



REQUEST FOR QUALIFICATIONS (RFQ)

RFQ NO. 2023-005

PROFESSIONAL GENERAL ARCHITECTURAL & ENGINEERING SERVICES

PURCHASING DEPARTMENT
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida, 33141
Telephone (305) 756-7171
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Table of Contents

SECTION I – NOTICE OF RFQ 1

SECTION II – DEFINITIONS 4

SECTION III – GENERAL CONDITIONS 6

SECTION IV – SCOPE OF SERVICES 17

SECTION V – INSURANCE REQUIREMENTS 24

 5.1 COMMERCIAL GENERAL LIABILITY 24

 5.2 PROFESSIONAL LIABILITY 24

 5.3 AUTOMOBILE LIABILITY 24

 5.4 WORKERS COMPENSATION/EMPLOYERS LIABILITY 25

 5.5 INDEMNIFICATION 25

SECTION VI – INSTRUCTIONS FOR PREPARING SUBMISSIONS 26

 6.1 RULES FOR SUBMISSION 26

 6.2 PROPOSAL FORMAT 26

 6.3 LETTER OF TRANSMITTAL 26

 T1 Company Qualifications..... 26

 T2 Task Approach..... 27

 T3 Experience/Past Performance..... 27

 T4 Projected Workloads..... 28

 T5 Familiarity 28

 T6 Financial Statements 28

 T7 Insurance..... 29

 T8 Disclosure Statements..... 29

 T9 Requested Information 30

 T10 Rate Schedule of Firm..... 30

 T11 Funding Assistance..... 30

 T12 Sustainability Innovation..... 30

 T13 Optional Information..... 30

 T14 Addenda 30

SECTION VII – EVALUATION OF SUBMISSIONS 31

 7.1 EVALUATION COMMITTEE 31

 7.2 EVALUATION CRITERIA 31

 7.3 EVALUATION METHOD 31

 7.4 AWARD 32

 7.5 PROFESSIONAL SERVICES AGREEMENT 32

SECTION VIII – ATTACHMENTS 34

 A PROPOSER’S PROFILE STATEMENT 35

 B PUBLIC ENTITY CRIMES STATEMENT 36

 C SIGNATURE PAGE 38



SECTION I NOTICE OF REQUEST FOR QUALIFICATIONS

Sealed Qualifications packages must be submitted electronically through www.DemandStar.com by Proposers responding to this RFQ no later than the designated deadline date and time. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFQ Due Date and Time be accepted or considered. Late proposals will be retained unopened.

Solicitation Documents may be obtained by registering with www.DemandStar.com or from the Bid Website: <https://northbayvillage-fl.gov/bids-rfps/>.

Proposers who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by DemandStar to planholders/members.

The following meeting dates are subject to change according to the needs of Village.

RFQ Number:	2023-005
RFQ Name:	PROFESSIONAL GENERAL ARCHITECTURAL & ENGINEERING SERVICES
RFQ Advertising/Publish Date:	August 31, 2023
Non-Mandatory Pre-proposal Meeting:	September 14, 2023, at 10:00 a.m. via Zoom Meeting ID: 822 9202 2865 Password: 200060
Questions Deadline:	October 2, 2023, by no later than 5:00 p.m.
RFQ Closing Date/Time:	October 12, 2023, by no later than 2:00 p.m.
Anticipated Award / Contract Date:	November 14, 2023, Commission Meeting
Contact Information:	Email: aatkinson@nbvillage.com
Email Notifications:	Start all email subject lines with the RFQ number for faster recognition.
Submittal Requirements:	Submit the entire Proposal Package by completing and returning all required documents indicating Proposer’s name and Project Name, RFQ Number, and time and date of the RFQ opening. All submittals are required to be electronic and be contained in one (1) file. Hard copies, mailed, or facsimile responses shall not be accepted. Under no circumstances shall proposals delivered to or received by the Village or DemandStar after the RFQ Due Date and Time be accepted or considered. Late proposals will be retained unopened. It is the sole responsibility of the Proposer to assure that their electronic submittal is uploaded to DemandStar on or before the RFQ Due Date and Time. A Proposer’s failure to submit a proposal as required before the deadline shall cause their proposal to be disqualified. The Village shall in no way whatsoever be responsible for any delays caused by any power outages or internet failures. No exceptions will be made.
RFQ Statement of Work:	North Bay Village invites proposals from qualified contractors for Professional General Architectural & Engineering Services. This will be a multiple award contract.

Proposers may not withdraw their RFQ submittal for a period of ninety (90) calendar days after the day set for the opening of RFQs.

The Village Manager reserves the right to: (i) waive any informalities or irregularities, (ii) reject any and all proposals that are incomplete, conditional, non-responsive, or which contain additions not allowed for, (iii) reject any or all proposals in whole or in part with or without cause, (iv) re-advertise for proposals, (v) award in whole or in part to one or more Proposers, and (vi) accept the proposal which best serves the Village.



SCHEDULE OF PROCUREMENT EVENTS

The following schedule of procurement events shall govern this RFQ. The Village reserves the right to change the scheduled dates and times at its sole discretion.

Event	Date	Time
RFQ Available on DemandStar www.DemandStar.com and www.northbayvillage-fl.gov	Thursday, August 31, 2023	TBD
Non-Mandatory Pre-Proposal Mtg through Zoom <u>Meeting ID:</u> 822 9202 2865 <u>Password:</u> 200060	Thursday, September 14, 2023	10:00 AM
Deadline for Written Questions To be sent to aatkinson@nbvillage.com	Monday, October 2, 2023	5:00 PM
Village Response to Written Questions www.DemandStar.com and www.northbayvillage-fl.gov	Thursday, October 5, 2023	5:00 PM
Deadline for Electronic Submittal through www.DemandStar.com	Thursday, October 12, 2023	2:00 PM
Electronic Proposal Opening through Zoom. <u>Meeting ID:</u> 828 6450 8766 <u>Password:</u> 878359	Thursday, October 12, 2023	2:00 PM
Distribution of Submittals to Committee Members for Individual Review	*Friday, October 13, 2023	5:00 PM
Evaluation Committee Meeting through Zoom: Meeting ID: 842 9097 6447 Passcode: 402201	*Thursday, October 19, 2023	10:00 AM
To be Approved by Village Commission	Tuesday November 14, 2023	6:00 PM
Notice of Intent to Award to be Posted on www.DemandStar.com and www.northbayvillage-fl.gov	*Wednesday, November 15, 2023	6:00 PM
Agreement Negotiations	*Thursday, November 16, 2023	10:00 AM
Notice to Proceed	TBD	TBD

*These dates are tentative and subject to change.



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that North Bay Village, Florida, in compliance with Florida Statute 287.055, Consultants' Competitive Negotiation Act (CCNA), is seeking qualified, experienced, and licensed architectural and engineering firms, including their consultants for Professional General Engineering & Architectural Services on an as needed basis, through December 31, 2026, with three (3) one (1) year renewal options.

The Proposals shall be clearly titled **"RFQ 2023-005 – PROFESSIONAL GENERAL ARCHITECTURAL & ENGINEERING SERVICES."**

All bids shall be:

- Submitted electronically via WWW.DEMANDSTAR.COM
- No later than Thursday, October 12, 2023, by 2:00 p.m.

Non-Mandatory Pre-Proposal Meeting via Zoom on Thursday, September 14, 2023, at 10:00 a.m.

- Meeting ID: 822 9202 2865
- Password: 200060

All bids shall open publicly via Zoom on Thursday, October 12, 2023, at 2:00 p.m.

- Meeting ID: 828 6450 8766
- Password: 878359

The amount of each bid and each bid item, if appropriate, and such other relevant information shall be recorded, and the record and each bid shall be open to public inspection. Late submittals shall not be accepted or considered.

Bidder shall submit their bid indicating Bidder's name and Project Name, RFQ Number, and time and date of the RFQ opening. Bids shall be submitted electronically through www.DemandStar.com. Failure to comply shall deem submittal as nonresponsive.

The Village reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any submittal. The Village may reject any or all submittals and re-advertise. A copy of the complete bid may be obtained from the North Bay Village website, <https://northbayvillage-fl.gov/bids-rfps/>, or by clicking on the Village Clerk link under Village Departments. Select the "Bids" icon.

All questions or comments should be directed to the following email: aatkinson@nbvillage.com. Inquiries must reference **"RFQ 2023-005 – PROFESSIONAL GENERAL ARCHITECTURAL & ENGINEERING SERVICES"** in the subject line. Deadline to submit written questions is Monday, October 2, 2023, at 5:00 p.m.

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

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

Publish Date: 8/31/2023



SECTION II

DEFINITIONS

- 2.1 CONTRACT:** The written agreement for performance of the Scope of Work according to the terms and conditions established by the Request for Proposals/Qualifications and entered into between the Village and the successful Proposer.
- 2.2 CONTRACTOR/CONSULTANT:** A separate and distinguishable business entity participating or seeking to participate in the performance of a contract.
- 2.3 DESIGN CRITERIA PROFESSIONAL:** A firm who holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.
- 2.4 VILLAGE:** North Bay Village, Florida a municipal corporation 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.
- 2.5 LOBBYING:** Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of commission member or Village personnel after advertisement and prior to the posted recommendation on the award of the Contract.
- 2.6 NEGOTIATE** or any form of that word means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price. For purposes of this policy, the term does not include presentation of flat-fee schedules with no alternatives or discussion.
- 2.7 PROCUREMENT** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds. For the purpose of this policy, procurement refers to those goods and/or services, except professional services, solicited by the Purchasing Department pursuant to the Village and State of Florida requirements.
- 2.8 PROFESSIONAL SERVICES** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered land surveying, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor in connection with his/her professional employment or practice. Professional services include construction managers at risk as authorized by F.S. 1013.45.
- 2.9 PROFESSIONAL COMMITTEE (EVALUATION COMMITTEE):** Village staff and/or outside consultants assigned to evaluate the submitted Qualifications.
- 2.10 PROJECT MANAGER:** The duly authorized representative designated to manage the Project.
- 2.11 PROPOSER/RESPONDENT:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative.
- 2.12 "PROVIDER", "ENGINEER OF RECORD", "CONTRACTOR" OR "CONSTRUCTION MANAGER AT RISK", "SUCCESSFUL PROPOSER" OR "CONSULTANT":** The firm or individual receiving an award as a result of this RFQ. Said terms may be used interchangeably while retaining the same meaning.
- 2.13 PURCHASING DEPARTMENT:** The Purchasing Department of North Bay Village, Florida.
- 2.14 QUALIFICATIONS/PROPOSAL:** shall refer to any Offer(s) submitted in response to this Request for Qualifications.



- 2.15 REQUEST FOR QUALIFICATION (RFQ) OR PROPOSAL:** means a solicitation of responses for goods and/or services for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria which may include but may not be totally limited to price.
- It includes all exhibits and attachments as approved by the Village, and addenda or change orders issued by the Purchasing Department. In addition, these terms are used interchangeably in this Request for Qualifications while retaining the same meaning.
- 2.16 RESPONSIBLE BIDDER, OFFERER, QUOTER, OR RESPONDENT** An individual or business which has submitted a bid, offer, proposal, qualifications, quotation, or response, and which has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which shall give reasonable assurance of good faith and performance.
- 2.17 RESPONSIVE BIDDER, OFFERER, QUOTER, OR RESPONDENT, VENDOR, CONTRACTOR** means an individual or business that has submitted a bid, offer, proposal, quotation, or response, that conforms in all material respects to the solicitation.
- 2.18 SUBCONTRACTOR/SUB-CONSULTANT:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the successful proposer to furnish labor, or labor and materials, in connection with the Work or Services to the Village, whether directly or indirectly, on behalf of the successful proposer.
- 2.19 WORK, SERVICES, PROGRAM, PROJECT, OR ENGAGEMENT:** All matters that shall be required to be done by the successful Proposer in accordance with the Scope of Services, and the Terms and Conditions of this RFQ.



SECTION III GENERAL CONDITIONS

3.1 **REQUIREMENTS FOR PERSONNEL ENTERING VILLAGE PROPERTY**

Possession of firearms will not be tolerated in or near Village buildings. Nor will violations of Federal or State Laws and any applicable Village policy regarding Drug Free Workplace be tolerated. Violators shall be subject to immediate termination. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on Village property. Furthermore, no person may possess or bring a firearm on Village property.

If any employee of an awarded Proposer or subcontractor is found to have a firearm on Village property, said employee shall be terminated from the project. If the awarded Proposer or subcontractor fails to ensure that said employee is restricted from the project may result in contract cancellation and/or termination.

3.2 **QUALIFICATIONS**

Proposals shall be considered from qualified firms or individuals whose experience and expertise includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable. The Village may conduct such investigations as it deems necessary to establish the responsibility, qualifications and financial ability of the Proposers, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Village reserves the right to reject the Proposal of any Proposer who does not pass any such evaluation to the Village's satisfaction.

3.3 **EXPENSES**

Costs, either direct or indirect, incurred by the Proposer in the preparation, presentation, demonstration, delivery or for any other reason associated with the submittal of this Proposal are solely the responsibility of the Proposer and not the Village, and are not to be charged to the Village. However, neither the VILLAGE nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ. All expenses in the preparation of this RFQ are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFQ.

3.4 **BACKGROUND INVESTIGATION**

As a part of the RFQ evaluation process, the Village may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by FDLE to establish the competency, responsibility, qualifications, and financial ability of the Bidders, proposed subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to the Village's satisfaction within the prescribed time. The Village Manager/Commission reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to the Village's satisfaction.

3.5 **INQUIRIES/AVAILABILITY**

Inquiries concerning Proposal Submittals should be made in writing. The Village will respond to written inquiries, if received on or before the Questions Deadline. The Village shall record its responses to inquiries and any supplemental instructions in the form of a written addendum. **Written addenda shall be disseminated as specified below in Item 3.8.** No interpretation shall be considered binding unless provided in writing to the North Bay Village, Chief Financial Officer, Angela Atkinson, aatkinson@nbvillage.com. **It is the sole responsibility of the Proposer to ensure all addendum are received.**

CONTACT WITH VILLAGE PERSONNEL, ANY MEMBER OF THE SELECTION COMMITTEE OR COMMISSION MEMBER OTHER THAN PURCHASING DEPARTMENT STAFF REGARDING THIS REQUEST FOR QUALIFICATION SHALL BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.



3.6 INTERPRETATIONS AND ADDENDA

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies should be brought to the attention of the Purchasing Department through written communication prior to opening of the proposals. Failure to do so on the part of the Proposer shall constitute an acceptance by the Proposer of any subsequent decision by the Village. The Village will receive written requests for clarification concerning the meaning or interpretation of this RFQ by issuance of addenda via www.demandstar.com until the Questions Deadline. Questions shall be emailed to aatkinson@nbvillage.com with reference to the RFQ number in the subject for faster recognition. Only questions answered by formal written Addenda issued by the Purchasing Department shall be binding. Oral and other interpretations or clarifications shall be without legal effect.

The VILLAGE shall endeavor (through www.demandstar.com) notification of any addenda issued. It is the sole responsibility of the Proposer to ascertain whether any addenda to this Request for Qualification and Proposal Documents have been issued, and to submit any and all such addenda properly acknowledged with the Proposer's response.

Village may delay scheduled due dates if it is to the advantage of the Village. The Village shall notify proposers of all changes in scheduled due dates by written addenda.

3.7 EVALUATION

The Village shall assemble an Evaluation Committee comprised of staff and additional consultants, if necessary. This committee shall evaluate the proposals and may recommend the top ranked firms for oral presentations or discussions. The committee shall evaluate the proposals based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Statement of Services and performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, willingness to meet time and budget requirements, design and construction schedules, site development requirements, provisions for utilities, Stormwater retention and disposal, the ability of professional personnel, performance measures, recent/current projected workloads of the firms; and the volume of work previously awarded to each firm, and parking requirements applicable to the project, and other requirements as required by the Village.

3.8 AWARD OF CONTRACT

The Village Manager reserves the right to reject any and all Proposals, waive any and all informalities, minor irregularities, and to make a multiple award if it is in the best interest of the Village. Village contracts are awarded only when a fully executed written agreement has been returned to the Proposer by the Village. No one shall be entitled to rely on any other action as an award. The Village shall not be liable for any costs incurred by the Proposer prior to execution of the contract by the parties.

3.9 REJECTION CRITERIA/ DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. The Village reserves the right to reject the proposal of any Proposer in arrears or in default upon any debt or contract to the Village or who have failed to perform faithfully any previous contract with the Village or with other governmental jurisdictions. All Proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Your proposal shall be rejected as non-responsive if any of the following criteria exist (this list is not inclusive):

- The RFQ response Package is found to have concealed or contained false and/or misleading information.
- Minimum requirements are not met.
- Executed requested Attachments/Affidavits or Tab sections are not submitted with the response.
- Substitution of (SF) 330, 254 or 255 for Specific Related Experience of the Firm selection and Management Team Tabs shall result in your proposal being rejected as non-responsive.



- Not including an executed authorized signature page.
- Not licensed to perform the required work or provide the required product.
- Not eligible to Propose due to violations listed under Item# 3.17, Public Entity Crimes.
- The Proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional Proposal, is an incomplete Proposal, or contains irregularities of any kind which make the Proposal incomplete, indefinite, or ambiguous as to its meaning.

3.10 WAIVERS

The Village, at its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it shall best serve public interest.

3.11 EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the firm in contractual obligations. Proposal must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the Proposal document must be initialed in ink. The signature as reflected on the Transmittal Letter shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Qualification.

- Complete and include Attachment A, Proposer's Profile Statement and Attachment C, Signature Page in Tab 9 of Section VI.
- Proposals by corporations must be executed in the corporate name by the President or Vice President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Secretary or Assistant Secretary. The corporate address and State of Incorporation shall be shown below the signature.
- Proposals by partnership must be executed in the partnership name and signed by a general partner, his title must appear under his signature and the official address of the partnership must be shown below the signature.
- Include a list of authorized personnel to sign on behalf of the company-on-company letterhead and signed by an authorized agent as designated on the Division of Corporations for the State of Florida. Include in Tab 9 of Section VI.

3.12 WITHDRAWAL OF PROPOSALS

Proposers may not withdraw their submittal for a period of ninety (90) calendar days after the day set for the opening of RFQs. Otherwise all Proposals shall be irrevocable unless the Proposal is withdrawn only by written communication delivered to the Purchasing Department prior to the solicitation closing date and time. The Proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented.

3.13 CONFLICT OF INTEREST

The Contractor represents and warrants to the Village that no officer, employee, or agent of the Village has any interest, either directly or indirectly, in the business of the Contractor to be conducted hereunder. The Contractor further represents and warrants to the Village that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this contract, and that it has not paid, or agreed to pay any person, company, corporation, individual, or firm, other than bona fide Personnel working solely for the Contractor any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from the award or making of this contract. The Contractor also acknowledges that it has not agreed as an expressed or implied condition for obtaining this contract, to employ or retain the services of any person, company, individual or firm in connection with carrying out this contract. Include in Section VI, Tab 8.



It is understood and agreed by the Contractor that, upon the breach or violation of this Section, the Village shall have the right to terminate the contract without liability and at its sole discretion, and to deduct from the contract price, or to otherwise recover, the full amount of such fee, commission, percentage, gift or consideration paid by the Contractor.

- The Contractor represents that it presently has no interest, either direct or indirect, while performing the services required by this contract, which would conflict in any manner with Florida Statutes. The Contractor represents that no person having any such interest shall be employed during the term of this contract, including any officer, employee or agent of the Village.
- The Consultant represents and warrants that it has no current contracts with any entity that would create any conflict of interest in the Consultant's ability to perform the services required by this contract. Further, the Consultant represents and warrants that throughout the term of this contract, it will not undertake any work that would create such a conflict in interest.
- The Consultant shall promptly notify the Village in writing by certified mail or electronic mail of all potential conflicts of interest for any prospective business association, interest or other circumstance that may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the Village as to whether the association, interest or circumstance would, in the opinion of the Village, constitute a conflict of interest if entered into by the Contractor. If, in the opinion of the Village, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the Village shall so state in the notification and the Contractor shall, at its option, enter into such association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Village by the Contractor under the terms of this Contract.

3.14 **NON-COLLUSION**

By submitting a Proposal, the Proposer certifies that it has not divulged discussed or compared its Proposal with other Proposers and has not colluded with any other Proposer or parties to a Proposal whatsoever. Include in Section VI, Tab 8. Any such violation shall result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the Village's Proposal list(s).

3.15 **PUBLIC ENTITY CRIMES**

- The Proposer certifies by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, Proposer certifies that it has divulged, in its Proposal response information regarding any of these actions or proposed actions with other governmental agencies. Complete Attachment B and include in Tab 9 of Section VI.
- Pursuant to F.S. 287.133, as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal 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 Proposals on leases of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, sub-vendor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO or higher for a period of 36 months from the date of being placed on the convicted vendor list.
- The awarded Proposer or any subcontractor shall not employ any persons with multiple felonies or crimes against children. The awarded Proposer must provide documented proof of efforts to comply with this requirement. The Owner may declare any noncompliance or lack of diligent effort by the awarded Proposer to comply as a breach of contract and immediately terminate the services of the awarded Proposer.
- Any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on a project and must be replaced. Failure to comply may result in the immediate termination



of the awarded Proposer's contract at the sole discretion of the Village. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

3.16 PROPOSAL AS PUBLIC DOMAIN

All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. This includes material that the responding Proposer might consider to be confidential or a trade secret. The proposal will become part of the public domain upon opening. **Respondents shall not submit pages marked "proprietary" or otherwise "restricted".**

3.17 PUBLIC RECORDS

Pursuant to Florida Statute Section 119.071(1)(b)(2) F.S., sealed Proposals or proposals received by an agency pursuant to competitive solicitations are exempt from the provisions of 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision pursuant to §120.57(3)(a), F.S. or within 30 days after Proposal opening, whichever is earlier, except as provided in Section 119.071(1)(b)(3), Florida Statutes.

If the Contractor has questions regarding the application of chapter 119, Florida statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records the Village Clerk, at (305)756-7171, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141 or click [here](#).

3.18 E-VERIFY

3.20.1 Pursuant to Section 448.095, Florida Statutes, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision.

3.20.2 Subcontractors

- (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as stated in Section 448.095, Florida Statutes.
- (iii) Contractor shall provide a copy of such affidavit to the Village upon receipt and shall maintain a copy for the duration of the Agreement.

3.20.3 Failure to comply with this provision is a material breach of the Agreement, and the Village may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with The Village securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

3.19 LOBBYING

Proposers are hereby advised that they are not to lobby with any Village personnel or Commission members related to or involved with this solicitation until the Cone of Silence terminates. All oral or written inquiries must be directed through the Purchasing Department. Any Proposer or any individuals that lobby on behalf of Proposer during the time specified shall result in rejection or disqualification of said Proposal.

Respondents must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305)756-7171 or [click here](#) additional information.



3.20 **BYRD ANTI-LOBBYING AMENDMENT**

Contractors that apply or propose for an award of \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress with or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

3.21 **CONE OF SILENCE**

A cone of silence is hereby established for all competitive selection processes for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence shall be imposed on these procurements after advertisement of same.

“Cone of Silence,” as used herein, means a prohibition on any communication regarding this Request for Proposal (“RFP”), “ITB”, or “RFQ”. Pursuant to Section 2-11.1(t) of the County Code, the Cone of Silence remains in effect until the Village Manager has made a written recommendation to Village Commission. During the Cone of Silence, the following is prohibited: Any communication (oral or written) regarding this solicitation between a potential vendor, service provider, Proposer, lobbyist, or consultant and the Village Commission, evaluation committee members or the Village Manager and the Manager’s professional staff, unless permitted by one of exceptions.

Any written communications or inquiries, except for clarification of process or procedure already contained in the solicitation, are permitted provided the written communications are directed to Angela Atkinson, Chief Financial Officer, at aatkinson@nbvillage.com. Such written inquiries or requests for information shall contain the requester’s name, address, and telephone number. If transmitted by facsimile, the request should also include a coversheet with Proposer’s facsimile number. The request may also be electronically sent to aatkinson@nbvillage.com or mailed to the Chief Financial Officer, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141. Written communications to other Village officials or employees are prohibited until the Cone of Silence has been lifted.

- The cone of silence prohibits any communication regarding a competitive solicitation process. The cone of silence commences after the advertisement of the competitive solicitations. Competitive procurements are advertised on the purchasing department's web page or in a newspaper of general circulation.
- The cone of silence terminates at the time the Village Commission acts on a written recommendation from the purchasing department or the Village Manager regarding a contract award; provided, however, that communications are permitted when the Village Commission receives public comment at the meeting when the recommendation is presented. The cone of silence can be re-imposed if the Village Commission rejects the Manager’s written recommendation.
- Section 119.071(1)(b)(2), F.S., provides an exemption for “sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation” until such time as the agency provides notice of an intended decision or until 30 days after opening “the bids, proposals, or final replies,” whichever is earlier, except as provided in Section 119.071(1)(b)(3), Florida Statutes.
- The purchasing department and the Village Manager shall ensure that all solicitations include provisions describing the requirements and prohibitions of the cone of silence, including how a potential vendor, service provider, Proposer, lobbyist, or consultant may communicate with Village personnel.
- Any person, whether employed by the Village or not, who knowingly violates a provision of this policy shall be prohibited from serving on a Village competitive selection committee.
- Violation of this policy by a particular Proposer, respondent, and/or representative may, at the discretion of the Village, result in rejection of said Proposer, respondent, and/or representative’s RFQ, proposal,



or offer and may render any contract award to said Proposer, or respondent voidable.

- In addition to any other penalty provided by law, violation of this policy by a Village employee shall subject said employee to disciplinary action up to and including dismissal from service.

3.22 ASSIGNMENT

The successful Proposer shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Village. Furthermore, the awarded Proposer shall not transfer or assign the performance required by this RFQ.

3.23 SUBCONTRACTING/SUBCONSULTANT

If an awarded Proposer intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the Proposer's Proposal or prior to use for approval, include in Section VI of Tab 1. No subcontracting shall take place prior to Proposal-awarded Proposer furnishing this information and receiving written approval from the Village. The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the Village has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The Village reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor shall be equally responsible for meeting all requirements specified in the Request for Qualification.

Nothing contained in this RFQ will be construed as establishing any contractual relationship between any sub-proposer(s) and the Village. The awarded Proposer (s) shall be fully responsible to the Village for the acts and omissions of the subcontractor (s) and their employees. After award of contract, any change in subcontractors requires prior written approval by the Village.

3.27 DISPUTES

In case of any doubt or difference of opinion as to the services to be furnished hereunder, the decision of the Village shall be final and binding on both parties.

3.28 PROPOSAL PROTEST

Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- Any person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision.
- With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the advertisement of the solicitation.
- The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
- In order for the Village to consider the protest, the protesting party shall deliver with the formal written protest to the Village a "protest bond". Request bond requirements to aatkinson@nbvillage.com.

**3.24 DEBARMENT**

The Village shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

3.25 FEDERAL DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

The prospective lower tier participant certifies, by submission and signature of this submittal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation.

3.26 DELETION/OVERSIGHT/MISSTATEMENT

Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of completing the project within the agreed upon time frame.

3.27 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

The Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. Include disclosure statement in Tab 8 of Section VI.

Proposer understands and agrees that violation of this clause is a material breach of the contract and may result in contract termination, debarment, or other sanctions.

3.28 TAXES

The Village is exempt from all Federal, State, and Local taxes. State sales and use tax certificates of exemption forms will be issued upon request. No tax fee shall be included in prices.

3.29 RECORDS/AUDITS

The awarded Proposer shall maintain during the term of the contract all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the Village's Auditor. The awarded Proposer agrees to make available to the Village's Auditor, during normal business hours all books of account, reports and records relative to this contract for three years after final payment. The Village, its authorized agent and/or state/federal representative shall have full access to and right to examine any of said materials at any time. If an investigation or audit is in progress, records shall be maintained until all matters regarding said records are closed.

3.30 LIABILITY, INSURANCE, LICENSES, AND PERMITS

Where awarded Proposers are required to enter or go onto Village property to deliver materials or perform work or services as a result of RFQ award, the Proposer will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance that may be required by federal, state, or county law to furnish services under the scope of this contract. The awarded Proposer shall be liable for any



damage or loss to the Village incurred by the awarded Proposer, the awarded Proposer's employees, licensees of the awarded Proposer or agent or any person the awarded Proposer has designated in the performance of his or her contract as a result of the RFQ; further, the awarded Proposer shall be liable for all activities of the awarded Proposer occasioned by performance of the Contract.

3.31 SEVERABILITY

Indulgence by the Village on any non-compliance by the Proposer does not constitute a waiver of any rights under this Request for Qualifications. If any term or provision of this RFQ or resulting Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this RFQ or Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this RFQ/Contract shall be deemed valid and enforceable to the extent permitted by law.

3.32 VENUE

All contracts shall be governed by the laws of the State of Florida and venue shall be in Miami-Dade County, Florida. The venue of any legal action resulting from this Proposal shall be Miami-Dade County, Florida.

3.33 UNAUTHORIZED WORKERS

The Village shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Village.

3.34 SCRUTINIZED COMPANIES LIST

Pursuant to Sections 287.135, 215.4725, and 215.473, of the Florida Statutes which prohibits agencies from contracting with any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, participation in the Boycott of Israel, the Scrutinized Companies with Activities in the Iran Petroleum Energy List, and is not engaged in business operations in Cuba or Syria are prohibited from contracting for goods or services in any amount at the time of submitting to this RFQ through the term of this contract, including renewals or extensions. If firm is found negligent, contract shall be terminated; and submission of a false certification may subject firm to civil penalties, attorney's fees, and/or costs; may not transact business with any public entity for a period of 36 months. Include disclosure statement in Tab 8 of Section VI.

Questions regarding this statement should be directed to the State of Florida, Bureau of State Procurement (850) 488-8440.

3.35 SOVEREIGN IMMUNITY

Nothing contained herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or as a waiver of limits to liability or rights existing under Section 768.28, Florida Statutes.

3.36 GOVERNMENTAL REGULATIONS AFFECTING LAND USE

Unless the Scope of Services of this Contract includes an investigation into the applicable land use, zoning and platting requirements for the Project, Consultant shall proceed on the assumption that the Project as presented by the Village, is in accordance with all applicable governmental regulations.

3.37 COMPETITIVE NEGOTIATION



Consultant shall execute a truth-in-negotiation certificate stating that wage rates and other factual costs supporting the compensation are accurate, complete, and current. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual costs. All such contract adjustments must be made within one (1) year following the end of the contract.

3.38 PROHIBITION AGAINST CONTINGENT FEES

Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. Include in Section VI of Tab 8. For the breach or violation of this provision, the Village shall have the right to terminate the agreement without liability and, at its discretion to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. Consultant or partnership thereof, who offers to pay, or pays any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any Village contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first-degree misdemeanor, punishable as provided in F.S. 775.082 or F.S. 775.083.

Each contract entered into by the Village for professional services shall be in accordance with F.S. 287.055(6).

3.39 REUSE OF EXISTING PLANS

Notwithstanding any other provisions of this policy, there shall be no public notice requirement or utilization of the selection process as provided in this policy for projects in which the Village is able to reuse existing plans from a prior project. However, public notice for any plans which are intended to be reused at some future time shall contain a statement which provides that the plans are subject to reuse in accordance with the provisions of F.S. 287.055(10).

3.40 CONTRACT TERMS

A contract resulting from this document shall be governed in all respects as to validity, construction, capacity, performance, or otherwise by the laws of the State of Florida. Contractors providing service under this contract assure the Village that they are conforming to and otherwise complying with the following, as applicable:

- The Civil Rights Act of 1964, as amended.
- Clean Air and Water Pollution Acts, 42 U.S.C. 7401-7671q.
- Federal Water Pollution Control Act, 33 U.S.C. 1251-1387.
- Executive Order 11738.
- EPA Regulation, 40 CFR Part 15, which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities.
- Federal, state, and local laws and regulations, including the Davis-Bacon Act, pertaining to wages, hours and conditions of employment and 2CFR 200.317 – 200.326, if applicable.
- Energy Policy and Conservation Act, 42 U.S.C. 6201.
- Funding Agreement (Rights to Inventions) 37 CFR Part 401.
- Recovered Materials Section 6002 of Environmental Protection Agency (EPA) at 40 CFR Part 247.
- Equal Employment Opportunity, 41 CFR Part 60.



- Copeland “Anti-Kickback” Act, 40 U.S.C. 3145, as supplemented by the Department of Labor Regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by loans or grants from the United States”.)
- Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5), as applicable.

By signing this contract, the Contractor certifies that it is in compliance with, and/or will comply with, the aforementioned terms specifically mentioned, as well as all other municipal, county, state and federal requirements and regulations.

3.41 FLORIDA PREFERENCE

Pursuant to Florida Statute 287.084, award recommendations shall make appropriate adjustments to pricing when considering bids from Proposers having a principal place of business outside the State of Florida. If applicable, all proposers must complete and submit the Attachment A, Proposer’s Profile Statement with the response to this solicitation. Failure to comply shall render proposal response non-responsive to the terms of this solicitation. This preference does not apply to purchases using Federal Funds.

3.42 KICKBACKS

Any Contractor giving or offering to any employee and/or official of the Village, either directly or indirectly, any rebate, percentage of contract, money or other things of value as an inducement or intended inducement, in the procurement of this or any other solicitation, shall be deemed in violation of this agreement, in addition to being in violation of any other municipal, county, state and federal laws and/or ordinances.

3.43 VARIANCE IN CONDITION

Any and all special conditions and specifications, mutually agreed upon and attached hereto that vary from the general conditions shall have precedence.

3.44 DISCLAIMER

Employees or representatives of the Village act exclusively as agents for the administration of this agreement and are not personally or collectively liable for any performance or non-performance under this agreement and/or any agreement resulting from this agreement.



SECTION IV SCOPE OF SERVICES

PROJECT OVERVIEW:

North Bay Village, Florida, FL is soliciting Statements of Qualification from interested parties and/or firms for the provision of Professional General Architectural & Engineering Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Village with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The Village will review submittals only from those persons and/or firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein (in the sole judgment of the Village). This will be a multiple award contract.

The Village will be selecting up to eight (8) consultants to be awarded contracts in accordance with Florida Statutes 287.055 (CCNA Act). There are two (2) Capital Improvement Programs in the Village (1) Roadway & Stormwater Management Capital Improvement Plan (CIP) and (2) the Village's General CIP.

The scope of work for Roadway & Stormwater Management CIP projects includes roadway and stormwater engineering design (pump station modeling, design, permitting and construction), post design services for the resilient countermeasure reference in the Village's Stormwater Master Plan. North Bay Village (Village) is a coastal municipality comprised of three (3) manufactured Islands, located in the northeast (NE) bounds of Miami-Dade County (County): North Bay Island, Harbor Island and Treasure Island.



The Village is surrounded by Biscayne Bay, which is an Outstanding Florida Water (OFW) and demarcated an Aquatic Preserve. The singular land-based ingress/egress transportation is via the John F. Kennedy (JFK) Causeway (i.e., 79th Street Causeway), which bifurcates the Village west to east. The Village owns and maintains Water, Sewer, and Stormwater utilities and (2) small parks. NBV streets are entirely residential in nature except for Kennedy Causeway which runs east-west through North Bay Village limits. Kennedy Causeway is owned and maintained by the Florida Department of Transportation.



The recent inclement changes in the environmental climate within Biscayne Bay has exposed the Village and its infrastructure to rising sea levels, rising groundwater, and increased rainfall amounts. The Village regularly experiences sunny day flooding, standing water after normal rainfall events, and receives heavy storm surge flooding. The improvements identified in the Stormwater Master Plan are a part of the Village Capital Improvement Plan (CIP) to protect critical infrastructure, local business, and properties.

The Village intends to select firms which demonstrated expertise in providing similar services to those requested herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Village with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. Respondents must be pre-qualified per FDOT standards for the following work types.

Major Work

- Major Roadway Design
- Stormwater Pump Station and Infrastructure
- Traffic Calming and Pedestrian Connectivity

Minor Work

- Minor Roadway Design
- Miscellaneous Structures
- Traffic Engineering Studies
- Signing, Pavement Marking & Channelization
- Lighting
- Control Surveying
- Design, Right of Way, Construction Surveying
- Right of Way Mapping
- Soil Exploration
- Geotechnical Classification Lab Testing
- Architect
- Landscape Architect

The prime consultant, at a minimum, must be pre-qualified by FDOT in Group 3 – Work Types 3.1 and 3.2, subconsultants may be used to satisfy the remaining work groups. In addition, in order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within each area of expertise and in particular the practices of the State of Florida Department of Transportation, United States Army Corps of Engineers, Miami-Dade County, Department of Public Works and Transportation, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of North Bay Village. The Village understands that not all the interested firms provide services for all the different disciplines mentioned; therefore, the Village will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

The scope of work for the General CIP projects may include work for various departments of the Village including, but not limited to, Public Works, Building, and Planning & Zoning. The Village anticipates the majority of the scope of work to be engineering related. The scope of services include, but are not limited to, providing general engineering and architectural services to provide planning, reviews, assessments, reports, studies, design, project permitting, renderings, schedules, cost estimates, construction specifications, project management, construction inspection and construction management for projects such as marine construction, transportation/traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning and Design (incl. structural, mechanical, electrical and plumbing), sustainability, environmental and landscaping. In order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within



each area of expertise and in particular the practices of the State of Florida Department of Transportation, Miami-Dade County Department of Public Works and Transportation, Miami-Dade County Department of Environmental Resources Management, Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements, and applicable ordinances of North Bay Village. The Village understands that not all the interested firms provide services for all the different disciplines mentioned; therefore, the Village will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

The selected Respondent(s) must agree to abide by and be governed by North Bay Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion.

4.1 SCOPE OF WORK

The services to be provided by the consultant(s) for the Village's Roadway & Stormwater Management CIP will be responsible for the survey, design, permitting, community outreach, construction administration and post design services (i.e., experience with pump station construction). The Village developed a Stormwater Master Plan that identified the preliminary design criteria, concept plans and other proposed improvements in the Stormwater Management Plan. The scope of the work shall incorporate the following general areas of work as well as all miscellaneous construction necessary to accomplish the improvements identified in the Stormwater Master Plan. The selected consultant(s) shall provide North Bay Village with the following services:

- Roadway Reconstruction and Streetscape Improvements consisting of the complete reconstruction of the roadway cross section including a designed profile and cross slope to adapt for current and future sea level rise impacts. All roadway right-of-way within the limits of the project shall be reconstructed to newly targeted elevations, as requested. Additional design considerations will be made to maintain positive drainage away from the private lots. The complete set of roadway construction plans shall include drainage calculations and design, traffic control, maintenance of traffic, street lighting, permits applications and processing, as well as technical specifications, bid documents 22 and tabulations.
- Stormwater System Improvements consisting of the removal of the existing drainage system and the design and construction of an interconnected drainage system to include new piping, catch basins, manholes, pollution control structures, backflow preventers at the outfalls, and connections to existing outfalls via new pumps stations. Thorough understanding and familiarity with FDOT standards for developing drainage structure schedule.
- Conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building structure plans and specifications (bid documents) for the pump station facilities. Preparation of design site plans for pump station facilities shall be in accordance with planning and zoning Codes.
- Marine/coastal engineering consisting of the raising of the existing public seawall structures, as confirmed by the Village.
- Utility coordination for adjustment and relocation, coordination with adjacent property owners for easements as needed, private property harmonization for all types of water and sanitary sewer systems including but not limited to water distribution and sewage collection systems, transmission lines of all sizes and types, and pumping stations.
- Provide sidewalks and ADA compliant pedestrian curb ramps and other related components such as detectable warning surfaces, pavement markings, pedestrian crossing signs and plaques.
- Provide new signs and pavement markings to comply with the latest editions of the FDOT Standard Plans, the FDOT Traffic Engineering Manual (TEM), and the Manual on Uniform Traffic Control Devices (MUTCD).
- Provide new lighting system where applicable and upgrade any existing service points and load centers to meet standards.
- Replace impacted landscape and trim trees and shrubs to comply with clear sight triangle requirements where feasible. Preparation of landscape plans (conceptual thru final drawings and specifications) shall



include tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.

- Include green infrastructure initiatives as identified by Village.

The Stormwater Management Plan, preliminary design criteria, concept plans and other information is for informational purposes only and shall not be relied upon or used as a substitute for the Consultant's independent professional judgement.

MINIMUM QUALIFICATION REQUIREMENTS

The proposers shall have the following minimum qualifications:

1. Be a licensed, registered, and practicing engineering firm in the State of Florida for the last five (5) years under its current business name.
2. Possess a minimum of five (5) years of professional experience with comprehensive civil engineering design services for roadway and stormwater pump station projects, as described in the Scope of Services.
3. Have a licensed engineer, who shall serve as Project Manager, with a minimum of five (5) years of experience managing projects as described in this RFQ.
4. Have a licensed engineer, who shall serve as Roadway Design Engineer, with a minimum of five (5) years of experience designing roadway projects and maintenance of traffic (MOT) as described in this RFQ; and
5. Have a licensed engineer, who shall serve as Stormwater Design Engineer, with a minimum of five (5) years of experience of stormwater modeling and designing stormwater engineering projects as described in this RFQ; and
6. Have a licensed engineer, who shall serve as Mechanical, Electrical, and Plumbing (MEP) Engineer, with at least five (5) years of experience of designing stormwater pump station projects as described in this RFQ.

The minimum qualifications for the critical staff identified above are as follows.

Project Manager

Proposer shall submit a two-page resume that provides a comprehensive summary of the Project Manager's experience within the past five (5) years, including three (3) stormwater projects and/or three (3) roadway projects, completed or ongoing, with at least one (1) large scale public right-of-way roadway or stormwater project with a construction cost of \$5 Million or more including, but not limited to, roadway reconstruction design, milling and resurfacing, drainage improvements, sidewalks, ADA compliant ramps, curb and/or gutter structures, pavement markings and striping, roadway signage, utility coordination, survey, geotechnical services, landscape architecture, roadway lighting, traffic signalization, public involvement, and related services necessary for the preparation of construction documents for the project, design development, construction permitting, bidding and construction administration, as identified in this RFQ. In addition, the resume shall reflect the Project Manager's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated five (5) year minimum requirement and submit proof of the three (3) roadway projects and/or three (3) stormwater pump station projects, with at least one (1) large scale public right-of-way roadway or stormwater project, will result in the Proposal being deemed non-responsive.

Roadway Design Engineer

Proposer shall submit a two-page resume that provides a comprehensive summary of the Civil Engineer's experience within the past five (5) years, including three (3) roadway projects, completed or ongoing, with at least one (1) large scale public right-of-way roadway project with a construction cost of \$10 Million or more including, but not limited to, roadway improvements and reconstruction, maintenance of traffic (MOT), pavement design, drainage improvements, sidewalks, ADA compliant ramps, curb and/or gutter structures, pavement



markings and striping, roadway signage, utility coordination, geotechnical investigations coordination, landscaping architecture, roadway lighting, traffic signalization, public involvement, and related services necessary for the preparation of construction documents for the project, design development, construction permitting, bidding and construction administration, as identified in this RFQ. In addition, the resume shall reflect the Roadway Engineer's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated five (5) year minimum requirement and submit proof of the three (3) roadway projects, with at least one (1) large scale public right-of-way roadway project, may result in the Proposal being deemed non-responsive.

Stormwater Design Engineer

Proposer shall submit a two-page resume that provides a comprehensive summary of the Stormwater Design Engineer's experience within the past five (5) years, including three (3) stormwater projects, completed or ongoing, with at least one (1) large stormwater pump station project with a construction cost of \$5 Million or more including, but not limited to, stormwater modeling (utilizing ICPR software), pump station design, water quality design, drainage improvements, curb and/or gutter structures, and related services necessary for the preparation of construction documents for the project, design development, construction permitting, bidding and construction administration, as identified in this RFQ. In addition, the resume shall reflect the Stormwater Engineer's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated five (5) year minimum requirement and submit proof of the three (3) stormwater projects, with at least one (1) large stormwater pump station project, may result in the Proposal being deemed non-responsive.

MEP Design Engineer

Proposer shall submit a two-page resume that provides a comprehensive summary of the MEP Engineer's experience within the past five (5) years, including the two (2) stormwater pump station projects, completed or ongoing including, but not limited to, drainage improvements and related services necessary for the preparation of construction documents for the project, design development, construction permitting, bidding and construction administration, as identified in this RFQ. In addition, the resume shall reflect the MEP Design Engineer's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated five (5) year minimum requirement and submit proof of the two (2) stormwater pump station projects, will result in the Proposal being deemed non-responsive.

Consultant shall provide proof of expertise with references on past project including the following:

- Utilization of hydraulic evaluation tools including computational fluid dynamics and modeling I/I.
- Utilization of additional parameters and scenarios to the design, other than just peak flow, and addresses impacts on the overall system, rather than just the pump station itself.
- Expertise with pump stations with flows >750 cfs.
- Expertise on design and implementation of HDPE piping via directional drill, open cut and micro tunneling methods.
- Updated electrical standards based on NEC.
- Expertise designing pumping system with Variable Frequency Drives (VFDs).
- Expertise designing pumping system with instrumentation and SCADA.



The services to be provided by the consultant(s) for the Village's General CIP will be: (1) General Consulting Services whereby the consultant(s) may serve as advisor, administrative consultant, or technical consultant to the Village. The consultant(s) will be asked to act as a technical resource supporting and supplementing Village Staff. (2) Services could also be project specific and will be assigned on a work-order basis, whereby the consultant(s) will be asked to prepare planning documents, engineering studies, construction plans, specifications, schedules, cost estimates and/or provide project management and construction management services for specific projects as defined by the Village. The construction management services, or Construction Engineering Inspection (CEI) may be provided for projects completed by the consultant(s), completed by other consultant(s) or in support of projects completed by Village staff. Other professional services to be provided may include, and not be limited to, architectural services for miscellaneous projects; design and/or construction management projects for projects such as marine construction, transportation, traffic signalization, traffic calming, drainage, water, sanitary sewer, site plan, architectural planning, and design (incl. structural, mechanical, electrical, and plumbing), sustainability, environmental and landscaping. From time to time, consultants may be asked to assist the Village in project coordination meetings with other municipalities, regulatory agencies, and developers, local and state governments. Some projects issued by the Village may be eligible for Federal financial assistance by the Federal Emergency Management Agency ("FEMA") so when applicable, the project will be solicited in accordance with the Federal Procurement Standards outlined in Title 2 C.F.R. § 200.317 to 200.326. When this is the case, the Proposer shall adhere throughout the term of the awarded contract to the latest applicable FEMA policies, procedures, and directives, such as the FEMA Public Assistance Program and Policy Guide (PAPPG) FP 104-009-2 / April 2018 as may be amended, updated, or replaced from time-to-time. The Proposer shall also adhere to applicable Federal law, regulations, and executive orders; and State/Local law and regulations. The selected consultant(s) shall provide North Bay Village with the following services, but not limited to surveying/mapping and geotechnical services as needed.

A. Marine Construction: Includes the design, calculations and analysis needed to prepare a complete set of construction documents for seawall structures, stationary/floating docks, revetments, boat ramps and boardwalks. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

B. Traffic and Transportation Engineering: Includes field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; complete streets; signal timing analysis and design; traffic circulation studies; traffic calming; parking; trip generation; forecasting and assignment; as well as pavement markings and signing. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

C. Civil Site Plan and Design: Includes the preparation of site plans as required by the Village in accordance with planning and zoning Codes. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

D. Environmental Engineering: Includes field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida as applicable. Factors to be assessed include but are not limited to: effects on natural resources; erosion and sedimentation; coastal and freshwater wetland communities; wildlife habitat and migration; air, water and soil pollution; groundwater and surface water movement and flow; and groundwater quality.

E. Water and Sewer: Under this category, Proposers will be required to provide all services necessary to plan, design, equipment selection, preparation of construction documents, and administration of construction contracts for all types of water and sanitary sewer systems including but not limited to water distribution and sewage collection systems, transmission lines of all sizes and types, and pumping stations. The work may include comprehensive studies and preparation of 23 reports, permitting compliance, master planning, hydraulic modeling, development of new facilities, repairs, and improvements of existing facilities.

F. Architectural Planning & Design: Includes the conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building structure



plans and specifications (bid documents) for municipal structures and facilities. All documents to be signed and sealed by a Professional Engineer and/or Registered Architect registered in the State of Florida.

G. Contract Administration: Includes engineering services necessary for the analysis of construction schedules, construction delay claims, change orders, preparation of progress and final payment estimates, contract correspondence, preparation of minutes for various meetings and public information programs.

H. Construction Engineering Inspection (CEI): Includes detailed inspections during the construction process, certification of premanufactured materials, review of test results, monitoring conformance to construction plans and specifications, review and approval of shop drawings, review and recommend progress payments, preparation of progress reports.

I. Sustainable Engineering: Designing and operation of systems that use energy and resources sustainably, that do not compromise the natural environment, specific to public infrastructure and facilities. LEED Design.

J. Landscape Design: Preparation of landscape plans (conceptual thru final drawings and specifications) including tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.



SECTION V

INSURANCE REQUIREMENTS

Professional hereby agrees to procure and maintain insurance, as may be required, for the term of this agreement, and provide proof of insurance as evidenced by a valid Certificate of Insurance. A Certificate of Insurance (COI), deemed acceptable to the Village, must be received by the Deputy Village Manager within ten (10) from award and prior to the start of any work. Professional shall be authorized by subsisting certificates of authority issued to the companies by the Department of Insurance of the State of Florida or be eligible surplus lines insurers under Florida Statute 626.918 and must have a current rating of "A-" or better and a Financial Size Category of "VIII" or better according to the most recent rating in effect by the A.M. Best Company.

North Bay Village must be named as an additional insured on the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater if required below. Certificates shall be filed with the Village by the Contractor, prior to commencement of the Work. Professionals shall not charge a markup or fee of any type on any insurance policies required herein.

Certificates shall contain a provision that coverage afforded under the policies will not be cancelled without prior written notice to the Village. The Certificates of Insurance from the Commercial General Liability, Business Auto Liability and the Builder's Risk/Installation Floater must have the Village as an additional insured in connection with the work contracted to (Name of Professional). This insurance applies separately to the Village except with respect to limits of liability and is primary to rather than contributory with any insurance or self-insurance carried by the Village. Any deviation to the insurance contract terms, conditions or limits listed below need to be approved by the Risk and Benefits Department (Deputy Village Manager). If requested, a complete copy of the insurance policy must be provided to the contract administrator or their designee within seven (7) days from the date requested.

References to letter and number combinations, reference to Insurance Services Office (ISO) forms and represent specific coverage provisions that may not be deviated from without approval by the Risk and Benefits Management Department (Deputy Village Manager). Any request for deviation or waivers must be addressed in writing to the Deputy Village Manager at cgomez@nbvillage.com.

Commercial General Liability – insurance coverage for death, bodily injury, personal injury, or property damage, and requires endorsements, contract language, and waiver of subrogation. Coverage must be on an occurrence form with limits of least \$1,000,000 each occurrence and \$2,000,000 general aggregate. The Village must be added as an ADDITIONAL INSURED. Any requirements, conditions, or stipulations that limit or restrict a covered activity must be clearly indicated on the Certificate of Insurance or attached thereto. If coverage is afforded solely or in part, through membership, registration, or participation in a master association, organization, or group, the terms and conditions for continued eligibility must be maintained. A lapse in insurance or failure to maintain appropriate coverage may result in the termination of this agreement.

Professional Liability – insurance coverage for errors and omissions resulting from the services provided under this agreement. Coverage must be for limits of at least \$1,000,000 each occurrence and \$2,000,000 general aggregate with a deductible or self-insured retention not to exceed \$25,000. *Professional liability insurance is only required if your business provides certain professional services including but not limited to architectural, design, engineering, electrical, and construction, as well as professional services, including consulting.*

Automobile Liability – insurance coverage for any auto, including hired and non-owned, used in the course and scope of work. Business automobile liability insurance coverage must be on an occurrence form with limits of at least \$500,000. Commercial autos shall require waiver of subrogation and owns, hired and non-owned. Combined single limit, or \$100,000 per person and \$300,000 per accident. *Insurance is required as noted herein for personal vehicles that are not owned by the business but are driven onto Village property in order to conduct business, we require evidence of personal automobile insurance at least equal to the Florida legal minimum of \$10,000 personal injury protection (PIP) and \$10,000 property damage liability (PDL).*

Cyber Privacy or Network Liability/Cyber Liability – insurance coverage must be for limits of at least \$1,000,000 each occurrence for work being performed in order to cover the potential losses by electronic theft or sabotage.



Workers' Compensation and Employers' Liability – insurance that complies with Florida statute, Chapter 440. Minimum coverage limits must be the greater of (1) the statutory requirement or (2) \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit, and requires waiver of subrogation. *Workers' Compensation insurance is only required if Florida statute mandates that your business have coverage.* Firms with four (4) or less employees that does not acquire workers' compensation insurance must submit their State certificate of election to be exempt.

INDEMNIFICATION

Awarded Proposer recognizes the broad nature of this article and voluntarily agrees to indemnify the Village to the fullest extent permitted by Florida law and shall protect, defend, indemnify and hold harmless the Commission, its agents, officers, elected officials, volunteers and employees from and against all claims, expenses, actions, liabilities, losses (including economic losses) and costs arising out of or related to any actual or alleged bodily injury, sickness, disease or death, or injury to or destructions of tangible property.

Awarded Proposer agrees to protect, defend, indemnify, and hold harmless the Village, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the Village, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Awarded Proposer, its employees, or agents, arising out of or connected with this Agreement. The Awarded Proposer shall not be required to indemnify the Village or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the Village, or its agents, employees, or representatives.

The Awarded Proposer, without exemption, shall indemnify and hold harmless, the Village, its employees, representatives, and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, service marked, trademarked patented or unpatented invention, process, or any other intellectual property right or item manufactured by the Awarded Proposer. Further, if such a claim is made, or is pending, the Awarded Proposer may, at its option and expense, procure for the Village the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the Village agrees to return the article on request to the Awarded Proposer and receive reimbursement from the awarded Proposer. If the Awarded Proposer used any design, device or materials covered by letters, patent, or copyright, it is mutually agreed and understood, without exception, that the prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work. This article will survive the termination of any contract with the Village.

- The parties agree that Ten Dollars (\$10.00) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.
- The Village reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Awarded Proposer under the indemnification agreement.
- It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.



SECTION VI

INSTRUCTIONS FOR PREPARING SUBMISSIONS

Submit one (1) complete electronic submittal, contained in one (1) file, PDF format preferred, submitted electronically through www.DemandStar.com containing all of the required information **prior to the Bid deadline**. Bids submitted after the bid deadline shall be retained unopened and deemed non-responsive. This RFQ shall be awarded only to a responsive and responsible proposer, qualified to provide the work specified. The proposer should submit the following information with their design criteria response package to be considered responsive in order for the Village to fully evaluate the firm's qualifications. Failure to fully submit the requested design criteria package shall result in the response being considered non-responsive.

6.1 **RULES FOR SUBMISSIONS**

The submission must name all persons or entities interested in the submission as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to the RFQ. Each firm shall only submit once as a prime and may participate as a subconsultant on more than one team. Village will accept all Architects and Engineers as prime; however, preference will be given to Civil Engineering firms that submit as prime. Village shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

It is the responsibility of the Proposer to ensure that the Proposal Package is complete and received at the proper time. Proposals, once opened, become the property of the Village, and shall not be returned to the Proposers. Proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes. Submittals shall remain subject to acceptance for ninety (90) calendar days after the day of the RFQ opening,

Please tab all support documents or attachments according to the order established in the following paragraph. The Village reserves the right to deduct points or reject and not consider any proposal not organized and not containing all the information outlined.

6.2 **PROPOSAL FORMAT**

Proposers should prepare their proposals using the following format. Proposers shall label, tab, and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Village has no previous knowledge of their services or capabilities. Proposals should clearly describe the services, specifying where it meets, exceeds or does not comply with the general specifications.

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

6.3 **LETTER OF TRANSMITTAL**

The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Professional's understanding of the RFQ. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to the Village's Request for Qualification. The transmittal letter shall not exceed two (2) pages in length.

Tab 1 ~ Company Qualifications

Firms shall provide a brief profile of their company, which should include their history, and corporate structure with organizational chart, ownership interest, primary markets served, total current number of employees, and the length of company's existence. Professional must identify all their offices, including the location of the main office that will be responsible for the actual production of the work.

Firm must provide proof that their firm is fully licensed and holds a current certificate of registration under F.S. Chapter 481, to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under F.S. Chapter 471, to practice engineering and who is employed by or under



contract to the Village for professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

Provide the appropriate SF 330 in support of the services requested by this RFQ. SF 330 can be downloaded from www.gsa.gov.

- For joint venture teams:

- No formal joint venture contracts or agreements are required between Prime and team of subconsultants.
- Prime shall submit Section A, B, C and D of SF 330 Part I on behalf of joint venture team. - Information for both Prime and Subconsultants shall be submitted in sections E, F, G and H of SF 330 Part I
- Both Prime and Subconsultants shall submit Part II of S.F. 330
- All resume information shall be provided as part of SF 330, Part 1, Section E, "Resumes of Key Personnel 20 Proposed for this contract". Resumes of Key Personnel from the prime firm should also be included in the submittal as required on the attached Contact Information Worksheet.

Provide a list of key personnel with experience and skills to perform the services (include information related to each service) in that office who will be responsible for the completion of the work, including the resumes of the primary (key) individuals. Resumes of proposed key personnel shall include (name, company address, phone number, e-mail address) job skills, education, training, experience and professional affiliations/membership, copies of current licenses and certifications acquired for the type of work to be performed in the State of Florida.

Firm must provide a minimum of (10) year's comparable experience, specializing in the architectural and engineering design services.

All proposed sub-consultants shall be identified, and the working relationship between the respondent and the sub-consultant shall be explained. Sub-consultants shall also provide key personnel resumes and copies of professional licenses.

Proposer must disclose whether there were any claims made under the contract documents by any party thereto that was not resolved prior to mediation, litigation, or arbitration under the construction agreement. If there were such claims, provide the information requested in Tab 3 for legal actions and claims as referenced therein.

Firms interested In Sea Level Rise and Stormwater Pump Station design and construction services shall provide with qualifications for consideration and selection on those opportunities with North Bay Village.

Tab 2 ~ Project Approach/Executive Summary

The Respondent shall provide an overall Project approach/Executive Summary. Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

Tab 3 ~ Experience/Past Performance/References:

Firm shall provide a list minimum of five (5) projects of a similar type that the responsible office or individuals have completed within the last (15) years. Title and brief description of each project shall include:

- A brief description of the project.
- Total bid price, contract time limit, and final construction cost and time.
- Owner of the project.



- The name, email, and telephone number of the customer contact person.
- Project completion date.
- Provide a minimum of five (5) references within the past five (5) years with a scope and nature similar to this project. References must include the name of the contact person and agency, address, telephone, and email address. Each reference person must be someone who personally possesses significant knowledge, skill, or experience in the field of construction or design. Each reference person must be someone who has direct knowledge of the proposer's previous work and performance. Each reference person's direct knowledge of Proposer's work and performance must be meaningfully related to the reference person's knowledge, skill, or experience in the field of construction and the reference person's role and meaningful participation in the applicable project(s) on which the reference is based. Proposer shall provide a letter signed by each reference person detailing the foregoing. Reference letters from highly qualified reference persons, reference letters that contain more detailed information and reference letters that establish a positive, longer, and more frequent course of dealing may be accorded more weight than letters lacking or providing less information.
- Identify all matters in which your firm has been party to legal action (including federal and state court litigation, arbitration, administrative proceeding, etc.) during the last 5 years involving a single client for claims in excess of \$50,000. Include a brief legal description of the dispute and its current status. Describe the particular circumstances giving rise to the dispute and the actions which your firm took to attempt to resolve the matter. The descriptions shall include the following information: (i) identification of each cause of action (i.e. breach of contract, unfair and deceptive acts or practices) made in the legal action, (ii) the greatest amount of damages claimed by Proposer against each party in said legal action, (iii) the greatest amount of damages claimed by any other party in said legal action against Proposer, (iv) the amount of money and other relief Proposer was awarded, adjudged and recovered (by settlement, garnishment or otherwise) from each party to the legal action, and (v) the amount of money and other relief any other party to the legal action was awarded, adjudged or recovered (by settlement, garnishment or otherwise) from Proposer.
- Identify all other claims involving a single client asserted against Proposer in the past three years in excess of \$50,000, whether the claim was asserted in correspondence or otherwise (but specifically excluding any legal action as indicated in the previous paragraph), where it was alleged or asserted that Proposer failed to perform any part of professional design contract for a the construction of any structure, misrepresented, negligently misrepresented or neglected to perform any duty owed to the Proposer's design client, including any alleged defect(s) in Proposer's previous design work on any project. Proposer need not and should not repeat any claim identified in the previous paragraph.
- Firms interested In Sea Level Rise and Stormwater Pump Station design including construction services shall provide with experience, past performance and references for consideration and selection on those opportunities with North Bay Village.

Include references and contact information of Past Performance and working experience and relationships with the Village or other Florida Municipalities and public entities.

Tab 4 ~ Projected Workloads: Recent/current projected workloads of the firms; and the volume of work previously awarded to each firm.

Tab 5 ~ Familiarity: Provide a description of the firm's familiarity with local conditions, geography/topography, environmental conditions, and community goals in the North Bay Village area. Provide the firm's approach on how to develop and implement designs considering right of way space limitations, a dense residential area including how to execute design and construction activities quicker to minimize impact to the community.

Tab 6 ~ Financial Statements: Firm must provide a recent financial statement audited or reviewed by a Certified Public Accountant, not more than two (2) years old, indicating the net worth of the applicant firm.



The financial statement shall be evaluated on a pass-fail basis. Not submitting said audited or reviewed financial statement shall render a failed response for this criterion. Compiled or internally prepared financial statements will not be accepted and shall render a failed response for this criterion. In accordance with F.S. 119.07, any financial statement that an agency requires a prospective proposer to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from public records disclosure requirements. The Chief Financial Officer or designee shall review financial statements of shortlisted firms for veracity of financial capacity. If Chief Financial Officer or designee does not approve the veracity of financials, Proposer may be disqualified.

- List of all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years, if applicable. Include in the description the disposition of each such petition.
- List of all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last ten (10) years, if applicable. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- List of all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants. Include all case and docket numbers, dates in question, case name.

Tab 7 ~ Insurance: Provide proof of ability to obtain insurance coverages as detailed in Section V. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Village along with their qualification data. A properly completed Accord Form is preferable. The awarded firm shall either cover any sub-consultants on its policy or require the sub-consultants to conform to all requirements for insurance contained herein.

Tab 8 ~ Disclosure Statements: Proposer, as specified below, must be replaced with Firm Name. Signature on the transmittal letter shall certify the veracity of these statements.

Include a disclosure statement advising the Village of any potential **Conflict of Interest**, real or apparent, that the Respondent, employee, officer, or agent of the firm may have due to ownership, other clients, contracts or interests associated with this project as specified in Item 3.15.

Include the following Statement of **Non-Collusion**: "The respondent certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this solicitation the information provided has been arrived at independently, without consultation, communication, or agreement with any other respondent or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena" as specified in Item 3.16.

Include statement that Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and must, upon request, provide evidence of compliance with this provision as specified in Item 3.20.

Include the following statement of **Non-Discrimination & Equal Opportunity Employment**: Proposer certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable as specified in Item 3.32.

Include the following statement of **Scrutinized Companies List**: Proposer certifies and attests that firm is not on any list, engaged in any business operations, or participates in activities as specified in Item 3.39.

In accordance with Florida Statute 287.055(6)(a) **Prohibition Against Contingent Fees**, the following statement must be included in each submittal: "The respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the respondent to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the respondent any fee,



commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement” as specified in Item 3.43.

Tab 9 ~ Requested Information:

- Attachment A, Proposer’s Profile Statement
- Attachment B, Public Entity Crimes
- Attachment C, Signature Page
- Florida registration with the Division of Corporations
- Business Tax Receipt w/copy of IRS W-9 form or proof of exemption.
- List of authorized personnel to sign on behalf of the company-on-company letterhead and signed by an authorized agent as designated on the Division of Corporations for the State of Florida.

Tab 10 ~ Rate Schedule of Firm: Provide the schedule of rates for all applicable positions/titles necessary to complete the scope of work mentioned in Section IV.

Tab 11 ~ Funding Assistance: Demonstrate capacity - whether fully in-house, with the assistance of a Subconsultant, or some combination thereof – to assist the Village in researching, applying for, and obtaining grants or other funding sources to supplement the Bond Referendum.

Tab 12 ~ Sustainability Innovation: Provide documentation demonstrating two (2) previously completed or ongoing projects that exhibit innovative thinking in sustainability within the last ten (10) years.

Tab 13 ~ Optional Information: Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness, and abilities of the Respondent (please limit this information to two pages).

Tab 14 ~ Addenda (if applicable): All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

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



SECTION VII EVALUATION OF SUBMISSIONS

7.1 **EVALUATION COMMITTEE**

The Village Manager shall assemble an Evaluation Committee comprised of one (1) administrator from the Village, one (1) other designee, one (1) community representative, and/or additional designees, if necessary.

7.2 **EVALUATION CRITERIA**

The Committee shall evaluate current statements of qualifications to perform the services required utilizing the following evaluation criteria:

Category	Criteria	Maximum Points
1	<p>Qualifications/Experience of the Respondent</p> <p>To include years of and types of experience, ability, capacity and skill, accomplishments and reputation, and adequacy of personnel to perform, including timeliness, financial stability and availability and licenses.</p>	15
2	<p>Qualifications/Experience of the Respondent Team</p> <p>Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the Project.</p>	10
3	<p>Past Performance & Client References</p> <p>Experience and background in with similar Projects and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.</p>	15
4	<p>Project Approach & Management</p> <p>The Firm’s understanding of the Village’s needs, local conditions, goals, and objectives</p>	25
5	<p>Familiarity, Design Issues, & Approach</p> <p>The Firm’s approach on how to design a project considering space limitations, a dense residential area and how to minimize impact to the community.</p>	25
6	<p>Financial Stability & Approach</p>	10
		Total: 100 Points

7.3 **EVALUATION METHOD**

Step 1: The Evaluation Committee shall evaluate current statements of qualifications to perform the services required, rank the firms in order of preference as to their qualifications, selecting up to eight (8) firms deemed to be the most highly qualified to perform the required services. The Evaluation Committee may also, at its sole discretion, request additional or clarifying information from any responder, and may



require public presentations regarding their qualifications, approach to the project, and ability to furnish the required services.

Step 2: Shortlisted firms may be invited to appear in front of the Evaluation Committee for oral interviews and/or presentations on its qualifications and methodology. Notices for interviews will contain explicit instructions concerning location, date, time, and length of interviews. The finalists are re-evaluated and ranked based on their presentations and preliminary design.

Proposer understands that if a team is short listed and selected to be interviewed and /or to make oral presentations to the Evaluation Committee and/or the Village Commission, only the team members evaluated in the written submissions may present or be interviewed. The firm principal can accompany the team, and if not a team member, introduce the team. Any changes to the team at the oral presentations/interviews shall result in that team's disqualification.

7.4 AWARD

The Village anticipates entering into a contract with the proposer(s) who submits the proposal judged by the Village to be most advantageous. The Village reserves the right to award to more than one firm, if it's in the Village's best interests to do so.

If an agreement to enter into negotiations cannot be reached with the top ranked respondent(s), the Village may seek negotiations with the next ranked respondent, and so on, until an acceptable agreement has been reached.

Recommendation of Award of the Best and final offers (BAFO) shall be presented to the Commission for approval.

7.5 PROFESSIONAL SERVICES AGREEMENT

A tentative contract shall be negotiated with the most qualified firm(s) for professional services at compensation which the Village's designee(s) determine(s) is fair, competitive, and reasonable. In making such determination, the Village's designee(s) shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract that exceeds the maximum amount established by F.S. 287.017 for Category Four, the Village shall require the firm receiving the award to execute a **Truth-In-Negotiation Certificate** stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required shall contain a provision that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract. The contract shall also be in accordance with F.S. 287.055(6) with reference to prohibition against contingent fee clauses.

All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the services or obtained in the performance of the contract, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the Village upon their creation without restriction or limitation on their use and will be made available, upon request, to the Village at any time during the performance of the services.

Proposer will not copyright any material or work product developed under the contract. Any reuse of Proposer's prepared documents by the Village, except for the specific purpose intended hereunder, will be at the Village's sole risk and without liability or legal exposure to Proposer or its sub-proposers. The agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Village and Proposer shall submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties shall agree that proper venue for any suit concerning this Agreement shall be Miami-Dade, Florida, or the Federal Southern District of Florida.



Proposer shall agree to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party shall waive its rights to a trial by jury in any litigation related to the contract.

No award with respect hereto shall be deemed final and all such awards shall be deemed conditional, unless and until the parties shall have fully executed the agreement(s) contemplated herein, and a fully executed agreement has been returned to the proposer, or a purchase order has been issued by the Village to the proposer. The Village reserves the right to revoke any award made hereunder, without penalty, premium or obligation, at any time prior to the delivery of the fully executed agreement(s) or purchase order to the Proposer, notwithstanding that an award may have been published. No Proposer shall be entitled to rely on any announcement of an award, and the Village shall in no way be estopped in the revocation of an award previously granted.



**SECTION VIII
FORMS**

- 1. PROPOSER'S PROFILE STATEMENT**
- 2. PUBLIC ENTITY CRIMES**
- 3. SIGNATURE PAGE**
- 4. SINGLE EXECUTION AFFIDAVITS**
- 5. ACKNOWLEDGEMENT OF ADDENDA**



FORM 1
Return completed with Proposal
PROPOSER'S PROFILE STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____

PROPOSER'S Telephone, _____ Fax Number: _____

PROPOSER'S Email address: _____

PROPOSER'S License Number: _____
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business _____

State the number of years your firm has been in business under your present business name _____

State the number of years your firm has been in business in the work specific to this RFQ: _____

Names and titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the Village and shall render the proposer RFQ submittals non-responsive.

At what address was that business located? _____

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by VILLAGE in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the VILLAGE to reject the Proposal, and if after the award, to cancel and terminate the award and/or contract.

Print Name/Title

Signature



FORM 2
Return completed with Proposal
SWORN STATEMENT ON PUBLIC ENTITY CRIMES

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

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement that 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 officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of



Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted 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.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me on this ____ day of _____, 20____ by _____ who is personally known to me or who has presented the following type of identification: _____.

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



FORM 3
Return Completed with Proposal
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to execute this submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to this Request for Qualifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. Proposer certifies that he or she has not divulged, discussed, or compared his or her submittal with other proposers and has not colluded with any other proposer or parties to a submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation shall result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Village vendor list(s).
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or VILLAGE, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations shall result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the Village, the firm shall negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the Village and Proposer authorizes all entities or persons listed in this proposal submittal to answer any and all questions. Proposer hereby indemnifies the Village and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.
8. **Proposer understands and accepts that that if Proposer is awarded this RFQ, Proposer will not be awarded RFQ NO._____.**

Submitted on this _____ day of _____, 20_____.

Please check one: _____ Individual _____ Partnership _____ Non-incorporated Organization

Witness

Company

Witness

By

(if a corporation, affix seal)

Print Name & Title

Incorporated under the laws of the State of (if applicable) _____.



**FORM 4
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR CONSULTANT AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR CONSULTANT CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR CONSULTANT IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A STATEMENT OF QUALIFICATIONS/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Date: _____

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 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.

Respondent Initials

Public Entity Crimes Affidavit

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

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July



1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with 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 determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials



No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract. No portion of the sum herein proposed will be paid to any employees or elected officials of North Bay Village or its consultants as a commission, kickback, reward, or gift, either directly or indirectly, by Respondent or any member of Respondent’s firm or any officer of the Respondent.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, commission member, or employee of North Bay Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Commission members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or Submittal is submitted and may be further disqualified from submitting any future bids or Submittals for goods or services to Village.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Consultant has personal knowledge of the matters set forth in its Submittal/Bid and is fully informed respecting the preparation and contents of the attached Submittal/Bid and all pertinent circumstances respecting the Submittal/Bid;
2. The Submittal/Bid is genuine and is not a collusive or sham Submittal/Bid; and
3. Neither the Respondent/Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Consultant, firm, or person to submit a collusive or sham Submittal/Bid, or has in any manner, directly or indirectly, sought by agreement or



collusion or communication or conference with any other Respondent/Consultant, firm, or person to fix the price or prices in the attached Submittal/Bid or of any other Respondent/Consultant, or to fix any overhead, profit, or cost element of the Submittal/Bid price or the Submittal/Bid price of any other Respondent/Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Village may immediately terminate the Agreement that may result from this RFQ at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Respondent's Certification, Acknowledgment, Warranty, and Acceptance

1. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.
3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Respondent warrants that all information provided by it in connection with this Submittal is true and accurate.



5. Respondent proposes to furnish the services or goods specified in the RFQ and agrees that its Submittal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Submittal.
6. Respondent certifies that all information contained in this Submittal is truthful to the best of my knowledge and belief; that I am duly authorized to submit this Statement of Qualifications on behalf of the firm as its act and deed; and that the firm is ready, willing and able to perform if awarded the contract.
7. Respondent understands that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.
8. Respondent further certifies, under oath, that this Submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Statement of Qualifications for the same product or service; no officer, employee or agent of the Village or any other Respondent is interested in said RFQ; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Respondent Initials

Ownership Disclosure Affidavit

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



Name	Address	Ownership (%)

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

Name	Address

Respondent Initials

Truth in Negotiation Certificate
(if applicable)

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for Projects and services that may be offered pursuant to this Request for Submittals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, Project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida.



Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Submittals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with North Bay Village, Florida. Consultant understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

Drug-Free Workplace Program

IDENTICAL TIE SUBMITTALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Submittals 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 Submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to 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.

Respondent Initials

Cone of Silence Certification

Respondent had read and understood the terms set forth in the solicitation pertaining to the Miami-Dade County Cone of Silence and agrees to abide by same.

Respondent Initials

North Bay Village Anti-Discrimination Statement

Pursuant to Section 36.25 of the North Bay Village Code and Section 9.02 of the North Bay Village Charter, Respondent/Contractor/Vendor confirms that it has read and understood the terms set forth therein and agrees to refrain from any discrimination in his/her/its operation on the basis of race, religion, sex, sexual orientation, place of origin, or physical handicap.

Respondent Initials

Acknowledgment of Conformance with OSHA Standards

Respondent acknowledges and agrees 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 agrees 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.

Respondent Initials

E-VERIFY Affidavit

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



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

By submitting a response to this RFQ and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**



In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or . online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath



**FORM 4A: CERTIFICATE OF AUTHORITY
(if Corporation, Partnership, or Joint Venture)**

I HEREBY CERTIFY that at a meeting of the [circle one] Board of Directors/Partners/Principals of _____
_____, a
business existing under the laws of the State of _____, (the "Entity") held on _____
_____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to execute this
Submittal dated _____, 20____, on behalf of the
Entity and submit this Statement of Qualifications to North Bay Village, and
this Entity and the execution of this Certificate of Authority, attested to by
the Secretary of the Corporation, and with the Entity's Seal affixed, will be
the official act and deed of this Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)



**FORM 4B: CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing business as _____,
the Consultant that has submitted the attached Statement of Qualifications.
2. I am fully informed respecting the preparation and contents of the attached Submittal and all of the pertinent circumstances respecting such Submittal.
3. I am authorized to execute the Submittal dated _____, and submit this Statement of Qualifications to North Bay Village, and the execution of this Certificate of Authority, attested to by a Notary Public, will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

- _____ Personally known to me; or
- _____ Produced identification (Type of Identification: _____)
- _____ Did take an oath; or
- _____ Did not take an oath



FORM 5
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

- | | |
|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Addendum 1 | <input type="checkbox"/> Addendum 6 |
| <input type="checkbox"/> Addendum 2 | <input type="checkbox"/> Addendum 7 |
| <input type="checkbox"/> Addendum 3 | <input type="checkbox"/> Addendum 8 |
| <input type="checkbox"/> Addendum 4 | <input type="checkbox"/> Addendum 9 |
| <input type="checkbox"/> Addendum 5 | <input type="checkbox"/> Addendum 10 |

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____