



## **REQUEST FOR QUALIFICATIONS**

RFQ # 2019-004

General Planning Services Consultants

NORTH BAY VILLAGE

FINANCIAL SERVICES/PURCHASING DIVISION

1666 KENNEDY CAUSEWAY SUITE 300

NORTH BAY VILLAGE, FL 33141

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## TABLE OF CONTENTS

	<b>INTRODUCTION</b>	<b>03</b>
<b>1.0</b>	<b>GENERAL CONDITIONS</b>	<b>05</b>
<b>2.0</b>	<b>SPECIAL CONDITIONS</b>	<b>25</b>
<b>3.0</b>	<b>TECHNICAL SPECIFICATIONS</b>	<b>35</b>
<b>4.0</b>	<b>BID FORM</b>	<b>36</b>
<b>5.0</b>	<b>REQUIRED FORMS &amp; DELIVERABLES</b>	<b>39</b>
	<b>AGREEMENT</b>	<b>63</b>
	<b>EXHIBIT "A"</b>	



## REQUEST FOR QUALIFICATIONS

RFQ # 2019-004

### General Planning Services Consultants

NOTICE: Pursuant to the Procurement Ordinance of North Bay Village (the "Village"), the Village hereby gives notice of its intent to solicit sealed submittals from interested parties in response to this Request for Proposal for "General Planning Services Consultants" #2019-004 (the "RFQ") to provide the services described herein. Proposals must be received by the Village Clerks office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 by 2:30 pm on Wednesday, September 04, 2019. The submittals shall be clearly marked "RFQ #2019-004, General Planning Services Consultants."

**All submittals shall be publicly opened and recorded at 2:30 pm on Wednesday, September 04, 2019.** Late submittals shall **not** be accepted or considered.

Respondents are to deliver **One (1) original and four (4) copies in separate 3 ring binders** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Qualifications. In addition, respondents are to deliver **one (1) jump/flash drive containing a PDF copy of all materials submitted in the bid.**

The Village reserves the right to accept any submittal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise.

## **PROJECT OVERVIEW**

By way of this RFQ, the North Bay Village is soliciting submittals from qualified parties and/or firms to provide General Planning Services Consultants (the “Services”).

Through the process described herein, persons and/or firms interested in assisting the Village with the provision of the Services must prepare and submit a submittal containing no less than the information requested herein. The Village will review submittals only from those persons and/or firms that submit a submittal that includes all of the information required by this RFQ, the determination of which shall be in the sole discretion of the Village.

As part of their submittals firms/individuals must provide a list of related projects or similar type of work with contact names, phone numbers, email address and service dates.

A copy of the complete RFQ may be obtained from the North Bay Village website, <https://www.nbvillage.com/>.

All questions or comments should be directed to the following email: [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com). Inquiries must reference “RFQ #2019-004, General Planning Services Consultants” in the subject line.

No phone calls will be accepted in reference to this RFQ. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFQ, supplements or revisions will be made available via written addendum.

It is the intent of the Village to award a contract subject to cancellation as provided herein. The Village may exercise such advance written notice of its intention to renew prior to the expiration of the then current term.

The Village’s tentative schedule for this RFQ is as follows:

<b>Date of Advertisement:</b>	<b><u>08-01-2019</u></b>
<b>Cut- off Date for Questions:</b>	<b><u>08-29-2019</u></b>
<b>Submittals Due/ Opening of Submittals:</b>	<b><u>09-04-2019</u></b>

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

## SECTION 1.0 GENERAL CONDITIONS

### 1.1 DEFINITIONS

(i) We/Us/Our/Village

These terms refer to the North Bay Village, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the Village organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the Village.

Departments

The Village Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Parks and Recreation Department.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) providing a submittal in response to this RFQ, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Respondent will have different obligations than "you" as a Successful Respondent will have upon awarding of this contract.

Respondent/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Respondent/Contractor/Submitter

The Respondent whose statement of qualifications to this solicitation is deemed to be the most advantageous to the Village. A Respondent will be approved for award by the Village Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFQ and a Notice of Commencement will be issued.

(iii) Proposals/Submittal

The written, sealed document submitted by the Respondent in response to this RFQ. Any verbal interactions with the Village apart from submittal of a formal written submittal shall not be considered a part of any submittal.

## **1.2 CLARIFICATION; QUESTIONS**

The Village reserves the right to request for clarification on information submitted from an Respondent after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFQ shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective Respondents.

### **(i) Written Addenda**

If it becomes evident that this RFQ must be amended, the Village will issue a formal written addendum, which will be shared publically and to all registered prospective Respondents via email notification. Addendum will be uploaded to the Village's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

## **1.3 COST OF PREPARATION**

The Village will not be responsible for any expenses incurred by Respondents for the preparation of a submittal related to this procurement, or for any negotiations related to potential award of the Contract.

## **1.4 EXAMINATION OF DOCUMENTS**

The Respondent must thoroughly examine each section of this RFQ. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village's Procurement Division as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to the RFQ. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

## **1.5 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the RFQ opening, whichever is earlier, any material submitted in response to this RFQ will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Respondents must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

## 1.6 WITHDRAWAL OF RFQ

A Respondent may, without prejudice, withdraw, modify, or correct the submittal after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing **before the time for opening the submittals.** No oral modifications will be considered.

## 1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The Village reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The Village shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the Village, will best serve the needs and interests of the Village. The offering of this RFQ does not, itself, in any way constitute a contractual agreement between the North Bay Village and any Respondent. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Respondent and the Village. Furthermore, the Village reserves the right to award without further discussion.

## 1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFQ prior to delivery, it shall be the responsibility of the Respondent to notify the Village at once. The Village reserves the right to accept the alteration or cancel the Contract at no expense to the Village.

## 1.9 SUBMISSION OF PROPOSAL

### (i) **Incurred Expenses**

The Village is not responsible for any expenses which Respondents may incur for preparing and submitting statements of qualifications called for in this RFQ.

### (ii) **Interviews**

The Village reserves the right to conduct personal interviews or require presentations prior to selection. The Village will not be liable for any costs whatsoever incurred by the Respondent in connection with such interviews/presentations, including, but not limited to travel and accommodations.

### (iii) **Request for Modifications**

The Village reserves the right to request that the Respondent(s) modify a submittal to more fully meet the needs of the Village.

### (iv) **RFQ Acknowledgment**

By submitting a submittal, the Respondent certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) **Acceptance/Rejection/Modification to Submittals**

The Village reserves the right to negotiate modifications to this RFQ that it deems acceptable, reject any and all bids for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) **Submittals Binding**

All statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) **Alternate Bids/Statement/Proposals**

Alternate bids, statements, and/or statements of qualifications will not be considered or accepted by the Village.

(viii) **Economy of Preparation**

Bids should be prepared simply and economically, providing a straightforward, concise description of the Respondents' ability to fulfill the requirements of the bid.

(ix) **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Respondents should be aware that RFQ and the corresponding responses are in the public domain and subject to disclosure. However, the Respondents are required to *identify with specificity* any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Respondents in response to this RFQ shall become the property of North Bay Village and shall not be returned to the Respondent. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Village.

## **1.10 COMPLIANCE WITH ORDERS AND LAWS**

Successful Respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

**Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**



**Occupational, Safety and Health Act (OSHA)**  
**The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes**  
**Environment Protection Agency (EPA)**  
**Uniform Commercial Code (Florida Statutes, Chapter 672)**  
**American with Disabilities Act of 1990, as amended**  
**National Institute of Occupational Safety Hazards (NIOSH)**  
**National Forest Products Association (NFPA)**  
**State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code**  
**U.S. Department of Transportation**  
**North Bay Village Code, Procurement and Cone of Silence Provisions**  
**Cone of Silence, Miami-Dade County Code of Ordinances**  
**The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment**

Respondent hereby recognizes and certifies that no elected official, board member, or employee of 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, but not limited to, Village Advisory Board members, of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or 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 Vendor or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction, 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 submittal is submitted and may be further disqualified from submitting any future bids or statements for goods or services to Village. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent," as used in this section specifically includes any person or entity making and submitting a statement to the Village for the provision of goods and/or services to Village.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

### **1.11 CONE OF SILENCE**

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFQ upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the Village's professional staff;
- (2) Any communication regarding this RFQ between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFQ between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFQ between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFQ between any member of the Village's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the Village Council. However, if the Village Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the Village Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFQ, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFQ, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the Village Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/statement during

- the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to Village Code;
  - (8) responses to the Village's request for clarification or additional information pursuant to section 1.10 of this RFQ;
  - (9) contract negotiations during any duly noticed public meeting;
  - (10) communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFQ award or bid award to said bidder or Respondent voidable by the Village Council and/or Village Manager. Please contact the Village Attorney for any questions regarding Cone of Silence compliance.

#### **1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW**

As a Florida municipal corporation, the Village is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Respondent acknowledges that the materials submitted with the Proposal and the results of the Village evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Proposal.

#### **1.13 CANCELLATION**

In the event any of the provisions of this RFQ are violated by the Awarded Respondent, the Village Manager shall give written notice to the Awarded Respondent stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Council for immediate cancellation. The Village reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

#### **1.14 ASSIGNMENT**

The Awarded Respondent shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Village.

### **1.15 PROPERTY**

Property owned by North Bay Village is the responsibility of the Village. Such property furnished for repair, modification, study, etc., shall remain the property of the Village. Damages to such property occurring while in the possession of the Awarded Respondent shall be the responsibility of the Awarded Respondent.

### **1.16 TERMINATION FOR DEFAULT**

If the Awarded Respondent defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the Village may terminate this Contract, in whole or in part, upon written notice without penalty to the Village. In such event, the Awarded Respondent shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Respondent was not in default or (2) the Awarded Respondent's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the Village.

### **1.17 TERMINATION FOR CONVENIENCE**

The Village Manager may terminate the Contract that may result from this RFQ, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the Village. If so terminated, the Village shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **1.18 ANTI-TRUST PROVISION**

At such times, as may serve its best interest, the Village reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

### **1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION**

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability

of the Public Records Law. The Awarded Respondent agrees to provide access to the Village, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Respondent which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Respondent shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

#### **1.20 CAPITAL EXPENDITURES**

Awarded Respondent understands that any capital expenditures that the Awarded Respondent makes, or prepares to make, in order to perform the services required by the Village, is a business risk which the Awarded Respondent must assume. The Village will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Respondent. If Awarded Respondent has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the Village.

#### **1.21 GOVERNING LAW AND VENUE**

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

#### **1.22 ATTORNEY FEES**

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

#### **1.23 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between North Bay Village and Awarded Bidder/Respondent, or to create any other similar relationship between the parties.

#### **1.24 TERMS AND CONDITIONS OF AGREEMENT**

The Agreement to be entered into with the Awarded Respondent, in substantially the form provided, which is incorporated herein and made a part hereof by this reference.

**END OF SECTION 1**

## 2.0 SPECIAL CONDITIONS

### 2.1 **PURPOSE**

The purpose of this solicitation is to obtain professional general planning consulting for the Village.

### 2.2 **QUALIFICATIONS / EXPERIENCE OF PROPOSERS**

All firms/individuals that provide a submittal shall meet, but not be limited to, the following minimum qualifications

Each firm/individual must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms/individuals that do not meet the minimum requirements as determined by the Village (in its sole discretion) will be disqualified. All decisions of the Village are final.

Each firm/individual shall include: a Letter of Interest (limited to one (1) page double sided), a detailed statement of qualifications (limited to **ten (10)** pages) with a summary of the proposer's background, years in business, expertise and appropriate examples of similar past projects that addresses the evaluation criteria set forth in Section 2.7 herein and resumes of key personnel.

Firms/individuals shall submit written evidence of insurability from the firm's/individual's insurance company, for the types and amounts of insurance specified in Section 2.9.

**The proposer must show proof of having met these minimum requirements on the "Respondent Qualification Statement" in Section 5. THE VILLAGE WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.**

### 2.3 **LICENSING**

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. State of Florida registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

### 2.4 **TERM OF CONTRACT**

The Village and the Awarded Respondents shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFQ through action taken by the Village Commission at a public meeting. If the Respondent awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the Village.

The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement for a period of three (3) year with the option to renew for two (2) additional one (1) year terms.

## **2.5 NEGOTIATIONS AND CONTRACTING**

Award of this RFQ, in and of itself, does not vest the top ranked respondent with any vested rights absent entering into an agreement with the Village. If the Respondent is selected under this RFQ solicitation, the Village will negotiated with Respondent to reach a mutually agreed upon scope of services and compensation. The Village reserves the right to request the agreement be structured in any manner deemed in the best interest of the Village, such as, without limitation, fixed fee, hourly rate, monthly fees, and/or a combination. Should the Village fail to reach an agreement with the highest rank respondent, the Village will commence negotiations with the next successively ranked respondent until a favorable agreement is reached,

## **2.6 PROPOSAL FORMAT AND SIGNATURES**

To receive consideration, the Proposal must be submitted on the forms as provided by the Village. This RFQ must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the submittal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the Village Clerk. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

## **2.7 METHOD OF AWARD**

The Village will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Respondents. In order to be deemed responsive, the submittals must meet or exceed the minimum requirements established in Section 2.2 and contain all required forms listed and provided in Section 5 of this solicitation. The Village shall be the sole judge in determining Respondent's qualifications.

The Village, at its sole discretion, reserves the right to analyze any/all hourly rates, responsibility, and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the Village and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

Upon approval of the Village Commission, a contract shall be awarded to one or more Respondent selected as the most responsible, responsive Respondent meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the Village Attorney. The Village reserves the right not to award or to reject submittals from vendors that are currently in litigation with the Village or as a result of any prior lawsuit with the Village.

The Village's selection committee will evaluate submittals and will select the Respondent which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The Village's decisions will be final.

The purpose of the Evaluation Process is to judge the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

**Phase I** - The Village will evaluate all Proposals to select a firm/individual or may "shortlist" firms/individuals that will advance to Phase II of the selection process.

**Based on the number of RFQ submissions received, the Selection Committee may elect that all Respondents participate in the Phase II evaluation process and not utilize the Phase I evaluation. The Village may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.**

**PHASE II** — The Village may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

#### **PHASE II — EVALUATION**

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the Village may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their submittal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

#### **EVALUATION CATEGORIES — PHASE I & II**



Summarized below are the Categories for Evaluation:

**EVALUATION CATEGORIES & POSSIBLE POINTS**

	<b>Evaluation Criteria</b>	<b>Points Assigned</b>
Qualifications of firm	<ul style="list-style-type: none"> <li>• Background &amp; history of firm</li> <li>• Firm's years of experience</li> <li>• Provide a list of three (3) client references with contact names, email address and telephone numbers for services provided within the last five years.</li> </ul>	35
Qualifications and Experience of Project Team	<ul style="list-style-type: none"> <li>• Experience of key individuals who are assigned to Village's project</li> </ul>	35
Quality of Submittal	<ul style="list-style-type: none"> <li>• Completeness of Respondent's submittal</li> <li>• Degree to which it complies with all the requirements and requests for information</li> </ul>	30
	<b>Total Points Possible</b>	<b>100</b>

**TIE PROPOSALS**

Whenever a tie occurs for the top ranking position after the Phase II evaluation, the Selection Committee will rank higher the team that scores higher in the qualifications and experience of project team. Should a tie persist the Selection Committee will rank higher the team that scores higher in qualifications of the firm, followed by quality of the submittal. If a tie persists after the foregoing evaluation, a coin will be flipped and the prevailing party will be ranked first. The selection committee shall recommend award to the highest ranked submittal.

**AWARD OF CONTRACT**

The Village anticipates entering into a contract with the Provider who submits the submittal judged by the Village to be most advantageous. The Village anticipates awarding one contract but reserves the right to award more than one if in its best interests to do so.

The firms/individuals understand that this RFQ does not constitute an offer or a contract with the Village. A contract shall not be deemed to exist and is not binding until submittals are reviewed and accepted by appointed staff, the best submittal has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the Village, an agreement has been executed by parties and approved by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit submittals.

The Village reserves the right to reject all statements of qualifications and/or submittals, to waive non-material, technical variances or infirmities in the submittal, to abandon the project or to solicit and re-advertise for other submittals. The Village may in its discretion waive any informalities and irregularities contained in a submittal or in the manner of its submittal and award a contract thereafter.

## **2.8 DUE DATE**

All Proposals are due no later than Wednesday, September 04, 2019, at 2:30 pm, EST or any time prior thereto at the Village Clerk's Office, Village Hall, 1666 Kennedy Causeway, Suite 300, FL 33141. All submittals received will be publicly opened on the date and the time specified. All submittals received after that time shall be returned unopened.

Original Submittal and four (4) copies must be presented in separate three ring binders. One (1) jump/flash drive with copies of entire submittal must be located in the front pocket of the binder containing the original submittal. Flash drive copies must be properly labeled with the Respondent's name and "RFQ #2019-004, General Planning Services Consultants".

Original submittal and four (4) copies must be submitted in a sealed envelope or box/container clearly marked with the RFQ title. EMAILED OR FAXED submittals will not be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of submittals shall be decided in the favor of the Village. Firms/individuals shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The Village will not be responsible for submittals received after opening time and encourages early submittal. Proposals received by the Village after the time specified for receipt will not be considered.

All information required by the RFQ must be supplied to constitute a regular submittal.

**SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.**

## **2.9 INSURANCE REQUIREMENTS**

Successful proposer shall maintain, at their sole expense, during the term of this agreement shall be required to maintain appropriate commercial insurance.

## **2.10 EXCEPTIONS TO SPECIFICATIONS**

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the Bid/Proposal to be considered non-responsive.

## **2.11 COMPLETE PROJECT REQUIRED**

The Work to be performed under any Agreement resulting from this RFQ shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Agreement Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Agreement Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Providers as though originally so specified or shown, at no increase in cost to the Village.

## **2.12 INQUIRIES**

Any questions regarding this Proposal shall be directed in writing to ERiera@nbvillage.com. All inquiries must have in the subject line the following: RFQ #2019-004, General Planning Services Consultants. If your request is seeking a public record, such as a proposer list or award list, it must be submitted to the Village Clerk and not to the e-mail stated above.

Respondents requiring clarification or interpretation of the RFQ must submit them via email on or before 12 pm noon Thursday, August 29, 2019. The firm/individual submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents. In addition, inquiries and responses may also be posted on the North Bay Village website.

## **2.14 ATTACHED FORMS**

### **2.14.1 Non-Collusion Affidavit**

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the RFQ submittal. Village considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this RFQ, the Party certifies the firm/individual has not divulged discussed or compared its/his/her Proposal with other Parties and has not colluded with any other respondents or parties to this RFQ whatsoever. Also, the firm/individual certifies, and in the case of a joint response, each Party thereto certifies, as to its/his/her own organization, that in connection with this RFQ.

No attempt has been made or will be made by the firm/individual to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this RFQ, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the Agreement to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the firm/individual for the purpose of doing business.

#### **2.14.2 Americans with Disabilities**

As part of any Proposal, each firm/individual must submit an executed American with Disabilities Act Non-Discrimination Statement attesting to compliance with 42 U.S.C. Section 12101 et, seq.

#### **2.14.3 Compliance with Equal Employment Opportunity**

The firm/individual shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the firm/individual has agreed to undertake by and through the covenants, and provisions set forth in this RFQ or subsequent Agreement.

#### **2.14.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposal on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for

CATEGORY TWO for a period of Thirty-Six (36) months from the date of being placed on the convicted vendors list.

**2.14.5 Tie Bid Form**

Whenever two or more Proposals are equal with respect to price, quality, and service are received by the Village, a Proposal submitted by a firm/individual that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties will be followed if none of the tied firms/individuals have a drug free workplace program.

**2.14.6 Domestic Partnership Certification Form**

Consultant shall be required to certify that it/he/she is aware with and shall comply with Section 101 of the North Bay Village's Code of Ordinances, requiring for Village contractors to provide equal benefits to domestic partners.

**The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this RFQ. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.**

**END OF SECTION 2**

### **SECTION 3 – OVERVIEW / SCOPE OF WORK**

The Village invites qualified firms to submit submittals for General Planning Consultant Services. The selected “Consultant(s)” will act as a technical resource for Village Staff. The selected “Consulting Team(s)” shall have the capability and experience to integrate basic planning practices (social, environmental and economic disciplines) to proactively engage residents and interested stakeholders in the Village’s planning decision-making process. The proposed technical staff should be composed of experienced planners with multi-disciplinary backgrounds that includes, but is not limited to, land use planning, project implementation, land development regulations, comprehensive planning, environmental planning, transportation planning, climate change elements and economic analysis. The services may be project specific (including cost recovery assignments) or general planning support for day-to-day operations of the Planning and Zoning Division and will be assigned on a work-order basis.

The Village may retain more than one firm to provide General Planning Consultant Services and may select multiple qualified persons or firms for each category of the following planning services:

1. General planning services
2. Concurrency Review
3. Land use and zoning analysis
4. Transportation studies
5. Environmental studies (Brownfield Redevelopment)
6. Plan and permit review (includes inspections services)
7. Natural and cultural resources assessments
8. Climate Change and Resilience Elements
8. Water resources planning
9. Public outreach support services
10. Review landscape plan
11. Other services as needed

Selected “Consultant(s)” must have readily available the technical capabilities and in-house resources to meet the requirements of this scope.

In addition, the “Consultant(s)” may be asked to assist the Village in project coordination meetings with other municipalities, regulatory agencies, developers, and local and state governments; prepare communication strategies and/or protocols to engage Village residents and interested stakeholders in the planning process; and assist the Village’s staff coordinate events, project meetings and formal presentations for specific project or community functions sponsored by North Bay Village.

**END OF SECTION 3**

**SECTION 4 – PROPOSAL SUBMITTAL FORM: RFQ#2019-004**

THIS PROPOSAL IS SUBMITTED TO:

North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

1. The undersigned Respondent proposes and agrees, if this RFQ is accepted, to enter into an agreement with North Bay Village to perform and furnish all goods and/or services as specified or indicated in the Agreement Documents for the Agreement Price and within the Agreement Time indicated in this RFQ and in accordance with the other terms and conditions of the Agreement Documents.
2. Respondent accepts all of the terms and conditions of the RFQ and Instructions to Respondents, including without limitation those dealing with the disposition of RFQ Security. This RFQ will remain subject to acceptance for 90 days after the day of RFQ opening. Respondent agrees to sign and submit the Agreement with the Bonds and other documents required by the RFQ Requirements within ten days after the date of Village’s Notice of Award.
3. In submitting this Proposal, Respondent represents, as more fully set forth in the Agreement, that:
  - (a) Respondent has examined copies of all the RFQ Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
Addendum No. _____	Dated: _____
  - (b) Respondent has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
  - (c) Respondent has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
  - (d) Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress,

performance, or furnishing of the Work at the Agreement Price, within the Agreement Time and in accordance with the other terms and conditions of the Agreement Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Respondent for such purposes.

- (e) Respondent has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Agreement Documents.
- (f) Respondent has given the Village written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the Village is acceptable to Respondent.
- (g) This RFQ is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Respondent has not directly or indirectly induced or solicited any other Respondent to submit a false or sham Proposal; Respondent has not solicited or induced any person, firm or corporation to refrain from submitting a submittal. Respondent has not sought by collusion to obtain for itself any advantage over any other Respondent or over the Village.

- 4. Respondent understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFQ.
- 5. Respondent agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

6. Communications concerning this RFQ shall be addressed to:

Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

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

Attention: \_\_\_\_\_

- 6. The terms used in this RFQ which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings



assigned to them in the General Conditions.

**STATEMENT**

I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY \_\_\_\_\_, 2013. Person Authorized to sign

RFQ:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Print Name)

\_\_\_\_\_ (Title)

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**END OF SECTION 4**

## **SECTION 5 – FORMS/DELIVERABLES**

**THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFQ.**

**PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

### **LIST OF ATTACHED FORMS:**

- Solicitation Response Form
- Respondent Information Worksheet
- Respondent Qualification Statement
- Business Entity Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Non-Collusion Affidavit
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Code of Silence Certification
- Tie Bids Certification
- Respondents Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards
- Domestic Partnership Certification

**Solicitation Response Form**

**PROPOSER MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.**

**Name:** RFQ# 2019-004  
General Planning Consulting Services

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

**Delivery Location:** North Bay Village  
Village Clerk's Office  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141

**Submitted by:** \_\_\_\_\_  
**(name and address)** \_\_\_\_\_  
\_\_\_\_\_

---

**PLEASE DO NOT TAPE BELOW THIS LINE**

**For Office Use Only:**

Date and Time Received:

Received by: \_\_\_\_\_

**# of originals: \_\_\_ # of copies: \_\_\_ # of CD copies: \_\_\_**

**PROPOSER INFORMATION WORKSHEET**  
RFQ #2015-XX

**COMPANY/AGENCY/FIRM NAME:** \_\_\_\_\_

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

**BUSINESS EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**CONTACT PERSON & TITLE:** \_\_\_\_\_

**CONTACT EMAIL ADDRESS:** \_\_\_\_\_ **PHONE No.:** \_\_\_\_\_

**BUSINESS HOURS:** \_\_\_\_\_

**BUSINESS LEGAL STATUS:** (circle one) CORPORATION/PARTNERSHIP/JOINT VENTURE/LLC

**BUSINESS IS A:** (circle one) PARENT/SUBSIDIARY/OTHER \_\_\_\_\_

**DATE BUSINESS WAS ORGANIZED/INCORPORATED:** \_\_\_\_\_

**ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT**

*(if different from address provided above):*

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

**INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:**

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

\_\_\_\_\_  
(First, Last Name) (Title) (Contact Phone Number)

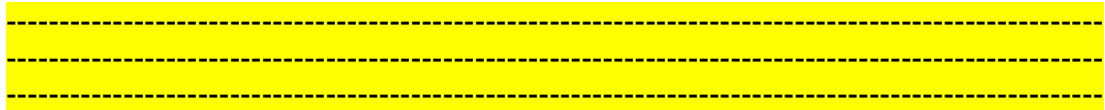
**CONTACT'S SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROPOSER QUALIFICATION STATEMENT**

**RFQ# 2019-0045**

The Bidder's/Respondent's response to this questionnaire will be utilized as part of the Village's overall Bid/Proposal Evaluation to ensure that the Bidder/Respondent meets, to the satisfaction of North Bay Village, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project:



**ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.**

1. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Yearly Budget/Cost \_\_\_\_\_  
Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

2. Project Name/Location \_\_\_\_\_  
Owner Name \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Contact Telephone No. \_\_\_\_\_  
Email Address: \_\_\_\_\_

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

3. Project Name/Location \_\_\_\_\_

Owner Name \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Telephone No. \_\_\_\_\_

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

Yearly Budget/Cost \_\_\_\_\_

Dates of Contract From: \_\_\_\_\_ To: \_\_\_\_\_

**BUSINESS ENTITY AFFIDAVIT  
(VENDOR / BIDDER/PROVIDERS DISCLOSURE)**

**RFQ # 2015-XX**

I, \_\_\_\_\_, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the North Bay Village ("Village") is/are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

\_\_\_\_\_  
Name of Entity, Individual, Partners, or Corporation

\_\_\_\_\_  
Doing business as, if same as above, leave blank

\_\_\_\_\_  
STREET ADDRESS SUITE CITY STATE ZIP  
CODE

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. 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:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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:

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

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Affiant

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced identification \_\_\_\_\_

Notary Public-State of \_\_\_\_\_

\_\_\_\_\_  
Type of Identification

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public



**AMERICANS WITH DISABILITIES ACT (ADA)**  
**DISABILITY NONDISCRIMINATION STATEMENT**

**RFQ # 2019-004**

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

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

This sworn statement is submitted to the North Bay Village, Florida

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Number (FEIN) is: \_\_\_\_\_

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

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

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
SIGNATURE

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_

OR

Produced Identification \_\_\_\_\_

Notary Public- State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed, typed, or stamped commissioned name of Notary Public

**NON-COLLUSION AFFIDAVIT**

**RFQ # 2019-004**

State of \_\_\_\_\_ )

) SS

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

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the  
BIDDER/PROPOSER that has submitted the attached RFQ;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached RFQ  
and of all pertinent circumstances respecting such RFQ;

(3) Such Bid/Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or  
agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham  
Proposal in connection with the Work for which the attached RFQ has been submitted; or to refrain from  
bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement  
or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead,  
profit, or cost elements of the RFQ or of any other PROPOSER, or to fix any overhead, profit, or cost  
elements of the RFQ Price or the RFQ Price of any other PROPOSER, or to secure through any  
collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any  
person interested in the proposed Work;

Signed, sealed and delivered in the presence of:

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

**ACKNOWLEDGMENT**

State of Florida

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

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned Notary Public of The State  
of Florida, personally appeared \_\_\_\_\_ and (Name(s) of

individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC:

SEAL OF OFFICE:

\_\_\_\_\_

(Name of Notary Public: Print, Stamp, or Type as Commissioned.)

Personally known to me, or

Personally identification:

(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures Notarized:

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**RFQ # 2015-XX**

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_ whose  
business address is \_\_\_\_\_  
\_\_\_\_\_ and (if  
applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had  
no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.

2. 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 with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 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.

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any 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, executors, 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 prime 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.

5. I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

By: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Title) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Personally known \_\_\_\_\_ Or Produced  
Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_ My  
Commission Expires \_\_\_\_\_

(Type of Identification)

(Printed, typed, or stamped commission name of notary public)

**DRUG-FREE WORKPLACE PROGRAM**  
**RFQ #2019-04**

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to quality and service, as applicable, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a submittals received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
VENDOR'S SIGNATURE

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
VENDOR PRINT NAME



**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

**RFQ# 2019-004**

I, \_\_\_\_\_, \_\_\_\_\_  
(Individual's Name) (Title)

of the \_\_\_\_\_, do hereby certify that  
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
DATE





**TIE PROPOSALS CERTIFICATION**  
**RFQ#2015-XX**

I, \_\_\_\_\_, \_\_\_\_\_  
  (Individual's Name)  (Title)  
of the \_\_\_\_\_, do hereby certify that I have  
read and understand the requirements/procedures for Tie Proposals set forth under  
sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid submittal.

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date

**PROPOSER'S CERTIFICATION**  
**RFQ #2019-004**

I have carefully examined the RFQ, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the goods or services specified in the RFQ. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.

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 submittal 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.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the Village or any other Respondent is interested in said RFQ; and that the undersigned executed this Respondents Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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/submittal on a contract to provide any goods or services to a public entity, may not submit a submittal on a contract with a public entity for the construction or repair of a public building or public work, may not submit submittal 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.

\_\_\_\_\_  
Name of Business

By:

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Village, State and Zip Code

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

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_

\_\_\_\_\_  
My Commission Expires

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I HEREBY CERTIFY that a meeting of the Board of Directors of the

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ a Corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_, 20\_\_\_\_ , to North Bay Village and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

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

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

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF                    )  
                                  ) SS:  
COUNTY OF                )

I     HEREBY     CERTIFY     that     a     meeting     of     the     Partners     of     the  
\_\_\_\_\_

\_\_\_\_\_ a Partnership existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_,  
the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_, as \_\_\_\_\_ of the Partnership, be and  
is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_\_, to North Bay Village  
and this Partnership and that their execution thereof, attested by the  
\_\_\_\_\_ shall be the official act and deed of this Partnership."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**CERTIFICATE OF AUTHORITY  
IF JOINT VENTURE**

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_ a corporation existing under the laws of the State of \_\_\_\_\_, held on \_\_\_\_\_, 20\_\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that, \_\_\_\_\_ as \_\_\_\_\_ of the Joint Venture be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_ 20\_\_\_\_, to the North Bay Village official act and deed of this Joint Venture."

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Secretary: \_\_\_\_\_

(SEAL)

**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

To the North Bay Village

We \_\_\_\_\_, hereby acknowledge and agree that we have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless North Bay Village, against any and all liability, claims, damages losses and expenses they may incur due to our failure to comply with such act or regulation.

\_\_\_\_\_  
PROPOSER

\_\_\_\_\_  
ATTEST

BY: \_\_\_\_\_

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

**RFQ #2019-004**

THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Respondent, by virtue of the signature below, certifies that it is aware of the requirements of Section 101 of the North Bay Village’s Code of Ordinances, “Requirement for Village contractors to provide equal benefits to domestic partners”, and certifies the following:

**Please check only one below**

- 1. The Respondent currently complies with the requirements of Section 101 of the North Bay Village’s Code of Ordinances and provides benefits to domestic partners of its employees and the partners’ dependents on the same basis as it provides benefits to employees’ spouses and the spouses’ dependents
- 2. The Respondent will comply with the requirements of Section 101 of the North Bay Village’s Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners’ dependents on the same basis as it provides benefits to employees’ spouses and the spouses’ dependents
- 3. The Respondent will not comply with the requirements of Section 101 of the North Bay Village’s Code of Ordinances at time of award
- 4. The Respondent does not need to comply with the requirements of Section 101 of the North Bay Village’s Code of Ordinances at time of award because the following exemption applies:

**Please check only one below**

- The Respondent’s price bid for the initial contract term is \$100,000 or less
- The Respondent employs less than twenty-five (25) employees
- The Respondent does not provide benefits to employees’ spouses or spouse’s dependents
- The Respondent is a religious organization, association, society, or non-profit charitable or educational institution
- The Respondent is a government entity
- The Respondent cannot comply with the requirements of Section 101 of the North Bay Village’s Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Please state the law, statute or regulation

\_\_\_\_\_,  
(Attach explanation of its applicability).



**DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)**

I, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_  
(Name) (Title) (Respondent)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

\_\_\_\_\_  
Signature Print Name

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_

by \_\_\_\_\_, to me personally known \_\_\_ or produced

Identification \_\_\_type of identification produced:\_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public My commission expires:\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Print name of Notary Public

**END OF SECTION**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
NORTH BAY VILLAGE  
AND**

**FOR  
GENERAL PLANNING CONSULTING SERVICES**

**THIS AGREEMENT** is made between \_\_\_\_\_, a Florida corporation, (hereinafter the “Consultant”), and NORTH BAY VILLAGE, **FLORIDA**, a Florida municipal corporation, (hereinafter the “Village”).

**WHEREAS**, the Consultant and Village, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for \_\_\_\_\_ (the “Project”); and

**WHEREAS**, the Village desires to engage the Consultant to perform the services specified below.

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

1. **Scope of Services/Deliverables.**

- 1.1 The Consultant shall furnish professional services to the Village as set forth in the Scope of Services..
- 1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the Village.

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect through \_\_\_\_\_, 20\_\_, unless earlier terminated in accordance with Paragraph 8. The Village Manager may extend the term of this Agreement up to an additional 180 days by written notice to the Consultant
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the Village Manager.

3. **Compensation and Payment.**

- 3.1 The Consultant shall be compensated in the following manner:

\_\_\_ A lump sum amount of \$\_\_\_\_\_, regardless of the number of hours or length of time necessary for Consultant to complete the Scope of Services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by the Village. The bill[s] shall identify the services completed and the amount charged.

\_\_\_ On a time and material/expense basis to complete the Scope of Services, provided, however, that total payments to Consultant shall not exceed \$\_\_\_\_\_, without the prior written approval of the Village. Consultant shall submit its bills in arrears upon the completion of each task or deliverable in accordance with the Project Schedule or on a monthly basis in a form approved by the Village. The bills shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

3.2 The Village shall pay Consultant in accordance with the Florida Prompt Payment Act.

3.3 If a dispute should occur regarding an invoice submitted, the Village Manager may withhold payment of the disputed amount and may pay to the Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the Village Manager whose decision shall be final.

4. **Sub-consultants.**

4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

a. Any sub-consultants used on the Project must have the prior written approval of the Village Manager or his designee.

5. **Village's Responsibilities.**

5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Consultant, in possession of the Village.

5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

6. **Consultant's Responsibilities.**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a professional \_\_\_\_\_ under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the Village Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The Village in no way assumes or shares any responsibility or liability of the Consultant or Sub Consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any Village related matter.

8. **Termination.**

8.1 The Village Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall stop work on the Project.

8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of

termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

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

9. **Insurance.**

9.1 The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Section 2.9. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the Village at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The Village further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. **Nondiscrimination.**

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

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

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

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

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

12.3 Ten dollars (\$10) of the payments made by the Village constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Consultant.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village:       Ralph Rosado  
                                  Village Manager  
                                  North Bay Village  
                                  1666 Kennedy Causeway  
                                  North Bay Village, FL 33141

With a Copy to:       Daniel A Espino, Esq.  
                                  Village Attorney  
                                  Weiss Serota Helfman  
                                  Pastoriza Cole & Boniske, P.L.  
                                  2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor  
                                  Coral Gables, FL 33134

For The Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida.

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

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

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

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

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Consultant providing services to the Village under this Agreement shall be the property of the Village.

16.2 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

16.3 The Village may cancel this Agreement for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

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

18. **Severability.**

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

19. **Independent Contractor.**

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

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.

21. **Waiver**

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

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**



23.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. **Counterparts**

24.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties execute this Agreement on the respective dates under each signature: The Village, signing by and through its Village Manager, attested to by its Village Clerk, duly authorized to execute same and by Consultant by and through its \_\_\_\_\_, whose representative has been duly authorized to execute same.

Attest:

**North Bay Village**

\_\_\_\_\_  
Eloria Riera, CMC, Village Clerk

By: \_\_\_\_\_  
Ralph Rosado, Village Manager  
Date: \_\_\_\_\_

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of North Bay Village:

\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
Village Attorney

**CONSULTANT**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

