



**NORTH BAY VILLAGE, FLORIDA**

**REQUEST FOR PROPOSALS**

**FOR**

**FIRE HYDRANT REPLACEMENT,  
MAIL BOX RELOCATION AND PARKING SPACE  
INSTALLATION AT HARBOR ISLAND**

**RFP NO. NBV 2017-002**

Google Maps 7906 West Dr

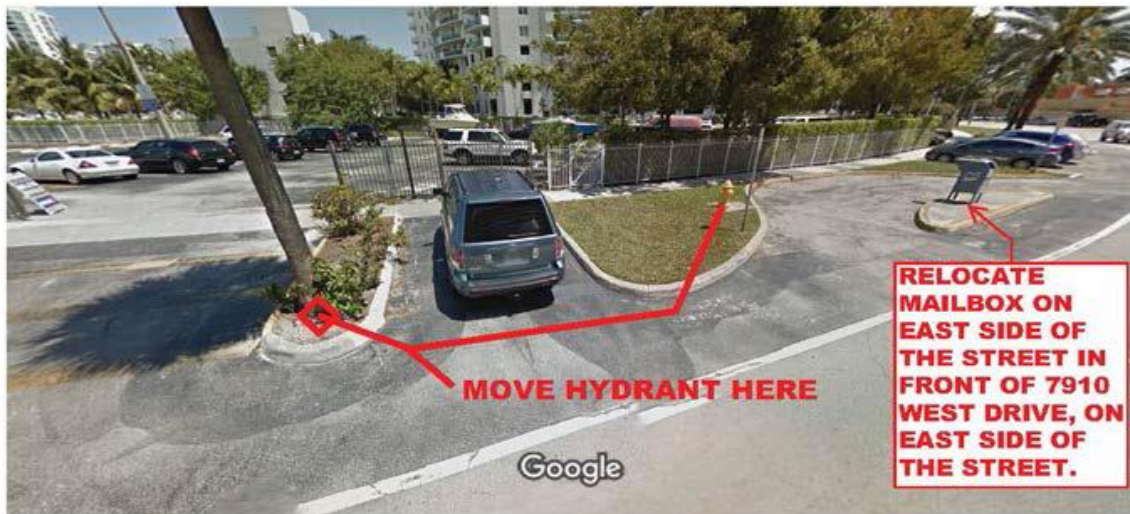


Image capture: Mar 2015 © 2016 Google

North Bay Village, Florida

Street View - Mar 2015



Image capture: Mar 2015 © 2016 Google

North Bay Village, Florida

Street View - Mar 2015



**SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,  
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141  
ON OR BEFORE APRIL 3, 2017 AT 3:00 P.M.  
NORTH BAY VILLAGE, FLORIDA**

## Table of Contents

---

Section 1 Request for Proposals Notice .....	4
Section 2 Introduction/Information .....	9
Section 3 General Conditions .....	10
Section 4 Special Conditions .....	15
Section 5 Technical Specifications/Scope of Services .....	21
Section 6 Evaluation Procedures.....	23
Section 7 Requirements of the Proposal .....	25
Section 8 Technical Proposal .....	26
Section 9 Cone of Silence .....	28
Section 10 Qualification Forms .....	31
Attachment A - Map of Property Perimeter .....	47

## **SECTION 1 – REQUEST FOR PROPOSALS NOTICE**

### **NORTH BAY VILLAGE REQUEST FOR PROPOSALS**

#### **FIRE HYDRANT REPLACEMENT, MAIL BOX RELOCATION AND PARKING SPACE INSTALLATION AT HARBOR ISLAND**

**RFP NO. NBV 2017-002**

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to replace a fire hydrant, mail box relocation and parking space installation at West Drive, Harbor Island-specifically remove the fire hydrant from the east side of the street in front of 7904 West Drive; reinstall the fire hydrant at the bulb out on the east side of the street in front of 7904 West Drive; set up concrete pad to relocate mail box on the east side of the street in front of 7910 West Drive; remove mail box and relocate to concrete pad; demolish mail box drive through and remove mail box island; and install five (5) parking spaces and appropriate striping in accordance with Miami-Dade County Public Works Department's (MDCPW) current standards.

**Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before April 3, 2017, no later than 3:00 p.m. local time, at which time they will be publicly opened.** Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional bound copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at [www.demandstar.com](http://www.demandstar.com), at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com).

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, “Ethics Ordinance”, a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village’s staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC  
Village Clerk

## SCHEDULE OF EVENTS

Below is the current schedule of the events that will take place in the procurement process. The Village reserves the right to make changes or alterations to the schedule as the Village determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Village, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date	Event
March 12, 2017	Advertisement
March 13, 2017	Documents Available for Public Inspection and digital copies
March 23, 2017	10:00 AM, pre-bid meeting at: <b>1666 Kennedy Causeway, Commission Chambers 1<sup>st</sup> Floor, North Bay Village, Florida 33141.</b>
March 27, 2017	Last day opportunity for questions by emailing <a href="mailto:yvonne.hamilton@nbvillage.com">yvonne.hamilton@nbvillage.com</a> , no later than 3:00 PM local time.
April 3, 2017	Bid Documents Submittal due in to Village Clerk Office, no later than 4:00 P.M. local time.
April 10, 2017	Technical Review Committee Meeting – 10:00 A.M. local time.
April 25, 2017	Award Recommendation to Village Clerk and Village Manager
May 9, 2017	Commission Public Meeting to review and confirm Award Recommendation 7:30 P.M. local time.

## BID/PROPOSAL SIGNATURE PAGE

### How to submit Proposal:

**It will be the sole responsibility** of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the 5. If alternates are offered the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has been executed.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by: \_\_\_\_\_  
(Signature) (Date)

Name (printed) \_\_\_\_\_

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

Company: (Legal Registration) \_\_\_\_\_

**VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).**

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_

E-MAIL: \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.



## **SECTION 2 - INTRODUCTION/INFORMATION**

### **2.1. Purpose**

North Bay Village is requesting proposals from qualified vendors/contractors to vendors to replace fire hydrant, mail box relocation and parking space installation at West Drive, Harbor Island-specifically remove the fire hydrant from the east side of the street in front of 7904 West Drive; reinstall fire hydrant at bulb out on east side of the street in front of 7904 West Drive; set up concrete pad to relocate mail box on east side of the street in front of 7910 West Drive; remove mail box and relocate to concrete pad; demolish mail box drive through and remove mail box island; and install five (5) parking spaces and appropriate striping in accordance with MDCPW current standards. The goal of this project is to provide five (5) additional parking spaces along West Drive.

Attachment A – map of site location.

### **2.2. Information or Clarification**

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

### **2.3. Eligibility:**

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity of North Bay Village. The services need to be completed within the last five (5) years.

## SECTION 3 – GENERAL CONDITIONS

### 3.1. **RFP Documents**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

### 3.2. **Taxes**

The Proposer shall not be entitled to the Village's tax exempt benefits.

### 3.3. **Interpretations and Inquiries**

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on March 27, 2017. Responses will be provided by March 28, 2017 by 5:00 p.m. Written inquiries shall be sent with the subject line **“Fired Hydrant, Mail Box Replacement and Parking Space, RFP No. NBV 2017-001:**

Yvonne P. Hamilton, CMC, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, Florida 33141  
Fax: (305) 756-7722  
Email: [yvonne.hamilton@nbvillage.com](mailto:yvonne.hamilton@nbvillage.com)

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract and is fully aware of all conditions affecting the provision of Services

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

### **3.4. Verbal Agreements**

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

### **3.5. No Contingent Fees**

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

### **3.6. Independence**

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

### **3.7. No Collusion**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are believed to be involved.

### **3.8. Assignment; Non-transferability of Proposal**

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of a Contract, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

### **3.9. Legal Requirements**

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

### **3.10. Familiarity with Laws and Ordinances**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he or she shall report it to the Village Clerk in writing.

### **3.11. Advertising**

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

### **3.12. Award of Contract**

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

### **3.13. Execute Contract**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract, The required payment/Performance Bond and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

### **3.14. Facilities**

The Village Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

### **3.15. Withdrawal or Revision of Proposal Prior to and After Opening**

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

### **3.16. Village's Exclusive Rights**

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

### **3.17. Addenda**

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

### **3.18. Review of the RFP Documents**

By the submission of a Proposal to perform the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

### **3.19. Adjustment/Changes/Deviations**

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

### **3.20. Public Records**

Upon award recommendation or thirty (30) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **3.21. Subcontracting**

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

### **3.22. Public Entities Crime**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

### **3.23. Non-Collusion Affidavit**

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer’s failure to include the affidavit may result in disqualification.

## **SECTION 4 - SPECIAL CONDITIONS**

### **4.1. General Conditions**

RFP General Conditions are included and made a part of this RFP.

### **4.2. Variances**

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

### **4.3. RFP Documents**

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

### **4.4. Proposers' Costs**

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

### **4.5. Proposal Security**

The proposal package must contain a Bid Bond in the amount of 5% of the total amount bid for the project. If alternates are offered, the 5% Bid Bond shall be on the highest total bid amount. The security will be in the form of cash, cashier's check, or bid bond made payable to North Bay Village and will be required to be submitted with the Proposal package in a separate marked envelope. All Bid Bonds will be returned after the contract with the successful proposer has executed a contract for the work.

The Village will require, as a condition of award the successful proposer to provide a Payment /Performance Bond in the amount of the contract for the entire project. This Bond will be in effect until after the Village has accepted the completed project and made the final payment. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Bid Bond for the awarded Proposer will be returned following the execution of the Contract.

#### **4.6. Approved Equal Or Alternate Product Proposals**

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

#### **4.7. Contract Period & Warranty**

The resulting contract will be effective upon execution. The contract for the services should include initial warranty of all provided services and products and a minimum of a five (5) year warranty.

#### **4.8. Invoices/Payment**

Payments will be made based upon work completed. Payment shall be made by the 15<sup>th</sup> of the month following receipt of the Contractor's invoice for the services.

#### **4.9. Deletion Or Modification Of Services**

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.



#### **4.10. Additional Items**

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

#### **4.11. Independent Contractor**

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.12. Uncontrollable Circumstances ("Force Majeure")**

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- c. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- d. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

#### **4.13. Insurance**

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.

- a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

- b. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars (\$1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars (\$1,000,000.00).

- c. Automobile Liability must equal no less than one million dollars (\$1,000,000.00) for each occurrence. The Contractor shall provide to the Village original certificates of such coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:

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

#### **4.15. Bonds**

The successful bidder shall provide with the executed contract or within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or Payment/Performance bond in an amount equal to the total of the contract amount in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

#### **4.16. Lobbying Activities**

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at [www.municode.com](http://www.municode.com).

#### **4.17. Contract Administrator**

The Village may designate a Contract Administrator whose principal duties shall be Liaison with Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

#### **4.18. Contractor Performance Reviews And Ratings**

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contract.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

#### **4.19. Bid Tabulations/Intent To Award**

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

## **SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE**

### **5.1 Purpose**

North Bay Village is requesting proposals from qualified vendors/contractors to replace fire hydrant, mail box relocation and parking space installation at West Drive, Harbor Island, Florida. Specifically to remove the fire hydrant from the east side of the street in front of 7904 West Drive; reinstall the fire hydrant at the bulb out on the east side of the street in front of 7904 West Drive; set up concrete pad to relocate mail box on east side of the street in front of 7910 West Drive; remove mail box and relocate to concrete pad; demolish mail box drive through and remove mail box island; install five (5) parking spaces and appropriate striping in accordance with MDCPW current standards. The goal of this project is to relocate mail box, fire hydrant and provide five (5) additional parking spaces along West Drive.

(See Attachment A – map of site location). Furthermore, the construction needs to adhere to North Bay Village local building and Public Works standards; in addition to applicable Florida State and Miami-Dade County standards.

## **5.2    Scope of Services**

**ALL DIMENSIONS ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD PRIOR TO SUBMITTING BID.**

- A. Remove existing fire hydrant from east side of the street in front of 7904 West Drive.
- B. Reinstall fire hydrant at bulb out on east side of the street in front of 7904 West Drive.
- C. Set up a concrete pad to relocate mailbox on east side of street in front of 7910 West Drive.
- D. Remove mailbox and relocate to concrete pad.
- E. Demolish mailbox drive through and remove mailbox island.
- F. Install five (5) parking spaces and appropriate striping in accordance with MDCPW current standards.

## SECTION 6- EVALUATION PROCEDURES

### 6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluate proposal responses and to make a recommendation to the Village Commission.

#### 1. Mandatory elements

- a) The vendor contractor is independent and licensed to practice in the State of Florida.
- b) The vendor/contractor has no conflict of interest with regard to any other work performed by the vendor/contractor for North Bay Village.
- d) The vendor/contractor has a record of quality work.
- e) The vendor/contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

#### 2. Pre-Requisite Qualifications

Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided in the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor/Contractors that do not meet the following qualifications shall be deemed non-responsive.**

Vendor/contractor shall be in good standing with all regulatory departments of the State of Florida.

Vendor/contractor shall have at least one operating office located within Florida

#### 3. Evaluation Criteria:

- a) Expertise and Experience (Maximum Points - 30)  
(i.e. the firm's past experience and performance on similar projects of comparable size and complexity.)
- b) Materials warranty (Maximum Points - 20)
- c) Responses of references (Maximum Points - 10)
- c) Cost (Maximum Points – 40)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village Manager. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a number one proposer. In the event the committee cannot identify a number one proposer, it may give further consideration to all responsive proposals received. Proposers may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.



## **SECTION 7 - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This format will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open dates, and RFP title (NBV RFP 2017-002) clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 on or prior to April 3, 2017 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED UNBOUND ORIGINAL DOCUMENT PLUS SIX (6) BOUND COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS. THE ABOVE REQUIREMENT TOTALS EIGHT (8) COPIES OF YOUR PROPOSAL.**

## **SECTION 8 – TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Ability to Meet the Project Schedule

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 3: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 4: Proposer to provide a minimum of three (3) references for which similar services have been used in this area. If additional space is required, include as an appendix to RFP 2017-002 response. If additional references are provided, please attach this information as an appendix to your RFP response.

Description of services rendered:

During the month(s)/year(s):

Name of Governmental Agency (Village or county):

Principal Contact Person:

Telephone Number:

Fax Number:

Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

Tab 5: List any North Bay Village or other governmental agency with which the proposer has had contracts or agreements during the past three (3) years.

Tab 6: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 7: Proposer please quote your company's rates for providing additional services

Tab 8: Attach copies of all Insurance Certificates for our review.

Tab 9: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## **SECTION 9 – CONE OF SILENCE**

### **9.1 Cone of Silence**

You are hereby advised that this Request for Proposal No. NBV RFP 2017-002 is subject to the “Cone of Silence” in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

#### **§ 38.18 - Cone of Silence.**

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b.any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d.any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e.any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

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

- a. communications with the Village Attorney and his or her staff;
- b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- c. any emergency procurement of goods or services;
- d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, 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.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

## **SECTION 10 – QUALIFICATION FORMS**

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

**(This space intentionally left blank)**

**FORM 1**  
**PROPOSAL PRICING SHEET**

Provide a proposal containing a total price to perform the project and services as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

**FIRE HYDRANT REPLACEMENT,  
MAIL BOX RELOCATION AND PARKING SPACE  
INSTALLATION AT HARBOR ISLAND**

The price below represents the full cost to North Bay Village for the fire hydrant replacement, mail box relocation and parking space installation at Harbor Island as detailed in the NBV RFP 2017-002. Any additional price quotes shall be submitted on a separate page and marked as an alternate quote for additional services or products.

<b>TOTAL COST</b>	\$
-------------------	----

<b>Taxpayer</b>	<b>Identification</b>	<b>Number:</b>
<hr/>		

**BIDDER:**

---

(Company Name)

---

(Signature of Authorized Representative)

---

(Printed Name and Title)



**FORM 2**  
**PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Proposer):

\_\_\_\_\_

Principal Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Principal Contact Person(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

\_\_\_\_\_

\_\_\_\_\_

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

Name	Address	Title
------	---------	-------

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a corporation, in what state incorporated: \_\_\_\_\_

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

Month

Day

Year

If a Joint Venture or Partnership, date of agreement: \_\_\_\_\_

5. List all firms participating in this project (including subcontractors, etc.):

Name	Address	Title
------	---------	-------

1.

\_\_\_\_\_

2.

\_\_\_\_\_

6. Outline specific areas of responsibility for each firm listed in Question 5.

1.

2.

7. Licenses:

a. County or Municipal Occupational License No.

\_\_\_\_\_  
(Attach Copy)

b. Business Tax Receipt Classification:

c. Business Tax Receipt Expiration Date:

d. Federal I.D. No:

**FORM 3**  
**PERSONNEL**

The Village requires that the proposer include the resumes of the principle of the company and any manager or superintendent that will be providing services under the specification of NBV 2017-002. Resumes should be provided in the following format, however, additional information may be provided at the option of the Proposer.

---

- A. Name & Title
- B. Years of Experience with this company:  
With Other Similar companies:
- C. Education:  
  
Degree(s)  
  
Year/Specialization
- D. Professional References: (List a minimum of 3)
- E. Other Relevant Experience and Qualifications
- F. Attach applicable licenses for each individual performing services pursuant to this Contract.

**FORM 4**  
**REFERENCES**

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1.    Name of Agency: \_\_\_\_\_  
      Address: \_\_\_\_\_  
\_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
      Year Contract Initiated: \_\_\_\_\_
2.    Name of Agency: \_\_\_\_\_  
      Address: \_\_\_\_\_  
\_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
      Year Contract Initiated: \_\_\_\_\_
3.    Name of Agency: \_\_\_\_\_  
      Address: \_\_\_\_\_  
\_\_\_\_\_  
      Phone Number: \_\_\_\_\_  
      Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_  
      Year Contract Initiated: \_\_\_\_\_

**FORM 5**  
**DRUG-FREE WORKPLACE**

The undersigned vendor/contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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's policy of maintaining a 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 contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, 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 a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_, of \_\_\_\_\_, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of \_\_\_\_\_ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 6**  
**ACKNOWLEDGMENT OF ADDENDA**

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

**FORM 7**  
**INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Proposer that has submitted the attached Proposal;
2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.  
(b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, “not applicable” in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]



Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take  
acknowledgments, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_, of \_\_\_\_\_,  
an organization authorized to do business in the State of Florida, and acknowledged  
executing the foregoing Affidavit as the proper official of \_\_\_\_\_ for  
the use and purposes mentioned in the Affidavit and affixed the official seal of the  
corporation, and that the instrument is the act and deed of that corporation. He/She is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 8**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the PROPOSER that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at \_\_\_\_\_ the day  
and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take  
acknowledgments, personally appeared \_\_\_\_\_ as  
\_\_\_\_\_, of \_\_\_\_\_,  
an organization authorized to do business in the State of Florida, and acknowledged  
executing the foregoing Form as the proper official of \_\_\_\_\_ for the  
use and purposes mentioned in the Form and affixed the official seal of the corporation, and  
that the instrument is the act and deed of that corporation. He/She is personally known to me  
or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and  
County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**FORM 9**  
**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),**  
**FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

This sworn statement is submitted to the NORTH BAY VILLAGE 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 Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

1. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or

- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a “person” as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. 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 of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

[Acknowledgment on following page.]

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

\_\_\_\_\_  
Signature (Blue ink only)

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE        )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)\_\_\_\_\_ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: print, stamp or type as commissioned.

\_\_\_\_\_ Personally known to me, or  
\_\_\_\_\_ Personal identification:  
\_\_\_\_\_  
(Type of Identification Produced)  
\_\_\_\_\_ Did take an oath, or  
\_\_\_\_\_ Did Not take an oath

## ATTACHMENT A - MAP OF SITE LOCATION





Image capture: Mar 2015 © 2016 Google

North Bay Village, Florida  
Street View - Mar 2015

