



# **North Bay Village**

## **Request For Qualifications Treasure Island Elementary School Community Park Design**

**RFQ # 2021-001**

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## RFQ

### **TIES Community Park Design RFQ # 2021-001**

NOTICE: Pursuant to the North Bay Village (NBV) Procurement Ordinance, sealed Statements of qualifications for consideration to provide the services detailed in the scope of services listed below shall be electronically received by:

Elora Riera, Village Clerk  
North Bay Village  
1666 Kennedy Causeway, Suite 300  
North Bay Village, FL 33141  
Time: By 10:00 am on Monday, December 14, 2020

The submittals shall be clearly title:  
"RFQ # 2021-001 TIES Community Park Design"

All submittals shall be electronically opened and recorded on Monday, December 14, 2020 at 10:00 AM. Late submittals shall not be accepted or considered.

Respondents are to respond via electronically. [Click here to follow the steps.](#) If you have any questions in regards to this matter, please email [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com).

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 proposals and re-advertise.

## **PROJECT OVERVIEW**

By way of this RFQ, North Bay Village solicits proposals from qualified parties and/or firms to deliver a TIES Community Park Design (the "Services"). The Village is interested in working with a qualified firm to:

NBV seeks professional design services for the development of the design, preparation of a complete set of construction plans, complete bid documents, construction administration, post-design services, and construction engineering and inspection (CEI) services relating to the development and implementation of a community park within Treasure Island Elementary School (the "Project"). An Evaluation Committee may evaluate and rank each proposal submitted under the requirements outlined in the RFQ.

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

The successful Firm will be expected to manage the assigned projects and tasks, carefully control costs and resources, and complete the project work on schedule. The successful Firm shall assign a project manager with excellent communication skills and attention to detail who will act as NBV's primary contact and be entirely responsible for the Firm's work.

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

All questions, copies of the complete RFQ, or concerns should be directed to the following email: [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com). Inquiries must reference "RFQ # 2021-001 TIES Community Park Design" 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 becomes 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:

Date of Advertisement:	Tuesday, November 17, 2020, at 2:00 PM
Cut- off Date for Questions:	Tuesday, November 24, 2020 at 10 AM
Electronic Opening of RFQ:	Friday, December 11, 2020, at 10:30 AM

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

### **SCHEDULE OF EVENTS**

Event	Date and Time
RFQ Available	Tuesday, November 17, 2020 at 2:00 PM
Pre-bid Zoom Conference: <a href="https://us02web.zoom.us/j/89452233177">https://us02web.zoom.us/j/89452233177</a> Meeting ID: 894 5223 3177 Passcode: 630739	Friday, November 20, 2020 at 10 AM
Deadline for Written Questions:	Tuesday, November 24, 2020 at 10 AM
Response to Written Questions	Friday, December 4, 2020 at 2 PM
Deadline for Submittal & Electronically	Friday, December 11, 2020 at 10 AM
Proposal Opening: Zoom Details	Friday, December 11, 2020 at 10:30 AM
Evaluation Committee Review Meetings	TBD
Oral Interviews with Finalists Needed	TBD
Notice of Recommendation of Award at Commission Meeting	January 2021



# RESPONDING TO AN ELECTRONIC BID

## Responding to an Electronic Bid

5 Step Instructions

### Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a web interface for an e-procurement system. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a header for the 'Bids' section, which includes a 'Sort By' dropdown menu set to 'Due Date'. A red arrow points to the first bid entry in the list. The bid entries are as follows:

Bid ID	Agency	Broadcast	Due	Planholders	Action
TSEBIDVINO24JAN01	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	1/24/2020	3/1/2020	3	Active
AA-BB-CC-DD-EE	agency2.0, Texas, FL	2/4/2020	2/29/2020	0	Active
TESTBID	agency2.0, Texas, FL				Active

## Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

**TESTBID**

**Bid Details**

Agency Name: agency2.0  
Bid Number: agency2.0 #  
Bid ID: E-BID-123456-0-2020AD  
Bid Type: E-BID - E-BID  
Broadcast Date: 02/16/2020 9:42 AM Eastern  
Fiscal Year: 2020  
Due: 02/28/2020 11:00 PM Eastern  
Bid Status Text: E-BID E-BID

**Scope of Work**

Scope to Work

**Documents**

Filename	Type	Date Modified	Status
file	Attachment	02/16/2020	Complete

**Distribution Info**

Bid Bond: None  
Plan (Blueprint): None  
E-Bidding: Submitted  
Distributed By: DemanStar  
Distribution Method: Download and Mail  
Distribution Options: Bid Has No Blueprint associated with it  
Project Estimated Budget: \$123,000.00  
Distribution Notes: None

**Publications**

View Log#-id

**Pre-Bid Conference**

Has Pre-Bid Conference Data Found

**Commodity Code**

[001-948-00] PHYSICAL SERVICES

[Submit E-Bid Proposal](#)

## Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

**DEMANDSTAR** Dashboard Bids Quotes Activities Messages Responses Robyn Gallardi

Home > Bids > 123789 > My E-Bid Response

**Bid Details**

Agency Name: agency2.0  
Bid Number: E-BID-123456-0-2020AD  
Bid Due Date: 02/29/2020 (PST)  
Bid Opening: 23 days, 04 hours, 23 minutes, 54 seconds remaining  
Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Uploaded
- Review Bid

**E-Bid Response**

**Contact Information**

Company Name: Carbon Carbon Corporation  
Address 1: P.O. Box 717  
Address 2: Address 2  
City: Pittsburgh  
Country: United States of Ame...  
State/Province: Pennsylvania  
County: Select...  
Postal Code: 15230-0717  
Phone Number: 4127876810  
Extension: Extension  
Bid Amount: 127,000  
Alternate Bid Amount: Alternate Bid Amount  
Notes: For the full 6 month contract

[Next](#)

## Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**  
There is a place for you to add "Supplemental", i.e. non-required, documents.

**DEMANDSTAR** Dashboard **Bids** Quotes Logging Out Logout Messages Responses Robyn Gallardi

Home > Bids > 123456 > My Bid Response Save & Finish Later Cancel

**Bid Details**

Agency Name: agency2.0  
 Bid Number: EBD-123456-0-2020/AD  
 Bid Due Date: 02/29/2020 (PST)  
 Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining  
 Bid Name: TESTBID

**E-Bid Progress**

Contact Information  
 Documents Upload  
 Review Bid

**E-Bid Response**

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWFP)
- PDF Image (\*.PDF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPD)
- WordPerfect (\*.WPX)
- AutoCAD Drawing (\*.DWG)
- PDF Image (\*.PDF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- ZIP Image (\*.ZIP)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

Previous Next

## Step 4 continued

**TIP:**  
There is a place for you to add "Supplemental", i.e. non-required, documents.

**DEMANDSTAR** Dashboard **Bids** Quotes Logging Out Logout Messages Responses Robyn Gallardi

Home > Bids > 123456 > My Bid Response Save & Finish Later Cancel

**Bid Details**

Agency Name: agency2.0  
 Bid Number: EBD-123456-0-2020/AD  
 Bid Due Date: 02/29/2020 (PST)  
 Bid Opening: 13 days, 03 hours, 28 minutes, 21 seconds Remaining  
 Bid Name: TESTBID

**E-Bid Progress**

Contact Information  
 Documents Upload  
 Review Bid

**E-Bid Response**

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWFP)
- PDF Image (\*.PDF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPD)
- WordPerfect (\*.WPX)
- AutoCAD Drawing (\*.DWG)
- PDF Image (\*.PDF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- ZIP Image (\*.ZIP)
- ZIP Compressed Archive (\*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic Online	Service Doc agency2.0.PDF

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic Online	Service Doc agency2.0.PDF
References	Electronic Online	References.PDF
Plans	Online Electronic	Choose a file

Previous Upload

## Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web interface for reviewing an e-bid response. The page is titled "Review Your E-Bid Response" and is divided into several sections:

- Bid Details:** Agency Name: Agency 0.0, Bid Number: 1801-02498-R-000040, Bid Due Date: 02/26/2020 12:00:00, Bid Opening: 27 days, 00 hours, 00 minutes, 00 seconds remaining, Bid Name: 7537802.
- E-Bid Progress:** Contact Information, Documents Detail, Review Bid.
- Contact Info:** Company Name: Cargill Carbon Corporation, Address 1: P.O. Box 727, Address 2: , City: Pittsburgh, State: Pennsylvania, Country: United States of America, Postal Code: 15204-0727, Phone Number: 4127738000, Fax: , Bid Amount: 3,275,000.00, Alternate Bid Amount: , Notes: For the full 0 month contract.
- Agency Required Documents:** Service Doc Agency 0.0 Documents Online.
- Supplemental Documents:** Performance Documents Online.

Below the document sections, there is a list of steps to follow after clicking "Submit Response":

1. You will verify that your response is complete as required.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will see a confirmation e-mail indicating a successful response submitted.
4. You may track your response submission under the Response page.

A red arrow points to the "Submit Response" button at the bottom right of the page.

## **SECTION 1.0**

### **GENERAL TERMS AND CONDITIONS**

#### **1.1. DEFINITIONS**

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Proposers prior to the opening of Bids/Proposals.

**Advertisement for Proposals:** The public notice inviting the submission of proposals for the work.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the Village, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the Village Manager and/or Village Commission.

**Contract:** The written agreement between the Village and the proposer for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Proposers, Proposal Form, Proposal Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** North Bay Village's Village Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose proposal is accepted and who enters into a Contract with North Bay Village and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Proposal Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

Village: A political subdivision, Incorporated Village within Miami-Dade County of the State of Florida, whose governing body is a Village Commission consisting of a Mayor, Vice Mayor and three Village Commission members.

Village Manager: The Manager of North Bay Village, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the Village's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with North Bay Village.

Owner: The term Owner as used in this Contract shall mean North Bay Village.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Procurement Manager: The duly authorized representative designated to manage the solicitation.

Project Manager: The duly authorized representative designated to manage the Project.

Proposal: The written offer of a proposer to perform the work or service.

Proposal Documents: Proposal Guarantee or proposal deposit. The Advertisement for proposal, Instructions to Proposers, Proposal Form, Proposer Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Proposal Form: The form on which proposals are submitted.

Proposer: Any individual, firm, partnership or corporation submitting a proposal in accordance with the Instructions to Proposers.

Scope of Service: Document which details the work to be performed by the proposer.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the proposer in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Village's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Village's Contract Manager. In resolving disputes and in all respects the Village Manager's decision shall be final.

## **1.2. VENDOR REGISTRATION INSTRUCTIONS**

It is the policy of the Village to encourage full and open competition among all available qualified vendors. To receive solicitation document, specifications and updates email [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com)

## **1.3. CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION**

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Manager. Such inquiries or request for information shall be submitted to the Village Clerk and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Proposer's facsimile number. The request may also be electronically sent to [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com) or mailed to the Procurement Manager, 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141.

During the Cone of Silence the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village's professional staff including, but not limited to Village Commission, the Village Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to Elora Riera, Village Clerk at [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com).

## **1.4. PROPOSERS RESPONSIBILITIES**

Proposers are required to submit their proposals upon the following express conditions:

- A.** Proposers shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

- B. Proposers shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for any deliveries as required by the RFP conditions. No plea of ignorance, by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Village or the compensation due the Proposer.
- C. Proposers are advised that all Village contracts are subject to all legal requirements provided for in North Bay Village Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

### **1.5. SUBMISSION OF PROPOSALS**

- A. Proposals and Addenda thereto shall be submitted through [www.demandstar.com](http://www.demandstar.com). Refer to pages 8 -11 for instructions.
- B. Proposals must be submitted on the forms furnished. Proposers shall have sole responsibility of insuring submission of proposals on time and through the proper site.

### **1.6. ADDENDA**

The Village Clerk may issue an addendum in response to any inquiry received, prior to the proposal opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documents. Proposer(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their response. Failure to include signed formal Addenda in its response shall deem the response non-responsive provided, however, that the Village may waive this requirement in its best interest.

### **1.7. REJECTION OF PROPOSAL**

The Village reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.



## **1.8. WITHDRAWAL OF PROPOSAL**

- A.** Proposals may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the proposal opening.
- B.** Proposals may be withdrawn prior to the time set for the proposal opening. Such request must be in writing.
- C.** The Village will permanently retain as liquidated damages the proposal deposit furnished by any Proposer who requests to withdraw a proposal after the proposal opening.

## **1.9. LATE PROPOSALS OR MODIFICATIONS**

Only proposals received as of opening date and time will be considered timely. Proposals and modifications received after the time set for the proposal opening will be rejected as late.

## **1.10. CONFLICTS WITHIN THE SOLICITATION**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

## **1.11. CLARIFICATION OR OBJECTION TO PROPOSAL SPECIFICATIONS**

If any person contemplating submitting a proposal for this contract is in doubt as to the true meaning of the specifications or other proposal documents or any part thereof, he/she may submit to the Village Clerk or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposal, if made, will be made only by Addendum duly issued. The Village will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this proposal must be filed in writing with the Procurement Manger by Wednesday, September 16, 2020 at 10:aa AM.

## **1.12. INVOICING/PAYMENT**

All invoices should be sent to: North Bay Village, Finance Department, 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The Village cannot make advance payments, make deposits in advance of

receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form.

### **1.13. COMPETENCY OF PROPOSERS**

- A.** Pre-award inspection of the Proposer's facility may be made prior to the award of contract. Proposals will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Village.
- B.** The Village may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) in making the award in the best interest of the Village. In all cases North Bay Village shall have no liability to any proposer for any costs or expense incurred in connection with this proposal or otherwise.

### **1.14. NOTICE REQUIREMENTS UNDER THE AGREEMENT**

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Village Clerk  
North Bay Village  
Attention: Elora Riera  
Phone: (305) 756-7171  
E-mail: [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com)

and

To the Village Attorney  
North Bay Village  
Daniel Espino  
Phone: (305) 854-0800  
E-mail: [Despino@wsh-law.com](mailto:Despino@wsh-law.com)

### **1.15. To the Proposer**

Notices will be sent to the proposer at the physical address, e-mail address, fax numbers and to the person listed in the proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

### **1.16. EMPLOYEES**

All employees of the proposer shall be considered to be at all times the sole employees of the proposer under the proposer's sole direction, and not employees or agents of North Bay Village. The proposer shall supply competent and physically capable employees and the Village is authorized to require the proposer to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

### **1.17. AWARD OF PROPOSAL**

The Evaluation Committee will make a recommendation of the highest rank based upon evaluation criteria. The Village reserves the right to award to more than one proposer. The Village reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

### **1.18. PROTESTS**

Right to Protest. Any proposer or interested parties (hereinafter collectively referred to as the " proposer ") who has a substantial interest in and is aggrieved in connection with the solicitation or proposed award of the RFP may protest to the Village Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in Village Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the RFP.

- A.** Any protest concerning the RFP specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday, or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Village Clerk with copy to the

Village Manager and Village Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest RFP specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.

- B.** Any protest after the proposal opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Village Clerk with a copy to the Village Manager and Village Attorney. The Village will allow such bid protest to be submitted anytime until two business days following the release of the notice of the Village Manager's written recommendation to the Village Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All proposers shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the Village Manager's written recommendation to the Village Commission.
- C.** The Village may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- D.** Authority to resolve protests. The Village Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the RFP.
- E.** Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the Village Manager and the Village Attorney, or their respective designees, shall certify whether the submission of the response to the RFP in question is responsive. The parties to the protest shall be bound by the determination of the Village Manager and the Village Attorney with regard to the issue of responsiveness.
- F.** Decision and appeal procedures. If the protest is not resolved by mutual agreement, the Village Manager and the Village Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision. Any person aggrieved by any action or decision of the Village Manager, the Village Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to

sanctions including damages suffered by the Village and attorney's fees incurred by the Village in defense of such wrongful action.

- G.** Distribution. A copy of each decision by the Village Manager and the Village Attorney shall be mailed or otherwise furnished immediately to the protestor.
- H.** Stay of procurements during protests. In the event of a timely protest under this section, the Village shall not proceed further with the solicitation or with the award pursuant to the RFP unless a written determination is made by the Village Manager, that the award pursuant to the RFP must be made without delay in order to protect a substantial interest of the Village.
- I.** The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the Village concerning the subject matter of the protest.
- J.** Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- K.** At the time the Village Manager's written recommendation for award of the RFP is presented at a meeting of the Mayor and Village Commission, the Village Attorney, or designee, shall present a report to inform the Mayor and Village Commission of any legal issues relative to any protest filed in connection with the RFP in question.
- L.** The determination of the Village Manager and the Village Attorney with regards to all procedural and technical matters shall be final.

### **1.19. AGREEMENT**

An agreement shall be sent to the awarded Proposer to be signed, witnessed, and returned to the Village for execution. The Village will provide a copy of the fully executed agreement to the awarded Proposer.

### **1.20. DISQUALIFICATION OF PROPOSERS**

A Proposer may be disqualified temporarily or permanently, and his/her proposal(s) rejected for: Poor performance or default, in the Village's opinion, on previous contracts with the Village.

Poor performance or default, in the Village's opinion, on previous contracts with other public entities. Insufficient financial or company size, in the Village's opinion, to perform the requirements of the contract.

### **1.21. SUBCONTRACTING**

Refer to Section 2, *Special Conditions*.

### **1.22. ASSIGNMENT**

The successful Proposer shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the Village.

### **1.23. FRAUD AND MISREPRESENTATION**

In accordance with Village Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement, may be debarred from doing business with the Village. The Village as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **1.24. COLLUSION**

The Proposer, by affixing his/her signature to this proposal, agrees to the following: "Proposer certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating Village department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

### **1.25. PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a proposal, the Proposer if awarded a contract, shall save harmless and fully indemnify the Village and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the Village, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

## **1.26. PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Proposers' requests to the contrary, at the time the Village provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the Village are confidential and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Proposers are hereby notified and agree that all information submitted as part of or in support of bid/proposal submittals will be available for public inspection after the opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Proposer shall not submit any information in response to this invitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the Village in connection with this invitation/RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. In the event that the Proposer submits information to the Village in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the Village shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

## **1.27. EXCEPTIONS TO PROPOSAL**

The Proposer must clearly indicate any exceptions they wish to take to any of the terms in this Proposal and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which the Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

## **1.28. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Proposer shall indemnify and hold harmless North Bay Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the Village shall be entitled to attorney's fees and costs of defense, which North Bay Village,

or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Proposer or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Proposer shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of North Bay Village, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Proposer expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Proposer shall cover North Bay Village, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

### **1.29. COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.30. CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, a place where the contract is entered into, a place where accident arises, and choice of law principles.

### **1.31. QUANTITIES**

The Village specifically reserves the right to accept all or any part of the proposal, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the Village, without such change affecting the contract price set forth in the proposal form by the Proposer.

### **1.32. CLAIMS**

Successful Proposer(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.33. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.



### **1.34. 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 bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases 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 Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

### **1.35. DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.36. DRUG-FREE WORKPLACE PROGRAM**

Proposers are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Proposers shall complete and submit a copy of the attached form and a copy of the program with their proposal.

### **1.37. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Proposers shall sign and submit this attached form indicating understanding and compliance with the Village's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Proposer may be given the opportunity to submit the form to the Village within five calendar days after notification by the Village, if this is determined to be in the best interest of the Village.

### **1.38. ACCESS TO RECORDS**

The Village reserves the right to require the proposer to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The proposer shall retain all records pertaining to the Agreement and upon request make them available to the Village for three years following expiration of the Agreement. The proposer agrees to provide such assistance as may be necessary to facilitate the review or audit by the Village to ensure compliance with applicable accounting, and financial standards at no cost to the Village.

### **1.39. INSURANCE REQUIREMENTS**

The proposer shall maintain and carry in full force during the Term the insurance required herein. Upon Village's notification, the proposer shall furnish to the Procurement Manger, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A.** Worker's Compensation Insurance for all employees of the proposer as required by Florida Statute 440. Should the proposer be exempt from this Statute, the proposer and each employee shall hold the Village harmless from any injury incurred during performance of the Contract. The exempt proposer shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
  
- B.** General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance.
  
- C.** Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. North Bay Village must be shown as an additional insured with respect to this coverage. The mailing address of North Bay Village 1666 Kennedy Causeway Suite 300, North Bay Village, FL, 33141, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the proposer. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Proposer hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

**NOTE: NORTH BAY VILLAGE CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after Village notification to the proposer to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit the certificate to the Village. If the proposer fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after Village notification to comply, the proposer shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The proposer shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the proposer shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

**1.40. VILLAGE WEBSITE**

Bids, Proposals, addenda, bid/evaluation tabulations, lists of pre-bid conferences attendees and other information is available on the Village Clerk's "Bid's & RFP's" page, which can be found at: <https://northbayvillage-fl.gov/bids>

**1.41. DISCLAIMER**

North Bay Village may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all proposals; re-advertise this RFP; postpone or cancel at any time this RFP process; or, waive any formalities of or irregularities in the process. Proposals that are not submitted on time and/or do not conform

to North Bay Village's requirements will not be considered. After all proposals are analyzed, proposer(s) submitting proposals that appear, solely in the opinion of North Bay Village, to be the most qualified, shall be submitted to North Bay Village's Village Commission, and the final selection will be made thereafter with a timetable set solely by North Bay Village. The selection by North Bay Village shall be based on the RFP, which is, in the sole opinion of the Village Commission of North Bay Village, in the best interest of North Bay Village. The issuance of this RFP constitutes only an invitation to make presentations to North Bay Village. North Bay Village reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this RFP. In all cases North Bay Village shall have no liability to any proposal for any costs or expense incurred in connection with this RFP.

#### **1.42. CONFIDENTIALITY**

As a political subdivision, North Bay Village is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a proposal, proposer acknowledges that the materials submitted with the proposal and the results of North Bay Village's evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its proposal.

#### **1.43. NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The proposer shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the Village in all aspects of the Services performed hereunder.

The proposer acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the proposer shall perform the same as though they were specifically mentioned, described and delineated.

The proposer shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All

Work and Services shall be accomplished at the direction of and to the satisfaction of the Village's Contract Manager.

The proposer acknowledges that the Village shall be responsible for making all policy decisions regarding the Scope of Services. The proposer agrees to provide input on policy issues in the form of recommendations.

The proposer agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Village. The proposer agrees to act in an expeditious and fiscally sound manner in providing the Village with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.44. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The proposer warrants that it has reviewed the Village's requirements and has asked such questions and conducted such other inquiries as the proposer deemed necessary in order to determine the price the proposer will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Proposal Form. The Village shall have no obligation to pay the proposer any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the Village and the proposer.

All Services undertaken by the proposer before Village's approval of this Contract shall be at the proposer's risk and expense.

#### **1.45. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the proposer may offer incentive discounts to the Village at any time during the Contract term, including any renewal or extension thereof.

#### **1.46. MANNER OF PERFORMANCE**

**A.** The proposer shall provide the Services described herein in a competent and professional manner satisfactory to the Village in accordance with the terms and conditions of the Agreement. The Village shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the proposer in all aspects of the Services. At the request of the Village, the proposer shall promptly remove from the project any proposer's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the proposer.

- B.** The proposer agrees to defend, hold harmless and indemnify the Village and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Village, occurring on account of, arising from or in connection with the removal and replacement of any proposer's personnel performing services hereunder at the behest of the Village. Removal and replacement of any proposer's personnel as used in this Article shall not require the termination and or demotion of such proposer's personnel.
- C.** The proposer agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The proposer agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the Village, should the Village make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D.** The proposer warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E.** The proposer shall at all times cooperate with the Village and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F.** The proposer shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

#### **1.47. INDEPENDENT CONTRACTOR RELATIONSHIP**

The proposer is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the Village. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the proposer's 's sole direction, supervision and control. The proposer shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the proposer s relationship and the relationship of its employees to the Village shall be that of an independent contractor and not as employees and agents of the Village.

The proposer does not have the power or authority to bind the Village in any promise, agreement or representation other than specifically provided for in the Agreement.

#### **1.48. AUTHORITY OF THE VILLAGE'S CONTRACT MANAGER**

- A.** The proposer hereby acknowledges that the Village's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B.** The proposer shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the proposer agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C.** The proposer must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the proposer and the Contract Manager are unable to resolve their difference, the proposer may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D.** In the event of such dispute, the parties to the Agreement authorize the Village Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Village Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Village Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The Village Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether proposer s performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Village Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the proposer to the Village Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the Village Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The Village Manager shall render a decision in writing and deliver a copy of the same to the proposer. Except as such remedies may be limited or waived elsewhere in the

Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.49. MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the Village may, at its expense, elect to participate in the defense if the Village should so choose. Furthermore, the Village may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### **1.50. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

#### **1.51. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Village in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **1.52. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Village were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the Village makes no



representations or guarantees, the Village shall not be responsible for the accuracy of the assumptions presented, the Village shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

### **1.53. SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

### **1.54. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A.** The Village may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Village through fraud, misrepresentation or material misstatement.
- B.** The Village may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Village. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C.** Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the Village, the receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for Village's right to terminate this Agreement for convenience.
- D.** The Village, through its Village Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the Village, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E.** The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Village through fraud, misrepresentation or material misstatement may be debarred from Village contracting in accordance with the Village debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the Village's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the Village may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the Village:

1. Stop work on the date specified in the notice ("the Effective Termination Date");
2. Take such action as may be necessary for the protection and preservation of the Village's materials and property;
3. Cancel orders;
4. Assign to the Village and deliver to any location designated by the Village any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
5. Take no action which will increase the amounts payable by the Village under the Agreement.

G. In the event that the Village exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

### **1.55. EVENT OF DEFAULT**

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  5. The Contractor has failed to obtain the approval of the Village where required by the Agreement;
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B.** When, in the opinion of the Village, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Village may request that the Contractor, within the time frame set forth in the Village's request, provide adequate assurances to the Village, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the Village receives such assurances the Village may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Village the requested assurances within the prescribed time frame, the Village may:
1. Treat such failure as a repudiation of the Agreement;
  2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C.** In the event the Village shall terminate the Agreement for default, the Village or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.56. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A.** Lost revenues;
- B.** The difference between the cost associated with procuring Services hereunder and the amount actually expended by the Village for procurement of Services, including procurement and administrative costs; and,
- C.** Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Village may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.57. PATENT AND COPYRIGHT INDEMNIFICATION**

- A.** The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B.** The Contractor shall be liable and responsible for any and all claims made against the Village for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Village's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Village and defend any action brought against the Village with respect to any claim, demand, and cause of action, debt, or liability.
- C.** In the event any Deliverable or anything provided to the Village hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the Village's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Village, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D.** The Contractor shall be solely responsible for determining and informing the Village whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Village may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Village's judgment, use thereof would delay the Work or be unlawful.
- E.** The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### **1.58. PROPRIETARY RIGHTS**

- A.** The proposer hereby acknowledges and agrees that the Village retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the

Village to the proposer hereunder or furnished by the proposer to the Village and/or created by the proposer for delivery to the Village, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the proposer as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The proposer shall not, without the prior written consent of the Village, use such documentation on any other project in which the proposer or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the proposer to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Village's copyrights or other proprietary rights.

- B.** All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the proposer and its subcontractors specifically for the Village, hereinafter referred to as "Developed Works" shall become the property of the Village.
- C.** Accordingly, neither the proposer nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the proposer, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Village, except as required for the proposer's performance hereunder.

#### **1.59. VENDOR APPLICATION AND FORMS**

Proposer shall be a registered vendor with the Village Clerk for the duration of the Agreement. It is the responsibility of the proposer to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

#### **1.60. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Village orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A.** Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B.** Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C.** Occupational Safety and Health Act (OSHA) as applicable to this contract.

- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.
- F. "Conflicts of Interest" Section 2-11 of the Miami Dade County Code, and Ordinance 01-199.
- G. North Bay Village Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **1.61. NONDISCRIMINATION**

During the performance of this Contract, proposer agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the Village, the proposer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the proposer or any owner, subsidiary or other firm affiliated with or related to the proposer is found by the responsible enforcement agency or the Village to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the proposer submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the proposer was not in violation at the time it submitted its affidavit.

## **1.62. CONFLICT OF INTEREST**

The Contractor represents that:

- A.** No officer, director, employee, agent, or other consultant of the Village or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B.** There are no undisclosed persons or entities interested with the proposer in the Agreement. The Agreement is entered into by the proposer without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Village, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the proposer directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the proposer's knowledge, any subcontractor or supplier to the proposer.
- C.** Neither the proposer nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the proposer shall have an interest which is in conflict with the proposer's faithful performance of its obligations under the Agreement; provided that the Village, in its sole discretion, may consent in writing to such a relationship, and provided the proposer provides the Village with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Village's best interest to consent to such relationship.
- D.** The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E.** In the event proposer has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, proposer shall promptly bring such information to the attention of the Village's Contract Manager. Proposer shall thereafter cooperate with the Village's review and investigation of such information and comply with the instructions proposer receives from the Contract Manager in regard to remedying the situation.

- F. Section 2-11.1(d) of the Miami-Dade County Code of Ordinances, requires any Village employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the Village or any person or agency acting for the Village competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with North Bay Village or any person or agency acting for the Village and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

### **1.63. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the proposer, its employees, agents, subcontractors and suppliers, without the express written consent of the Village:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Village, or the Work being performed hereunder, unless the proposer first obtains the written approval of the Village. Such approval may be withheld if for any reason the Village believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Village; and
- C. Represent, directly or indirectly, that any product or service provided by the proposer or such parties has been approved or endorsed by the Village, except as may be required by law.

### **1.64. BANKRUPTCY**

The Village reserves the right to terminate this contract if, during the term of any contract the proposer has with the Village, the proposer becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the proposer under federal bankruptcy law or any state insolvency law.

### **1.65. GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and



construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.66. SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the proposer and the Village under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.67. VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any Village employee. Only those communications which are in writing from an authorized Village representative may be considered. Only written communications from proposer, which are assigned by a person designated as authorized to bind the proposer, will be recognized by the Village as duly authorized expressions on behalf of proposer.

#### **1.68. PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has Village elected officials, officers or employees affiliated with it, unless the proposing firm has fully complied with current Florida State Statutes and Village Ordinances relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Proposer or termination of the agreement, removal of the Proposer from the Village's Proposer lists, and prohibition from engaging in any business with the Village.

#### **1.69. NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, 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 Vendor any fee, Commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the Village shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, Commission, percentage, gift or consideration.

#### **1.70. FORCE MAJEURE**

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the Village or proposer hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third parties or Village forces and in such event the Village shall withhold payment due proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate the Agreement.

#### **1.71. BUDGETARY CONSTRAINTS**

In the event the Village is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The proposer shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.72. ANNEXATION**

Proposer agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the Village.

#### **1.73. SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the Village waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

## **SECTION 2.0** **SPECIAL CONDITIONS**

### **2.1. COMPETENCY OF PROPOSERS**

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his/her experience in like work and that the proposer is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

### **2.2. PERFORMANCE OF SERVICES**

Proposer agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the Village may be rejected.

North Bay Village is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide TIES Community Park Design Services in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFQ).

A dedicated servicing representative must be available to the Village on an on-going basis.

### **2.3. MINIMUM QUALIFICATIONS**

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFQ.

- A. To be eligible to respond to this RFQ, the proposing firm or principals must demonstrate that they, or the principals assigned to the project, have successfully provided services similar in magnitude to those specified in the Scope of Services section of this RFQ to at least one municipality similar in complexity and vulnerability to NBV, or can demonstrate that they have the

- experience with private sector clients and the managerial and financial ability to successfully perform the services.
- B. The Consultants shall have been continuously engaged in the business of providing Professional Services of developing Community Park Designs to local governments for at least five (5) years.
  - C. The Consultants have no conflict of interest with regard to any other work performed for NBV.

## **2.4. CONTRACT TERM**

The Village intends to issue a contract for a complete TIES Community Park Design as outlined in Section 3.0 of this RFQ. Initial contract term, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

## **2.5. REQUESTS FOR INFORMATION**

Any questions regarding the specifications shall be addressed to the Village Clerk by the deadline stated herein for receiving questions via e-mail at [ERiera@nbvillage.com](mailto:ERiera@nbvillage.com).

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all proposers by written addenda. Failure of a proposer to receive and/or acknowledge any addendum shall not release the proposer from any obligations under this solicitation.

## **2.6. SCHEDULE OF EVENTS**

The Village will use the following tentative time schedule in the selection process. The Village reserves the right to change and/or delay scheduled dates. Village Commission Resolution to Negotiate and/or Award. Refer to the Schedule of Events Section for dates. \*DATES ARE TENTATIVE SUBJECT TO CHANGE\*

## **2.7. VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS**

Any variations from RFQ specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the Village shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the Village in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Manger in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

## **2.8. VENDOR AS AN INDEPENDENT CONTRACTOR**

It is expressly agreed that the Proposer is an independent contractor and not an agent of Village. The Proposer shall not pledge or attempt to pledge the credit of Village or in any other way attempt to bind the Village.

## **2.9. PROTECTION OF PROPERTY**

The Proposer shall take extra precaution to protect all property while conducting services. Any damage done by the Proposer shall be corrected to its original or better state and shall be corrected to the satisfaction of the Project Manager or designee.

## **2.10. PROPOSER'S REPRESENTATIONS**

Proposer must familiarize itself with the nature and extent of the Solicitation Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Proposer must give Project Manager written notice of all conflicts, errors or discrepancies that he/she has discovered in the Solicitation Documents and the written resolution thereof by Project Manager is acceptable to Proposer.

## **2.11. PERSONNEL**

Proposer's personnel shall carry photo identification, commercial driver's license, and show same to Village personnel at any time upon request. The Village reserves the right to request the same of Subcontractors.

END OF SECTION

## **SECTION 3.0** **SCOPE OF SERVICES**

### **3.1. BACKGROUND INFORMATION**

North Bay Village is requesting proposals from experienced firms (a “Proposer”) to provide for the development of the design and preparation of a complete set of construction plans and bid documents, construction administration, post-design services, and construction engineering and inspection (CEI) services relating to the development and implementation of a community park within Treasure Island Elementary School (the “Project”). An Evaluation Committee may evaluate and rank each proposal submitted in accordance with the requirements outlined in the RFQ. Upon the approval of the Village Commission of the recommendation of the Village Manager and authorization to negotiate/award with the highest-ranked Proposer, the Village shall negotiate with the selected Proposer the terms of an agreement (the “Agreement”) for the provision of the Services necessary for the completion of the Project. The successful Proposer will provide the Services pursuant to the requirements contained herein and the Agreement’s terms and conditions.

The park would be located at 7540 E Treasure Drive, North Bay Village, FL 33141. The designated area is predominately unused land surrounding the school buildings and an undeveloped open space occasionally used for soccer. The open space area also hosts afterschool programs, camp programs during school breaks, and youth soccer. Site concept imagery, maps, and additional information can be accessed by visiting <https://bit.ly/327DThV>.

### **3.2. SCOPE OF SERVICES**

The completed design should create a park and open space that elevates community interests and considers passive recreation, family, and public gatherings. The participatory design process will produce a completed design that prioritizes community needs and desires for a neighborhood park.

- A.** The successful proposer shall provide architectural and engineering services necessary to complete the design for a multi-purpose park, that includes, but is not limited to:
1. refurbished soccer field with
    - i. turf surfacing
    - ii. resilient and sustainable infill
    - iii. multi-sport striping
  2. refurbished multisport courts
  3. splash pad area
  4. upgrading fencing throughout the school property

5. urban trail path surrounding the TIES property with exercise vita course stations
  6. other miscellaneous park enhancements
- B.** The successful proposer shall recommend value engineering of the park to limit construction cost and Village liability
  - C.** The successful proposer shall provide a complete set of construction plans
  - D.** The successful proposer shall give a complete set of bid documents
  - E.** The successful proposer shall assist with construction administration during the project
  - F.** The successful proposer shall assist post-design services
  - G.** The successful proposer shall perform construction engineering and inspection (CEI) services relating to the construction of a community park within TIES
  - H.** The proposer shall host at Village Hall a minimum of two (2) community workshops to understand community needs and desires for the park amenities.
  - I.** The proposer shall provide the Village Commission with regular design presentation updates throughout the project life.
  - J.** The proposer shall develop an overall schedule that would include community input and commission presentations throughout the project's design. A Final and formal presentation will also be given to the Commission at the 100% design phase.

**This RFQ is being issued to develop the design, permitting, and construction engineering and inspection (CEI) services and construction administration phases of the Project. This RFQ does NOT include the construction phase related to this Project. The construction phase associated with this Project will be procured through a future solicitation process that is separate and independent from this RFQ and may be phased based on funds' availability.**

**Note:** As will be further detailed in the ensuing Professional Services Agreement, as may be amended from time to time, the Village, acting by and through its Village Manager or the Village Manager's authorized designee, before issuance of any Notice to Proceed, or at other reasonable intervals decided by the Village Manager, may elect at the Village's discretion, to proceed with the Work on a phased basis.

END OF SECTION

## **SECTION 4.0** **SUBMITTAL CONTENT**

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the submittals be organized and titled in the manner specified below.

### **4.1. TITLE PAGE**

Show the name of respondent's agency/firm, address, telephone number, name of contact person, due date, and the RFQ Title.

### **4.2. TABLE OF CONTENTS**

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

### **4.3. COVER LETTER AND EXECUTIVE SUMMARY**

This letter should be signed by the person in your firm who is authorized to negotiate terms, render binding decisions and commit the firm's resources. Summarize the proposer's understanding of the work to be done and make a positive commitment to perform the work in accordance with the terms of the proposal being submitted. This section should summarize the key points of your submittal.

In addition, you must include a statement that your firm understands that if selected; your firm is willing to perform the services under the scope of services.

The designee shall be required to warrant and represent that at all times during the term of the Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the services.

### **4.4. SCOPE OF SERVICES PROPOSED**

Clearly describe the scope of services available. Include details of your firm's methodology including technical approach, proposed solution and a timeline of major events (Section 3.) and methodology for keeping construction cost to a minimum.

### **4.5. DESCRIPTION OF COMPANY AND SERVICES**

Please address each of the following items as to how your firm will provide services to North Bay Village:



Provide information on the history and organizational structure of your firm including the year established, ownership, and principal officers.

Provide information on all team members that will be working on the NBV Community Park at TIES and how their experience will benefit NBV and this project.

#### **4.6. ENHANCED BENEFITS**

Provide a narrative statement describing why the Village should select the Proposer; including any examples of creative solutions that the firm may have offered similar clients in the past.

#### **4.7. ACKNOWLEDGMENTS**

The Proposer must complete, sign as required, and submit the Addenda (refer to Section 1.6) and all forms from Section 6 as part of its submittal.

END OF SECTION

## **SECTION 5.0** **EVALUATION CRITERIA**

### **5.1. INTRODUCTION**

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the Village Manager or Village Manager designee. A recommendation of the Evaluation Committee will be submitted to the Village Manager who shall review and submit his/her recommendations to the Village Commission for final ranking, authorization to negotiation an agreement and/or final award of an agreement.

The proposals shall be evaluated based on the following criteria to determine the proposal or proposals that are in the best overall interest of the Village.

### **5.2. EVALUATION CRITERIA**

Criteria	Description	Points
1	Firm Qualifications/ Experience	25
2	Innovation in Design Recommendations & Previous Projects	20
3	Methodology Including Technical Approach & Understanding of Scope of Services	55
Total		100

Upon completion of the criteria evaluation and rating, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the Village; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate and re-rate the proposals remaining in consideration based upon the written documents combined with the oral presentation.

### **5.3. OVERALL RANKING**

The Evaluation Committee will then determine the overall rating by adding the points for all criteria as described in Section 5.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The Village may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the Village. Any contract, as a result of the Solicitation, will be submitted to Village Manager for approval and may be submitted to the Village Commission for their approval. All Proposers will be notified

in writing when the Village Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Village to be in the best interest of the Village. The Village's decision to make the award and which proposal is in the best interest of the Village shall be final.

END OF SECTION

**SECTION 6.0**  
**REQUIRED FORMS/DELIVERABLES**

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

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

LIST OF ATTACHED FORMS:

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

**PROPOSER INFORMATION WORKSHEET**

RFQ # 2021-001

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

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

Firm \_\_\_\_\_ Contact \_\_\_\_\_ Information:

Firm \_\_\_\_\_ Representative \_\_\_\_\_ (name \_\_\_\_\_ and \_\_\_\_\_ title):

Representative \_\_\_\_\_ Contact \_\_\_\_\_ Information:

Firm Type (circle one): \_\_\_\_\_ Individual \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_

If Corporation: \_\_\_\_\_

Date \_\_\_\_\_ and \_\_\_\_\_ Place \_\_\_\_\_ of \_\_\_\_\_ Incorporation: \_\_\_\_\_

If Foreign Corporation: \_\_\_\_\_

Date of Registration with Florida Secretary of State: \_\_\_\_\_

\_\_\_\_\_  
Name \_\_\_\_\_ of \_\_\_\_\_ Resident \_\_\_\_\_ Agent:

\_\_\_\_\_  
Address \_\_\_\_\_ of \_\_\_\_\_ Resident \_\_\_\_\_ Agent:

\_\_\_\_\_  
President:

\_\_\_\_\_  
Vice \_\_\_\_\_ President:

\_\_\_\_\_  
Treasurer:

\_\_\_\_\_  
Board \_\_\_\_\_ of \_\_\_\_\_ Directors:

\_\_\_\_\_  
If Partnership: \_\_\_\_\_

Date \_\_\_\_\_ and \_\_\_\_\_ Place \_\_\_\_\_ of \_\_\_\_\_ Organization \_\_\_\_\_

\_\_\_\_\_  
Partners:

## PROPOSER QUALIFICATION STATEMENT

RFQ # 2021-001

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

The following minimum experience is required for this project:

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

1	Project Name:	_____
	Project Location:	_____
	Owner Name:	_____
	Contact Person:	_____
	Contact Telephone Number:	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
2	Project Name/ Location:	_____
	Project Location:	_____
	Owner Name:	_____
	Contact Person:	_____
	Contact Telephone Number:	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
3	Project Name/ Location:	_____
	Project Location:	_____
	Owner Name:	_____
	Contact Person:	_____
	Contact Telephone Number:	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____

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

RFQ # 2021-001

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

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

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

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

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

**OWNERSHIP DISCLOSURE AFFIDAVIT**

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

Full Legal Name	Address	Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

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

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

\_\_\_\_\_

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

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

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

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



**AMERICANS WITH DISABILITIES ACT (ADA)**

**DISABILITY NONDISCRIMINATION STATEMENT**

RFQ # 2021-001

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

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

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

by:

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

for:

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

whose business address is:

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

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

I, being duly first sworn state:

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

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

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

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

\_\_\_\_\_  
SIGNATURE

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

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

OR

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

of\_\_\_\_\_

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

Notary Public- State

My commission expires:

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

Notary Public



NOTARY PUBLIC:  
SEAL OF OFFICE:

---

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

- Personally known to me, or
- Personally identification:  
(Type of Identification Produced)

DID take an oath,

or

DID NOT take an oath.

OPTIONAL INFORMATION:

Type Of Document:

Number of Pages:

Number of Signatures

Notarized:

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

RFQ # 2021-001

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_ (IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_).

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

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

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

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

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

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

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

BY:

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Titled

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

Personally Known \_\_\_\_\_

Or Produced \_\_\_\_\_

Identification \_\_\_\_\_

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

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

Expires \_\_\_\_\_

(Type of identification) \_\_\_\_\_

(printed, Typed, or Stamped commission name of Notary public)

## **DRUG-FREE WORKPLACE PROGRAM**

RFQ # 2021-001

**IDENTICAL TIE PROPOSALS** – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposals 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 proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

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

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

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

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

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

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

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

\_\_\_\_\_  
Vendor Signature

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

\_\_\_\_\_  
Vendor Name

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT**

RFQ # 2021-001

STATE OF \_\_\_\_\_ }  
   } SS:  
 COUNTY OF \_\_\_\_\_ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposed will be paid to any employees of the 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: \_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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



**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

RFQ # 2021-001

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

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

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

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

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

\_\_\_\_\_  
Date

**CONE OF SILENCE CERTIFICATION**

RFQ # 2021-001

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 1.3 of this document titled 'Cone of Silence'.

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

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

\_\_\_\_\_  
Date

## TIE PROPOSALS CERTIFICATION

RFQ # 2021-001

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

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

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

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

\_\_\_\_\_  
Date

**PROPOSER'S CERTIFICATION**

RFQ # 2021-001

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

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

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this 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 the Village or any other Proposer is interested in said RFQ; and that the undersigned executed this Proposers 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/proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal 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: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name and Title,

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

\_\_\_\_\_

City, State, Zip Code

---

Telephone Number

Personally Known

Or Produced Identification

Notary Public - State of

My Commission Expires

(Type of identification)

(printed, Typed, or Stamped commission name of Notary public)

---

---

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---

---

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

STATE OF )  
) SS:  
COUNTY OF )

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

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

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

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

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

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

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

STATE OF            )  
                          ) SS:  
COUNTY OF            )

I HEREBY CERTIFY that a meeting of the Partners of the

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

(SEAL)

**CERTIFICATE OF AUTHORITY  
(IF JOINT VENTURE)**

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

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

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

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

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

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

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

(SEAL)



**ACKNOWLEDGMENT OF CONFORMANCE  
WITH OSHA STANDARDS**

The Village of  
(Prime Contract  
To the North Bay Village

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

\_\_\_\_\_  
PROPOSER

\_\_\_\_\_  
ATTEST

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

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

RFQ # 2021-001

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

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

Please check only one below

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

Please check only one below

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

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, \_\_\_\_\_, \_\_\_\_\_ of

\_\_\_\_\_

(Name)

(Title)

(Proposer)

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

BY:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name and Title,  
STATE OF  
COUNTY OF

Personally Known  
Or Produced Identification

Notary Public - Name

Notary Public - Signature

My Commission Expires

(Type of identification)

(printed, Typed, or Stamped commission name of Notary public)

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

**ANTI DISCRIMINATION CERTIFICATION**

Pursuant to Section 9.03 of the North Bay Village Charter & Section 36.25 of the Code of Ordinances

RFQ # 2021-001

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

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

I have read and understand the terms set forth in Section 9.03 of the North Bay Village Charter & Section 36.25 of the North Bay Village Code of Ordinances; and

I, on my behalf and on behalf of the Company, agree not to engage in any behavior or activity of any kind in the operation of the business that may constitute discrimination on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

It is understood that completion and execution of this form is required to complete a valid response to this solicitation for services. Failure to abide by this provision may be grounds to terminate any agreement derived from the award of this solicitation.

END OF SECTION