



North Bay Village

Request for Qualifications
Consulting Services For
Land Development Regulations
Update
RFQ # 2019-002

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North Bay Village

Consulting Services For Land Development Regulations Update

RFQ # 2019-002

NOTICE: Pursuant to the Procurement Ordinance of the North Bay Village (the "Village"), the Village hereby gives notice of its intent to solicit statements of qualifications from interested parties and/or firms in response to this Request For Qualifications for "**Consulting Services.**" Statements of qualifications must be received by Elora Riera CMC, Village Clerk, North Bay Village, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141 by **Thursday, at 4:00 PM on May 30th, 2019**. Submittals shall be clearly marked "**RFQ#2019-002, "Consulting Services For Land Development Regulations Update"**".

All submittals shall be publicly opened and recorded on May 31st, 2019 at 11:00 AM. Late submittals shall **not** be accepted or considered.

Respondents are to deliver **One (1) original and five (5) bound copies**, of the submittal statements of qualifications, containing all documentation and information desired to be for considered. In addition, respondents are to deliver **one (1) USB drive or CD-Rom containing a PDF copy of the scanned original with signatures and all materials of the submittal.**

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

PROJECT OVERVIEW

By way of this RFQ, the Village is soliciting Statements of Qualifications from qualified and interested parties for the provision of a Consulting Services For Innovative Land Development Regulations Update (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 qualifications packet in accordance with the procedure and schedule in this RFQ. The Village will review submittals only from those persons and/or firms that submit a State of Qualifications packet that includes all the information required to be included as described herein (in the sole judgment of the Village).

The Village intends to qualify person(s) and/or firm(s) that: (a) possesses the professional and administrative capabilities to provide the proposed services, and (b) will agree to work under the compensation terms and conditions determined by the Village to provide the greatest benefit to the taxpayers of the Village.

A copy of the complete RFQ may be obtained from the North Bay Village website, www.nbvillage.com, by clicking on the Village Clerk link under Village Departments. Select the "RFP/Open Bids" link.

All questions or comments should be directed to the following email: eriera@nbvillage.com. Inquiries must reference "**RFQ 2019-002 Consulting Services For Land Development Regulations Update**" 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:

Cut- off Date for Questions:	May 15th 2019	12:00 PM
RFQ Responses Due:	May 30th 2019	4:00 PM
Opening of RFQ:	May 31st 2019	11:00 AM

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

SECTION 1 – TECHNICAL SPECIFICATIONS

OVERVIEW:

The municipality of North Bay Village (“Village”) is seeking a response to this Request for Qualifications (RFQ) from consultants interested in providing professional services needed to develop Village-wide Land Development Regulations (LDRs). This document is intended to be used as the instrument to request qualifications and to establish the contract conditions and specifications desired by the Village.

The Village’s three islands (Harbor Island, Treasure Island and North Bay Island) are strategically located between the barrier towns of Miami Beach and Miami’s mainland. Surrounded by the Intracoastal Waterway, the Village presents unique yet challenging development conditions. In order to be considered, a firm submitting a proposal must have substantial relevant experience in conducting public planning charrettes/workshops and writing and/or revising LDRs, as well as in innovative thinking that addresses global economic and climate trends with in-depth knowledge of what works locally.

1.1 SCOPE OF SERVICES:

Primary Work Product: This contract will result in:

- a. **A Village-Wide Master Plan.** *The selected consultant will participate in a public charrette and develop a master plan that reflects the input from the Village, its residents and business community. The consultant will provide illustrations, plans, and graphics of concepts developed during the charrette. Knowledge of sustainable design and adaptation and mitigation strategies are required.*
- b. **Innovative Land Development Regulations.** *The LDRs shall be the ultimate tool to implement the community’s vision and are meant to supersede (either entirely or in part) the present zoning regulations and other local land development regulations that apply to North Bay Village.*

1.2. OUTLINE OF WORK PRODUCT

- a. **Village-Wide Master Plan**
 - i. **Pre-Design Charrette Activities**
 1. **Interviews.** The Consultant will conduct interviews with appropriate stakeholders. These interviews will include groups and individuals including elected officials, nonprofit organization leaders, property owners, neighborhood representatives, local design professionals, developers, business organizations, and municipal staff.
 2. **Site Analysis.** The Consultant will become familiar with the physical details of North Bay Village, its scale and character, the importance of its strategic location, and the historic patterns of urbanism and architecture both within the Village and in the surrounding municipalities.

3. **Website.** The Consultant will provide information for the Village's website. As officials deem appropriate, the Consultant will provide materials including text, photographs, maps, renderings, and other images for the web site. This material will describe the Consultant's credentials and help explain the project's process.
4. **Public Relations.** The Consultant shall indicate how it will assist the Village with media outreach and public information releases.

ii. Public Design Process

1. **Generate necessary background maps.** The Village will provide necessary base map information to the Consultant. These documents will be used to produce the maps that will be used during the preparation of the Village-wide master plan and LDRs.
2. **Public Design Charrette or Workshops.** The Consultant will organize and lead a full planning charrette or a series of public design workshops to engage the community, gather ideas and formulate implementation strategies. While the end result will be new land development regulations, the resulting master plan needs to include proposals (as necessary) and town planning strategies that create vital mixed-use centers, multi-modal corridors, and livable neighborhoods. At the conclusion of the charrette or workshop process the Consultant will present the work generated to-date. Plans, renderings, and initial LDR recommendations that reflect ideas articulated in the workshops will be publicly presented and further feedback solicited from the community. ***The Consultant shall clearly outline the proposed Charrette or Workshop process, including charrette length or number of workshops, community engagement efforts, public access to design team, space needs and other pertinent information.***

b. Innovative Land Development Regulations

- i. **Design Parameters for Innovative Land Development Regulations.** The new LDRs will regulate development to ensure high-quality public spaces defined by a variety of building types and uses including housing, retail, office and civic space. The new LDRs will incorporate a regulating plan, building form standards, street standards, use regulations as needed, descriptive building or lot types and other elements needed to implement the principles of functional and vital urbanism and practical management of growth.
- ii. **Integration of the LDRs.** The Consultant must be available after the culmination of its contractual obligations to assist the Village with integration of the LDRs into North Bay Village's existing regulatory framework (comprehensive plan and existing land development regulations).

1.3. GENERAL SUBMISSION INFORMATION:

Responding firms should submit one (1) original and five (5) bound copies of the response, plus one (1) electronic copy on USB flash drive or CD-ROM.

a. Response Requirements: Responses to this RFQ should be provided in the following clearly labeled format as listed below.

- i. Provide a brief description of the firm, including the number of years the firm has been in existence, range of professional services, office location(s), and staff size.
- ii. Include an organizational chart that indicates the proposed key personnel for this project and their responsibilities. This should also include any proposed subcontractors.
- iii. Provide for each of the key personnel and subcontractors related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. This portion of the submittal shall include a resume for each proposed individual and shall be limited to a single page per person. Please note if any proposed individual would be a subcontractor or consultant outside the lead firm. Explain the firm's past experience with each subcontractor listed. No change in the proposed key personnel or subcontractors will be approved without express written consent of the Village.
- iv. Identify the project's principal contact and contact information.
- v. The Village is interested in the experience of the firm and/or the proposed project leaders on similar projects. Please provide information regarding at least three (3) similar, adopted and preferably implemented projects and include the following items in the narrative:
 - o project name and location;
 - o year completed;
 - o owner representative's name, title, address, and phone number;
 - o project description and cost;
 - o whether your firm was the prime or a sub-consultant on the project; and
 - o name of project manager and members of the project team.
 - o Projects must have been completed within the last seven (7) years.
- vi. Provide a graphic timeline and project schedule with key milestones identified.
- vii. Describe a general project approach and methodology that would be employed to complete the project.
- viii. Include any additional information, such as awards or special recognition that will aide in ascertaining the firm's qualifications for this project.

Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFQ. All costs and expenses incurred or expended in investigation, preparation, and submittal of a Proposal in response to this RFQ, requests for clarification, and other inquiries, or otherwise arising out of this RFQ are solely the responsibility of the Proposer. Under no circumstances shall the Village or any official, employee, or representative, agent, or advisor of the Village be liable for any such costs or expenses whatsoever, whether or not the Proposer is awarded a contract or, if awarded, such contract.

END OF SECTION 3

SECTION 2.0: 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.

Village Clerk

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.

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) submitting a statement of qualifications 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/Proposer/Bidder

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

Successful Respondent/Proposer/Bidder

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 Commission, and a contract will be executed for the provisions of the goods and/or services specified in the ITB/RFQ and a Notice of Commencement will be issued.

(iii) Statement of Qualifications/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 regarding this RFQ shall be directed in writing by email, to the Village Clerk email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly 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 publicly and to all registered prospective respondents via email notification. Addendum will be uploaded to the Village Clerk's 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 statement of qualifications 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 Village Clerk. 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 Clerk 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 Record Law). Respondents must claim the applicable statutory exemptions to protect submittals, stating 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.

1.6 WITHDRAWAL OF BID/RFQ

A respondent may, without prejudice, withdraw, modify, or correct the statement of qualifications 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 waive any technicalities. As a matter of information, the Village Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any submittal,

which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of RFQ itself does not in any way constitute a contractual agreement between the Village and the 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 Bidder/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 STATEMENT OF QUALIFICATIONS

- (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 Request for Qualifications.

- (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 incurred by the Bidder/Respondent in connection with such interviews/ presentations (i.e. travel, accommodations, etc.).

- (iii) **Request for Modifications**
The Village reserves the right to request that the Respondents(s) modify a submittal to more fully meet the needs of the Village.

- (iv) **Bid/RFQ Acknowledgment**
By submitting a statement of qualifications, the respondent certifies that he/she/it has fully read and understands the bid 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 bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the submittals.

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

- (vii) **Alternate Bids**
An alternate bid 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 Request for Proposals/Qualifications/Invitation to Bid and the responses are in the public domain. However, the Respondents are required to *identify specifically* any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids/proposals received from Bidders/Respondents in response to this Request for Qualifications will become the property of the Village and will 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's Procurement Code

Cone of Silence, Village Code

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 Village Board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or 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 statement of qualifications is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village. Respondent must complete and execute the Business Entity Affidavit form. The term "Respondent," as used herein, include any person or entity making a proposal herein to Village or providing goods 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 North Bay Village Code are applicable to this transaction.

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

- (a) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the Village's professional staff;
- (b) Any communication regarding this RFQ between the Mayor, Commission members and any member of the Mayor and Commission's professional staff;
- (c) Any communication regarding this RFQ between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;

- (d) Any communication regarding this RFQ between the Mayor, Commission members and any member of the selection committee therefore;
- (e) Any communication regarding this RFQ between any member of the Village's professional staff and any member of the selection committee; and
- (f) Any communication regarding this RFQ between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Commission

1.11.2 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 Commission. However, if the Village Commission 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.

1.11.3 The Cone of Silence shall not apply to:

- (a) Oral communications at pre-bid conferences;
- (b) Oral presentations before selection of evaluation committees;
- (c) Public presentations made to the Village Commission during any duly noticed public meeting;
- (d) written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist or consultant and the Village Clerk or Village employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (e) Communications with the Village Attorney and his or her staff;
- (f) Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- (g) Any emergency procurement of goods or services pursuant to Village Code;
- (h) Responses to the Village's request for clarification or additional information pursuant to section 1.10 of this RFQ;

- (i) Contract negotiations during any duly noticed public meeting;
- (j) 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.

1.11.4 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 Commission 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 Bid/Proposal, Respondent acknowledges that the materials submitted with the Bid/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 Bid/Proposal.

1.13 CANCELLATION

In the event any of the provisions of this bid 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 Commission 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 the 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. Damages occurring to such property while in route

to the Village shall be the responsibility of the Awarded Respondent. In the event that such property is destroyed or declared a total loss, the Awarded Respondent shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

1.16 TERMINATION FOR DEFAULT

If the Awarded Respondent defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the Village Manager 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 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 30 days prior written notice when it is in the best interests of the Village. If the Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the Village, the Awarded Respondent will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and 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 CONFIDENTIALITY

As a political subdivision, the Village is subject to the Florida Sunshine Act and Public Records Law. If the Contract that may result from this RFQ contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.19 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.

1.20 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,

1.21 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.

1.22 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.

1.23 ATTORNEY FEES

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

1.24 NO PARTNERSHIP OR JOINT VENTURE

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

1.25 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Respondent, which shall be substantially in the form provided in Exhibit "A", attached hereto and incorporated herein by reference, shall include, but not be limited to, the following terms and conditions in the same or similar language:

- 1.25.1 The Awarded Respondent agrees to indemnify, defend and hold harmless the Village, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Respondent, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the

parties; unless said claim for liability is caused solely by the negligence of the Village or its agents or employees.

- 1.25.2 The Awarded Respondent shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device, which is the subject of patent rights or copyrights. Awarded Respondent shall, at its own expense, hold harmless and defend the Village against any claim, suit or proceeding brought against the Village which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Respondent shall pay all damages and costs awarded against the Village.
- 1.25.3 An understanding and agreement, by and between the Awarded Respondent and the Village, that the completion time as specified in Awarded Respondent's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION 2

3.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to obtain the qualifications of individuals and/or firm and to establish a contract, through open, competitive qualifications, for providing “Innovative Land Development Regulations Update.”

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

The proposal shall state the size of the firm, the size of the firm’s governmental staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm shall identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, specialists and staff who would be assigned to the engagement. The firm shall provide information on the governmental experience of each person.

If the Proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal shall be noted.

The firm must have performed work in the State of Florida. Supporting references must include company name or governmental agency, contact person, telephone number and email address. It is the responsibility of the provider to ascertain that the contact person will be responsive.

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

2.3 LICENSING

An affirmative statement shall be included indicating that the firm is properly registered and licensed to perform the tasks requested.

2.4 TERM OF CONTRACT

The Village and the Awarded Respondent 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 fully authorized meeting. If the Bidder/Proposer awarded the Contract fails to enter into a contract as herein provided,

the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the Village.

2.5 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Statement of Qualifications must be submitted on and with 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 proposal may be attached behind the Bid/Proposal Response form. Copies may be obtained from the Village Clerk, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141. Submittals 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.

Refer to section 4.2 for format guidelines.

2.6 METHOD OF AWARD

The Village will open all submittals received prior to the stated deadline in a public forum and will announce the names 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 this solicitation. The Village shall be the sole judge in determining Proposer's qualifications.

The Village, at its sole discretion, reserves the right to inspect any / all Proposer's facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposer, 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 Contract.

The Village's selection committee will evaluate proposals and will select the Provider which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the proposals, 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 Qualifications and to establish the most advantageous Providers. Each

proposal will be evaluated by each Selection Committee member using the procedures outlined.

Phase I- The Village will evaluate and rank all Request for Qualifications to select a Respondent or “shortlist” firms/ individuals that will advance to Phase II of the selection process.

“Shortlist” firms shall refer to the selection of the top proposers after the Phase I evaluation process. Whenever a tie occurs, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ.

Based on the number of RFQ submissions received, the evaluation committee may elect that all proposers participate in the Phase II evaluation process. 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 selected or “shortlisted” firms will make a presentation to the Village Commission who will consider delivery and content of the applicant’s presentation together with the selection committee’s recommendations and proceed to select a firm or individual with whom negotiations to perform the outlined tasks will be initiated.

2.7.1 PHASE I – EVALUATION

Summarized below are the Evaluation Categories of Phase I: Maximum points 100

Factor	Points
The quality and effectiveness of consultant’s past projects of similar scope	30
The firm’s proposed project methodology and approach	25
The knowledge, skills, experience and diversity of the proposed team	25
The firm’s proposed work schedule	20

TIE PROPOSALS

Whenever a tie occurs for the top-ranking position after phase I of evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine

the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

AWARD OF CONTRACT

The Village anticipates entering into a contract with the Provider who submits the Proposal 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 proposals are reviewed and accepted by appointed staff, the best proposal 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 proposals.

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

2.8 DUE DATE

All submittals are due no later than Thursday May 30, at 4:00 PM, EST or any time prior thereto at the Village Clerk's Office, Village Hall, 1666 Kennedy Causeway, 3rd Floor, North Bay Village, FL 33141. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and five (5) bound copies must be presented. USB drive or CD-Rom of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Proposer's name and **"RFQ #2019-002, "Consulting Services For Land Development Regulations Update"**.

Original submittal and five (5) copies must be submitted in a sealed envelope or box/container clearly marked with the RFQ title. EMAILED OR FAXED proposals 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 proposals shall be decided in the

favor of the Village. Providers shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The Village cannot be responsible for proposals 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 Request for Qualifications must be supplied to constitute a regular submittal.

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

2.10 INSURANCE REQUIREMENTS

Successful respondent shall maintain, at their sole expense, during the term of this agreement regular business and/or professional liability insurance.

2.11 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.

2.12 INQUIRIES

Any questions regarding this Proposal shall be directed in writing to the Village Clerk via email at eriera@nbvillage.com. All inquiries must have in the subject line the following: **RFQ #2019-002, "Consulting Services For Land Development Regulations Update.**

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.

Proposers requiring clarification or interpretation of the RFQ must submit them via email on or before 12 pm noon, May 15, 2019. The person or firm 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 Proposers. In addition, inquiries and responses may also be posted on the North Bay Village website.

2.13 ATTACHED FORMS

2.13.1 Non-Collusion Affidavit

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. 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 Invitation to Participate, the Party certifies the Respondent has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

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

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

2.13.2 Prohibition on Contingent Fees

As part of any Statement of Qualifications, the Respondent shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure the agreement that may result from this RFQ and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the Village shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.13.3 Americans with Disabilities

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.13.4 Compliance with Equal Employment Opportunity

The Prime Respondent 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 Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.13.5 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 Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications 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 place on the convicted vendors list.

2.13.6 Truth in Negotiating Certificate

As part of any Statement of Qualifications, the Respondent shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Qualifications and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later.

The above referenced forms are included in 'Forms / Deliverable' at Section 6 of this RFQ. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Proposals received with incomplete forms may be deemed unresponsive.

END OF SECTION 3

SECTION 4

INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 RULES FOR STATEMENT OF QUALIFICATIONS

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

4.2 STATEMENT OF QUALIFICATIONS FORMAT

Respondents shall prepare their statement of qualifications using the following format and should include, but not be limited, to the following:

4.2.1 Binder and Labeling/Marking Requirements

All submissions (one original and five copies) shall be bound or placed in three-ring binders each. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD-Rom or USB drivecopies and the five (5) required copies must be exact duplicates of the original submission. Failure to provide exact copies shall result in submittal being non-responsive.

4.2.2 Letter of Transmittal

- a. This letter will summarize in a brief and concise manner, the Respondent's understanding of the scope of work and make a positive commitment to timely perform the work.
- b. The letter must name all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length.

4.2.3 Addendum Acknowledgement

Statement acknowledging receipt of each addendum issued by the Village.

4.2.4 Qualification and Experience

Qualifications and experience of the firm(s)/individual(s) who will provide the services and clearly identified items Items A – F outlined in this section.; Firm(s)/individual(s) must demonstrate their qualifications in order to be considered. Firms/individuals must demonstrate that past experience includes at a **minimum of five (5) years of experience.**

Village Staff shall not be used as reference.

A. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“RFQ #2019-002, “Consulting Services For Land Development Regulations Update.”**

B. Table of Contents

Include a clear identification of the material by section and/or by page number.

C. Firm Background

1. Details on the qualifications of the applicant/ firm, including documentation of the applicants experience with similar work, for local governments during the past five (5) years. Include firm’s size, structure, location of management and charter authorization and licenses to do business. Also include the firm’s national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.

2. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).

3. Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the date or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant’s information.

4. List all memberships in trade associations and member involvement.

D. Experience

1. Provide details on the qualifications of the applicant’s key individual(s) including the project manager who will perform the work; including education, experience and

specialized knowledge and expertise.

2. Describe your firm's and project manager's relevant experience within Miami-Dade County.
3. Provide three client references (public references preferred) including client name, contact personnel, address, phone number, length of time you have provided services and a list of any other related services provided.
4. Provide at least three (3) examples of your firm's relevant experience. Include name of agency, address, project budget, firm's duties under this project, firm's compensation for this project, and completion date. **Village Staff shall not be used as a reference.**

E. Personnel

1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
2. Provide detailed resumes showing all key professionals who will be directly responsible for services to the Village. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.
3. Describe your firm's activities to keep personnel informed of developments relevant to governmental accounting practices government funds.

F. Approach and Discipline

1. Describe your firm's approach to the update of the Village's Innovative Land Development Code.
2. Describe the methodology you are proposing for the Village, including the type of deliverables you propose to present, and how the firm will communicate effectively with the Village?
3. What are the primary strategies employed by your firm for adding value?
4. Describe your firm's research capabilities and resources.
5. Briefly describe any additional feature, attributes or conditions, which Village should consider in selecting your firm.

END OF SECTION 4

Section 5: PROPOSAL SUBMITTAL FORM:

RFQ #2019-002

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 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, 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 proposal. 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: _____

7. 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 _____, 2019.

Person Authorized to sign RFQ:

_____ (Signature)

_____ (Print Name)

_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

END OF SECTION 5

SECTION 6 – FORMS / DELIVERABLES

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

RESPONDENTS SHALL SUBMIT THE SUBSEQUENT FORMS ON **PAGES 33-52 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.**

LIST OF ATTACHED FORMS:

- Solicitation Response Form
- Certification of Solicitation Requirements
- Contact Information Worksheet
- Respondent Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Equal Employment Opportunity Certification
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Anti-Kickback Affidavit
- Code of Silence Certification
- Respondent's Certification
- Certificate of Authority
- Tie Submittal Form

Solicitation Response Form

RESPONDENTS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name: **RFQ #XXX-2019, “Consulting Services For Land Development Regulations Update”**

Due Date: May 30th, 2019 at 4:00 pm

Delivery Location: Village Hall

Submitted by: _____
(name of company and address) _____

Survey: What alerted you to this RFQ? (Circle One)

Demand Star, APA Website, Planetizen Website, Village’s Web Site, Other

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:

Received by: _____

**CERTIFICATION OF SOLICITATION REQUIREMENTS
RFQ #2019-002**

**RESPONDENTS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET.
FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.**

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

We, the undersigned have carefully read and understand all the requirements of the solicitation including but not limited to the sections specified below. Please initial next to each requirement below:

_____ Project Overview	Schedule of Events
_____ Project Overview	Due Date
_____ Previous Page	Solicitation Response Form (previous page)
_____ Section 1.0	Technical Specifications
_____ Section 2.0	Special conditions
_____ Section 3.0	General conditions
_____ Section 4.0	Instructions for Preparing Proposals
_____ Section 5.0	Proposal Submittal Form

As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.

VENDOR'S SIGNATURE

NAME OF COMPANY

VENDOR PRINT NAME

CONTACT INFORMATION WORKSHEET
(To be completed by prime respondent)

RFQ #2019-002

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

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 AND EXECUTE CONTRACTS ON BEHALF OF THE FIRM (NOTE: CONTACT PERSON CAN BE DIFFERENT FROM AUTHORIZED REPRESENTATIVE):

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(First, Last Name)	(Title)	(Contact Phone Number)
--------------------	---------	------------------------

(Resumes of individuals named on this sheet must be included in submittal)

CONTACT'S SIGNATURE: _____ DATE: _____

RESPONDENT QUALIFICATION STATEMENT

RFQ #2019-002

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/RESPONDENT MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT RESPONDENTS 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

(RESPONDENT DISCLOSURE)

RFQ #2019-002

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with North Bay Village ("Village") 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 VILLAGE 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

**NON-COLLUSION AFFIDAVIT
RFQ #2019-002**

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____, the
RESPONDENT that has submitted the attached Statement of Qualifications;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached
Statement of Qualifications and of all pertinent circumstances respecting such Statement of
Qualifications;
- (3) Such Statement of Qualifications is genuine and is not a
collusive or sham Statement of Qualifications;
- (4) Neither the said RESPONDENT 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 RESPONDENT, firm, or person to submit a
collusive or sham Statement of Qualifications in connection with the Work for which the attached
Statement of Qualifications 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 RESPONDENT, firm, or person to fix any overhead, profit,
or cost elements of the Statement of Qualifications or of any other RESPONDENT, or to fix any
overhead, profit, or cost elements of the Agreement Price or the Agreement Price of any other
Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement
any advantage against (Recipient), or any person interested in the proposed Work; and

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by
_____, who is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

No Contingency Affidavit
RFQ #2019-002

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ (Owner, Partner, Officer, Representative or Agent) of _____, the BIDDER that has submitted the attached Bid;
- (2) Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

RFQ #2019-002

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 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.

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by
_____, who is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFQ #2019-002

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.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFQ #2019-002

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.
3. 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.

4. 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 MAY 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: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2019 by _____, who is personally known to me or has produced _____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

DRUG-FREE WORKPLACE PROGRAM

RFQ #2019-002

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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 bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' 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

**ANTI-KICKBACK AFFIDAVIT
RFQ #2019-002**

State of _____)
) SS
County of _____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of North Bay Village, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
Print Name: _____

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 2019 by
_____, who is personally known to me or has produced
_____ as identification.

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

CONE OF SILENCE CERTIFICATION
RFQ #2019-002

I, _____, _____
(Individual's Name) *(Title)*

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under Section 3.4 of this document titled Cone of Silence.

Attachment of this executed form, as such, is required to complete a valid response to this solicitation for services.

Individual's Signature

Date

RESPONDENT'S CERTIFICATION
RFQ #2019-002

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

I hereby propose to furnish the goods or services specified in the Request for Qualifications. 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 proposal 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 proposal 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 North Bay Village or any other proposer is interested in said proposal; and that the undersigned executed this Respondent's 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.

RFQ SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP
RFQ #2019-002

The full names and residences of persons, partners or firms interested in the foregoing RFQ, as principals are as follows:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Witness:
(seal)

Bidder:

Firm Name

Signature

Print Name

Title (Sole Proprietor or Partner)

Post Office Address:

County in which fictitious name is registered.

Telephone #

Attach a copy of proof of registration.

RFQ SIGNATURE PAGE FOR CORPORATION

RFQ #2019-002

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Address</u>
President	_____	_____
Vice-President	_____	_____
Secretary	_____	_____
Treasurer	_____	_____
Registered Agent	_____	_____

The full names and residences of stockholders, persons, or firms interested in the foregoing RFQ, as principals, are as follows:

Post Office Address

Bidder

 Corporate Name

 President's Signature

Is this corporation incorporated in the State of

_____ Attest:
 Yes ___ No ___ Secretary

If no, give address of principle place of business:

TIE SUBMITTAL CERTIFICATION

RFQ #002- 2019

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 1.11 of this document.

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

Individual's Signature

Date

Exhibit "A"
Sample Professional Services Agreement

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

FOR

THIS AGREEMENT is made between _____, a Florida corporation, (hereinafter the "Consultant"), and the **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.

b. 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 Exhibit A. 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, PhD
Interim Village Manager
1666 Kennedy Causeway, 3rd Floor,
North Bay Village, FL 33141

With a Copy to: Daniel A Espino, Esq.
Interim Village Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce De Leon Boulevard, 7th 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. **Non-assignability.**

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

Elora Riera, CMC, Village Clerk

By: _____
Ralph Rosado, Interim Village Manager
Date: _____

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

Weiss Serota Helfman Cole & Bierman, PL
Interim Village Attorney

CONSULTANT

By: _____
Its: _____
Date: _____