specifically permitted by this Agreement. Immediately after Closing, Seller shall record at Purchaser's expense, the Declaration Regarding Transfer of Development Rights in substantially the form attached hereto as Exhibit "C" (the "Declaration"), against both the Sending Property and the Receiving Property. Once recorded, the Declaration shall constitute a covenant running with the land, binding upon the Purchaser and the Seller and their successors and assigns. Seller acknowledges and agrees that: (a) the Transferred Dwelling Units may be constructed at any approved location on the Receiving Property; or (b) if the Receiving Property is made part of a unified development site through an approved Unity of Title or Covenant in Lieu of Unity of Title, the Transferred Dwelling Units may be constructed at any approved location within the unified development site; and (c) subject to compliance with the requirements of the ULDC, Purchaser shall have the right to transfer or assign the Transferred Dwelling Units, in whole or in part, to another entity, affiliate, or other owner of land.
8. **Default By Seller.** If, for any reason Seller fails, neglects or refuses to perform this Agreement, Purchaser may elect to receive the return of the Deposit (together with all accrued interest thereon). Upon receipt of said Deposit by Purchaser, this Agreement shall be terminated, deemed null and void and of no further force or effect, whereupon Seller and Purchaser shall be released of all further obligations hereunder, except for those that expressly survive the termination of this Agreement.
9. **Default By Purchaser.** In the event Purchaser breaches any of its obligations, covenants, representations or warranties contained in this Agreement, \$INSERT AMOUNT TO BE DETERMINED of the Deposit shall be retained by Seller as

RFP EXHIBIT A

liquidated damages and not as a penalty, Seller's damages not being otherwise ascertainable or reasonably calculable in advance; and the balance of the Deposit (i.e., \$[insert balance]), together with all accrued interest thereon, if any, shall be immediately refunded by Seller to Purchaser. In the event of any such default, Seller shall have no other remedy against Purchaser, and upon the payment of said Deposit to Seller, this Agreement shall be terminated, deemed null and void and of no force and effect, whereupon Purchaser and Seller shall be released of all further obligations hereunder, except for those which expressly survive the termination of this Agreement. To the extent that a court of competent jurisdiction determines that the liquidated damages provided for in this paragraph are unenforceable as a penalty, such court shall reduce the liquidated damages to \$[INSERT AMOUNT].

10. Closing Costs.

- a. At Closing, Purchaser shall pay the costs of transfer tax and documentary stamps, if any, on the transfer of the Transferred Dwelling Units and its own attorney's fees.
- b. Purchaser shall pay any expenses related to its due diligence and inspections performed therein.
- c. Purchaser shall pay its and the Seller's attorney's fees and costs related to this Agreement and Closing.
- d. Neither Purchaser nor Seller has had any contact or dealings regarding the Transferred Dwelling Units or any communication in connection with the subject matter of this Agreement through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. Each party shall indemnify and hold harmless the other from any claims for any commissions by any brokers, salesmen, or agents regarding the Transferred Dwelling Units. The provisions of this Section shall survive termination of this Agreement.

11. Documents and Other Items to be Delivered at Closing by Purchaser. At closing Purchaser shall deliver the following to Seller:

- a. The Cash to Close required to be paid in accordance with the provisions of Section 3 hereof;
- b. The Declaration;
- c. All documents other than the Declaration as may reasonably be required by Seller's attorney to effectuate the consummation of this Agreement; and
- d. All such documents shall be in form and substance reasonably acceptable to Purchaser and Seller.

RFP EXHIBIT A

12. Documents and Other Items to be Delivered at Closing by Seller. At closing Seller shall deliver the following to Purchaser:

- a. The Declaration;
- b. Any documents other than the Declaration which are reasonably requested by Purchaser's counsel in order to evidence the assignment or conveyance of the Transferred Dwelling Units;
- c. All other documents as may reasonably be required by Purchaser's attorney to effectuate the consummation of this Agreement; and
- d. All such documents shall be in form and substance reasonably acceptable to Purchaser and Seller.

13. Attorneys' Fees. If either party defaults in the performance of any of the terms, provisions, covenants or conditions of this Agreement or breaches any representation or warranty made in this Agreement, and by reason thereof, either party employs the services of an attorney to enforce performance, or to perform any service based upon any such default or breach, then, in any of said events, the prevailing party shall be entitled to recover from the other party reasonable attorneys' and paralegal fees and all expenses and costs incurred by the prevailing party pertaining thereto and in enforcement of any remedy, including appellate and bankruptcy proceedings. This Section shall survive Closing and termination of this Agreement.

14. Severability. If any portion of this Agreement is determined to be unlawful or unenforceable, the remaining portions hereof shall remain in full force and effect as if such unlawful or unenforceable portion did not appear herein.

15. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, addressed as indicated below, and shall be deemed to be given upon receipt if hand delivered or delivered by facsimile transmission (with an original copy of such transmission to be subsequently delivered by hand, express delivery service or registered or certified mail, return receipt requested), the next business day if delivered by express delivery service, or the third (3rd) business day following the day of deposit of such notice in registered or certified mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Seller:	North Bay Village Attn: Frank Rollason, Village Manager 1666 Kennedy Causeway, 3 rd Floor North Bay Village, FL 33141
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RFP EXHIBIT A

villagemanager@nbvillage.com

With Copy to: Weiss Serota Helfman Cole & Bierman, P.L.
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, Florida 33134
Attn: Haydee Sera, Esq., Village Attorney
hsera@wsh-law.com

If to Purchaser: INSERT

With copy to: INSERT

16. Time is of the Essence. Time is of the essence of this Agreement and each of the covenants and provisions hereof. If the final day of any time period set out in any provision of this Agreement falls on a Saturday, Sunday or legal holiday under the laws of the Federal government or the State of Florida, then in such event such period shall be extended to the next business day which is not a Saturday, Sunday or legal holiday.

17. Law; Venue; Jury Waiver. This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In connection with any litigation related to or arising out of this Agreement: (i) venue shall be only in the courts of the State of Florida sitting in Miami-Dade County; and (ii) all parties waive any right they may have to trial by jury.

18. Persons Bound; Gender. This Agreement shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties hereto. Whenever the context permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all other genders.

19. Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Agreement. Facsimile copies of this Agreement, signed and initialed in counterpart shall be considered for all purposes, including delivery, as originals.

RFP EXHIBIT A

- 20. Entire Agreement/Modification.** This Agreement embodies and constitutes the entire understanding among the Parties with respect to the transaction contemplated herein, and all prior and contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement. Neither this Agreement, nor any provision hereof, may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the party against which enforcement of such waiver, modification, amendment, discharge or termination is sought and then only to the extent specifically set forth in such written instrument.
- 21. Caption.** The captions and titles of the various Sections in this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or in any way affect this Agreement.
- 22. Agreement Negotiated.** The terms and conditions of this Agreement represent the result of negotiations between Purchaser and Seller, each of whom have had an opportunity to consult with independent counsel, and neither of which have acted under compulsion or duress. Consequently, the terms of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings and not strictly against either party.
- 23. No Waiver of Sovereign Immunity.** 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.
- 24. Public Records.** The Parties agree to comply specifically with the provisions of Section 119.0701, Florida Statutes and any applicable public records laws relating to this Agreement.
- 25. Further Assurances.** After the Closing, the Parties agree to reasonably cooperate to perform such acts and promptly execute such documents as may be reasonably required to further effectuate the conveyance of the Transferred Dwelling Units under this Agreement from Seller to Purchaser.

[This space intentionally left blank. Signature pages follow.]

RFP EXHIBIT A

SELLER SIGNATURE PAGE

Signed, witnessed, executed and acknowledged this ____ day of _____
2025.

Witness #1:

NORTH BAY VILLAGE

By: _____
Print Name: _____
Address: _____

By: _____
Frank Rollason
Village Manager

Witness #2:

By: _____
Alba L. Chang, CMC
Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)) SS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Frank Rollason, Village Manager as Village Manager of North Bay Village, Florida a municipal corporation of the State of Florida. He [] is personally known to me or produced [] as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT A

PURCHASER SIGNATURE PAGE

Signed, witnessed, executed, and acknowledged this ____ day of _____, 2025.

Witness #1:

[INSERT NAME]

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Witness #2:

By: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____ as _____ of [INSERT NAME], a [insert entity type]. She/He [] is personally known to me or produced [] as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT A

EXHIBIT A
LEGAL DESCRIPTION OF SENDING PROPERTY

Galleon Street located at 1851 Galleon Street

Lots 3-8, Block 9, PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND,
according to the plat thereof as recorded in Plat Book 57 at Page 6 of the Public
Records of Miami-Dade County, Florida

Folio No. 23-3209-014-0200

SAMPLE

RFP EXHIBIT A

EXHIBIT B
LEGAL DESCRIPTION OF RECEIVING PROPERTY

INSERT LEGAL DESCRIPTION

Folio No. INSERT FOLIO(s)

SAMPLE

RFP EXHIBIT A

Exhibit C

DECLARATION REGARDING TRANSFER OF DEVELOPMENT RIGHTS

SAMPLE

**ESCROW AGREEMENT
RELATING TO TRANSFER OF DEVELOPMENT RIGHTS**

THIS ESCROW AGREEMENT RELATING TO TRANSFER OF DEVELOPMENT RIGHTS (this "Agreement") is entered into as of this ____ day of _____, 2025 between **WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**, a Florida professional limited liability company, having offices at 2800 Ponce de Leon Blvd., Suite 1200, Coral Gables, FL 33134, Attn: Tony Recio (email: TRecio@wsh-law.com) ("Escrow Agent"), **NORTH BAY VILLAGE**, a municipal corporation of the State of Florida, having offices at 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141, ATTN: Frank Rollason, Village Manager (the "Village"), and **[INSERT NAME]**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida][INSERT CONTACT PERSON, TITLE, AND EMAIL] (the "Owner"). Escrow Agent, Village, and Owner are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS:

- A. Owner and its affiliate own the property located at INSERT ADDRESS, North Bay Village, Florida (collectively, the "Property").
- B. Owner was the successful bidder to purchase [INSERT NUMBER] transferable density rights ("TDR's") for the amount of \$[INSERT AMOUNT] (the "TDR Payment") in connection with Owner's contemplated development of the Property (the "Project").
- C. As part of Owner's bid to purchase the TDR's, Owner intends to deposit with the Escrow Agent, to be held in escrow, the amount of \$xxxxxxx (the "Escrow Payment"), comprised of the TDR Payment.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.
- 2. Payment and Disbursement of the Escrow Payment.
 - a) Owner hereby agrees to pay the Escrow Payment to the Escrow Agent, to be held in escrow thereby pursuant to the terms of this Agreement, as follows:
 - i) Fifty percent (50%) of the Escrow Payment in the amount of \$xxxxxxx shall be paid to the Escrow Agent on or before INSERT DATE, 2025 (i.e., seven (7) business days after the Notice of Intent of Award has been issued by the Village).

RFP EXHIBIT B

ii) Fifty percent (50%) of the Escrow Payment in the amount of \$xxxxxxx shall be paid to the Escrow Agent on or before seven (7) business days after the Purchase and Sale Agreement to acquire the TDR's has been fully executed and delivered by the Village and Owner (the "TDR PSA").

b) The Escrow Agent agrees to (i) accept the Escrow Payment by wire transfer or cashier's check payable to the Escrow Agent and (ii) hold the same in escrow in a separate interest bearing account to be released by the Escrow Agent from escrow to pay the Village for the TDRs pursuant to the terms of the TDR PSA. Notwithstanding the foregoing, in the event that the TDR PSA is not fully executed and delivered by the Village and Owner on or before INSERT DATE, 2025, for any reason whatsoever, the Escrow Payment and all accrued interest thereon shall be immediately returned by the Escrow Agent to Owner.

c) Escrow Agent's only duties and responsibilities under this Agreement shall be to hold the Escrow Payment and other documents delivered to it as agent and to dispose of the Escrow Payment and such documents in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, Escrow Agent shall have no responsibility to protect the Escrow Payment, or to place the Escrow Payment in an account that is not sufficiently FDIC insured, and shall not be responsible for any failure to demand, collect or enforce any obligation with respect to the Escrow Payment or for any diminution in value of the Escrow Payment from any cause, other than Escrow Agent's gross negligence or willful misconduct. In the event of a dispute, Escrow Agent may, at the expense of Village and Owner, consult with counsel and accountants in connection with its duties under this Agreement. Escrow Agent shall not be liable to the parties hereto for any act taken, suffered or permitted by it in good faith in accordance with the advice of counsel and accountants. Escrow Agent shall not be obligated to take any action hereunder that may, in its reasonable judgment, result in any liability to it unless Escrow Agent shall have been furnished with reasonable indemnity satisfactory in amount, form and substance to Escrow Agent.

d) Village and Owner hereby indemnify Escrow Agent and hold it harmless from and against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened, directly or indirectly, arising from, or in any way connected with, this Agreement, unless such claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings, or any such other expenses, fees, or charges, shall be due to willful and malicious breach of this Agreement or gross negligence on the part of Escrow Agent.

e) Escrow Agent is acting as a stakeholder only with respect to the Escrow Payment and other documents to be delivered hereunder. If there is any dispute as to whether Escrow Agent is obligated to deliver the Escrow Payment or such documents or as to whom the Escrow Payment or such documents are to be delivered, Escrow Agent shall not make any delivery, but shall hold the Escrow Payment and such documents until receipt by Escrow Agent of an authorization in writing, signed by all the parties having an interest in the dispute, directing the disposition of the Escrow Payment

RFP EXHIBIT B

and such documents, or, in the absence of authorization, Escrow Agent shall hold the Escrow Payment and such documents until the final determination of the rights of the parties in an appropriate proceeding. If written authorization is not given within thirty (30) after Escrow Agent's written request, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Escrow Payment and documents with a court of the State of Florida pending a determination. Escrow Agent shall be reimbursed for all costs and expenses of any action or proceeding, including, without limitation, reasonable attorneys' fees and disbursements incurred in its capacity as Escrow Agent, by the non-prevailing party. Upon making delivery of the Escrow Payment and documents in the manner provided in this Agreement, Escrow Agent shall have no further liability hereunder.

f) Owner acknowledges that the Escrow Agent is Village's attorney, and that Escrow Agent is hereby authorized to represent Village and/or itself with respect to this transaction and in any litigation relating thereto and, in any event, Escrow Agent may continue to serve as both Escrow Agent and attorney for Village. Owner shall not object to, and is hereby estopped from objecting to, such representation

3. Miscellaneous.

a) Entire Agreement. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto.

b) Pronouns. All pronouns and any variances thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identity of the party or parties, personal representatives, successors or assigns may require.

c) Counterpart. This Agreement may be executed in one or more counterparts (whether facsimile, original or delivered by electronic mail), each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument.

d) Authority. Each Party represents and warrants to the other Party, on behalf of such Party, that (i) this Agreement and the obligations hereunder are enforceable against such Party and (ii) the individual signing this document on behalf of such Party is duly authorized and empowered to so execute this Agreement.

e) Headings. The headings contained in this Agreement are inserted for convenience only and shall not effect, in any way, the meaning or interpretation of the Agreement.

f) Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the parties in any manner pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.]

RFP EXHIBIT B

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

VILLAGE:

VILLAGE OF NORTH BAY VILLAGE,
a municipal corporation of the State of Florida

By: _____
Frank Rollason, Village Manager

Approved as to form:

Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

OWNER:

[INSERT NAME]
Insert entity structure

By: _____
INSERT NAME AND TITLE

ESCROW AGENT:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
a _____

By: _____
Tony Recio, Authorized Signatory

RFP EXHIBIT C

Return this instrument after recording to:
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: 305-758-7171

Prepared By: Tony Recio, Esq.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Tel: 305-854-0800

Folio Nos. INSERT

Space above reserved for recording

NOTE TO RECORDER: NO DOCUMENTARY STAMP TAX OR SURTAX IS DUE HEREON PURSUANT TO WILKINSON V. ST. JUDE HARBORS, INC., 570 So. 2d 1332 (Fla. 2d DCA 1990), AND TECHNICAL ASSISTANCE ADVISEMENT 2003(B)4-007 DATED JULY 14, 2003, AS THE DEVELOPMENT RIGHTS, DEFINED HEREIN, ARE NOT DEEMED TO BE INTERESTS IN REAL PROPERTY.

AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS

THIS AGREEMENT AND DEED FOR TRANSFER OF DEVELOPMENT RIGHTS (this "Agreement and Deed") is made as of the _____ day of _____, 2025, by and between North Bay Village, Florida, a Florida municipal corporation, whose address is 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141 ("Seller") and [**INSERT NAME**], a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (the "Purchaser").

WHEREAS:

A. Seller is the owner of rights to develop [INSERT NUMBER] residential dwelling units (the "Development Rights"), in the number and related to the property as described in **Exhibit A** attached hereto and made a part hereof (collectively, the "Sending Property").

B. Purchaser was awarded the right to purchase the Development Rights pursuant to Resolution No. 2025-XXX adopted on INSERT DATE, 2025, by the North Bay Village Commission awarding Request for Proposals No. 2025-xxx to Purchaser ("TDR Approval").

C. Seller has agreed to transfer the Development Rights to Purchaser for use in connection with certain real property located at INSERT ADDRESS, North Bay Village, Florida, more fully described in **Exhibit B** attached hereto and made a part hereof (the "Receiving Site").

RFP EXHIBIT C

D. Seller is desirous of transferring the Development Rights to Purchaser and Purchaser is desirous of obtaining such Development Rights, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/00 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein in their entirety.
2. Seller assigns, transfers, and conveys to Purchaser the Development Rights.
3. Seller hereby covenants with Purchaser that Seller is lawfully seized of the Sending Property in fee simple; that it has good right and lawful authority to sell and convey the Sending Property; that it does hereby fully warrant the title to said Sending Property and will defend the same against the lawful claims of all persons whomsoever.
4. The parties acknowledge and agree that Purchaser may subsequently re-convey the Development Rights to a property other than the Receiving Site pursuant to Section 8.13(E)(4) of the North Bay Village Unified Land Development Code.
5. This Deed shall be construed in accordance with the laws of the State of Florida. The provisions of this Deed may be enforced by all appropriate actions at law and in equity, with the prevailing party in any such action also entitled to reimbursement of all reasonable attorney's fees and costs (at trial and all appellate levels). This Deed shall be recorded in the Public Records of Miami-Dade County, Florida. All the parties to this Deed have participated fully in its negotiation, and accordingly, this Deed shall not be more strictly construed against any one of the parties hereto. This Deed shall be binding and inure to Seller and Purchaser and each of their respective successors and/or assigns.
6. This Deed may not be amended, modified or terminated except by written agreement of all the parties hereto.

[This space intentionally left blank. Signature pages follow.]

My Commission Expires:

RFP EXHIBIT C

PURCHASER SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Deed as of the date set forth above.

Witness #1:

[INSERT NAME]

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Witness #2:

By: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by _____ as _____ of [INSERT NAME], a [insert entity type]. She/He [] is personally known to me or produced [] _____ as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT C

EXHIBIT A
LEGAL DESCRIPTION OF SENDING PROPERTY

Galleon Street located at 1851 Galleon Street

Lots 3-8, Block 9, PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND,
according to the plat thereof as recorded in Plat Book 57 at Page 6 of the Public
Records of Miami-Dade County, Florida

Folio No. 23-3209-014-0200

Transferrable Density Rights: INSERT

RFP EXHIBIT C

EXHIBIT B
LEGAL DESCRIPTION OF RECEIVING PROPERTY

INSERT LEGAL DESCRIPTION

Folio No. INSERT FOLIO(s)

SAMPLE

RFP EXHIBIT D

CERTIFICATE OF SELLER’S WARRANTIES AND REPRESENTATIONS

The undersigned, North Bay Village, Florida, a Florida municipal corporation (“Seller”), party to that certain Purchase and Sale Agreement Relating to Transfer of Development Rights dated _____, 2025 (the “Agreement”; all capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement), entered into by Seller and INSERT NAME OF PURCHASER AND ENTITY STRUCTURE (“Purchaser”), hereby certifies to Purchaser that:

Seller’s Warranties are true and correct in all material respects on and as of the Closing Date.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 2025.

North Bay Village, Florida, a Florida
municipal corporation

By: _____
Name: Frank Rollason
Its: Village Manager

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

RFP EXHIBIT E

Return this instrument after recording to:
Office of the Village Clerk
1666 Kennedy Causeway, Suite 300
North Bay Village, FL 33141
Tel: 305-758-7171

Prepared By: Tony Recio, Esq.
2800 Ponce de Leon Blvd., Suite 1200
Coral Gables, Florida 33134
Tel: 305-854-0800

Folio Nos. INSERT

Space above reserved for recording

DECLARATION REGARDING TRANSFER OF DEVELOPMENT RIGHTS

This Declaration Regarding Transfer of Development Rights ("Declaration") is made as of this _____ day of _____, 2025 by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation (the "Seller") and **[INSERT NAME]**, a [State] [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (the "Purchaser"). Collectively, Seller and Purchaser are each also referred to as a "Party" and collectively as the "Parties."

WHEREAS, Seller owns the parcel of land located within North Bay Village, Florida, known as Galleon Street located at 1851 Galleon Street, that is more fully described on Exhibit "A" attached hereto and made a part hereof (the "Sending Property"); and

WHEREAS, the Sending Property has not been developed with residential units, and pursuant to Section 8.13 of the North Bay Village Unified Land Development Code (the "ULDC"), is entitled to transfer density rights to units to eligible properties as follows:

Property	Transferrable Density Rights	Remaining Units After Transfer*
Galleon	24	0

* assuming the closing occurs on the purchase and sale agreement for the transfer of the right to develop XX dwelling units to [INSERT NAME] on the properties located at [INSERT ADDRESS]; provided, however, that this transaction is not contingent on such closing.

; and

WHEREAS, Purchaser owns the parcel of land located at [INSERT ADDRESS], North Bay Village, Florida (identified for property tax purposes by Folio No. INSERT) that is more particularly described in the attached Exhibit "B" (the "Receiving Property"); and

RFP EXHIBIT E

WHEREAS, pursuant to Resolution No. 2025- XXX adopted on [INSERT DATE], 2025 by the North Bay Village Commission awarded Request for Proposals No. 2025-XXX to Purchaser, among others, the Parties wish to enter into this Agreement by which Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and accept from Seller, the rights to develop [INSERT NUMBER] residential dwelling units (the "Transferred Dwelling Units") for use on the Receiving Property (including at any location within a unified development site that includes the Receiving Property) subject to the limitations of the ULDC and the Comprehensive Plan, or resale in the manner set forth in the ULDC; and

WHEREAS, the Parties have closed on the conveyance of the Transferred Dwelling Units and now wish to memorialize the completion of the transfer of Transferred Dwelling Units from Seller to Purchaser.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby conclusively acknowledged by the Parties hereto and in consideration of the premises, conditions and covenants herein contained, Seller and Purchaser do hereby mutually agree as follows:

1. Recitals. The foregoing recitals are true, correct, and are made a part of this Declaration.

2. Allocation of Density; Exclusive Right. Seller hereby allocates, conveys and grants, from the Sending Property to and for the sole and exclusive benefit of the Receiving Property, the development rights for the Transferred Dwelling Units. Upon recording of this Declaration, the transfer of Transferred Dwelling Units is complete and the Purchaser has the exclusive right to utilize the Transferred Dwelling Units on (a) the Receiving Property, or (b) if the Receiving Property is made part of a unified development site through an approved Unity of Title or Covenant in Lieu of Unity of Title, the Transferred Dwelling Units may be constructed at any approved location within the unified development site.

3. Limitation. This Declaration transfers only the Transferred Dwelling Units, and does not transfer any other measure of development potential such as floor area, lot coverage, or height.

4. New Development Potential. The Parties agree that the Transferred Dwelling Units purchased by the Purchaser are limited to the rights to develop [INSERT NUMBER] residential dwelling units in addition to the density already permitted on the Receiving Property only and do not include: any new development rights that may accrue as a result of a change in the Sending Property's land use and/or zoning designations; the creation of new overlays or zoning districts; additional density that may be available under existing or future bonus programs including, but not limited to, density bonuses available pursuant to the ULDC; a change to the Village's comprehensive plan and/or zoning ordinances; changes to the Miami-Dade County Code or comprehensive plan; or changes to state law.

RFP EXHIBIT E

5. Recordation. This Declaration, and any amendments, modifications, and releases regarding same, shall be recorded in the Public Records of Miami-Dade County, Florida, at the Purchaser's cost, against the Sending Property and the Receiving Property, and shall constitute a covenant running with the land, binding upon the Purchaser and the Seller and their successors and assigns.

6. Resale. No resale of all or any portion of the Transferred Dwelling Units by Purchaser, or any subsequent owner, successor, heir/beneficiary, or assignee of the Receiving Property, shall be effective except in accordance with the ULDC, this Declaration, and the execution of appropriate instruments by any party with an interest in the Property or, in the event any portion of the Receiving Property has then been submitted to a condominium or other cooperative form of ownership, then the applicable association shall be deemed to be the party with an interest in the Receiving Property for purposes of consenting to and executing any documentation required in connection with such transfer of rights. Seller acknowledges and agrees that: (a) the Transferred Dwelling Units may be constructed at any approved location on the Receiving Property; or (b) if the Receiving Property is made part of a unified development site through an approved Unity of Title or Covenant in Lieu of Unity of Title, the Transferred Dwelling Units may be constructed at any approved location within the unified development site; and (c) subject to compliance with the requirements of the ULDC, Purchaser shall have the right to transfer or assign the Transferred Dwelling Units, in whole or in part, to another entity, affiliate, or other owner of land, provided the then-owner of the Receiving Property and the transferee or assignee executes and records a declaration in substantially the form of this Declaration against the Receiving Property and the transferee's or assignee's property, and acceptable in form and substance to the Village Attorney, binding the then-seller and then-purchaser as the Parties are bound hereto. No such subsequent transfer of rights shall be effective unless the new declaration is executed or joined by any party with an interest in the Receiving Property.

7. Village Approvals. Nothing herein shall obligate the Village to approve a site plan or other development approval for the Receiving Property, irrespective of whether such development proposal incorporates the Transferred Dwelling Units.

8. Amendment; Modification; Release. This Declaration may be modified, amended, or released as to any of the Parties, or any portion of the Sending Property and Receiving Property, by written instrument executed by the then-owners of the fee simple title of the Sending Property and Receiving Property (or, in the event any portion of the Sending Property or Receiving Property has then been submitted to condominium or other cooperative form of ownership, by the applicable association), and recorded against both Properties, provided same is approved by the Village Commission.

9. Equitable Remedies; Enforcement. The Parties acknowledge that, in the event of a breach of any of the obligations hereunder, the non-breaching party's damages will be substantial and difficult, if not impossible to ascertain, that the other party will be irreparably harmed and that money damages would be an inadequate remedy for any breach or threatened breach of this Declaration by such party. Accordingly, in the event of a breach or threatened breach by any party of any provision of this Declaration, the

RFP EXHIBIT E

other party shall be entitled, upon application to any court of competent jurisdiction, to both temporary and permanent injunctive relief to restrain such breach without being required to show any actual damage or to post a bond, which shall be in addition to all other rights and remedies to which the party is entitled. The Village reserves all rights available under law, including but not limited to rights of code enforcement, against the Receiving Property, and the right to simultaneously employ multiple methods of enforcement.

10. Successors and Assigns. The restrictions, obligations, and rights under this Declaration shall bind and inure to the benefit of the Parties' successors and assigns.

11. Severability. In the event any term or provision of this Declaration is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Declaration shall be construed to be in full force and effect.

12. Entire Agreement. This Declaration and any other documentation that has been executed and delivered by the parties hereto in connection with the conveyance of the Transferred Dwelling Units constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

13. Governing Law; Venue. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Florida. In the event of any dispute arising from the terms of this Declaration, the venue for said dispute shall be in Miami-Dade County, State of Florida.

14. Counterparts. This Declaration may be executed in two (2) or more counterparts, and electronically or by other digital means, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Party an original signed Declaration upon request.

15. Further Assurances. After the date hereof, the Parties agree to reasonably cooperate to perform such acts and promptly execute such documents as may be reasonably required to further effectuate the conveyance of the Transferred Dwelling Units under this Declaration from Seller to Purchaser.

16. Miscellaneous. The Parties are each represented by separate legal counsel, and this Declaration shall not be more strictly construed against any Party.

[This space intentionally left blank. Signature pages follow.]

RFP EXHIBIT E

SELLER SIGNATURE PAGE

Signed, witnessed, executed and acknowledged this ____ day of _____
2025.

Witness #1:

NORTH BAY VILLAGE

By: _____
Print Name: _____
Address: _____

By: _____
Frank Rollason
Village Manager

Witness #2:

By: _____
Alba L. Chang, CMC
Village Clerk
1666 Kennedy Causeway, 3rd Floor
North Bay Village, FL 33141

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)) SS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Frank Rollason, Village Manager, as Village Manager of North Bay Village, Florida a municipal corporation of the State of Florida. He [] is personally known to me or produced [] as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT E

PURCHASER SIGNATURE PAGE

Signed, witnessed, executed, and acknowledged this ____ day of _____, 2025.

Witness #1:

[INSERT NAME]

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____

Witness #2:

By: _____
Print Name: _____
Address: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2025 by _____ as _____ of [INSERT NAME], a [insert entity type]. She/He [] is personally known to me or produced [] as identification.

Print or Stamp Name:
Notary Public, State of Florida
Commission No.: N/A
My Commission Expires:

RFP EXHIBIT E

EXHIBIT A

LEGAL DESCRIPTION OF SENDING PROPERTY

Galleon Street located at 1851 Galleon Street

Lots 3-8, Block 9, PORTION OF TRACT B FIRST ADDITION TO TREASURE ISLAND,
according to the plat thereof as recorded in Plat Book 57 at Page 6 of the Public
Records of Miami-Dade County, Florida

Folio No. 23-3209-014-0200

RFP EXHIBIT E

EXHIBIT B
LEGAL DESCRIPTION OF RECEIVING PROPERTY

INSERT LEGAL DESCRIPTION

Folio No. INSERT FOLIO(s)

SAMPLE