



NORTH BAY VILLAGE

REQUEST FOR QUALIFICATIONS

No. 2025-006

**CONSTRUCTION OF VILLAGE HALL/PUBLIC SAFETY COMPLEX AND
MIAMI-DADE COUNTY FIRE STATION NO. 27**

VILLAGE COMMISSION

Rachel Streitfeld, Mayor

Goran Cuk, Vice Mayor

Doris Acosta

Richard Chervony

Andy Daro

VILLAGE MANAGER

Frank Rollason

VILLAGE CLERK

Alba L. Chang, CMC

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.



NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION	
Solicitation Number:	2025-006
Solicitation Name and Scope:	<p>Construction of North Bay Village Hall/Public Safety Complex and Miami-Dade Fire Station No. 27.</p> <p>The Village is seeking statements of qualification for the construction of a multiuse municipal building on a 0.756-acre property located at 1335 79th Street Causeway, including North Bay Village's administrative offices, commission chambers, and police station, and Miami-Dade County Fire Station No. 27 and adjacent parking area(s). Successful Respondents will be provided with an Invitation to Bid or Request for Proposals to participate in the second phase of the competitive solicitation process.</p> <p>Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "RFQ") at https://northbayvillage-fl.gov/bids-rfps/ or through the Onvia DemandStar portal (www.demandstar.com). The RFQ contains detailed information about the scope of Services, submission requirements, and selection procedures.</p>
Pre-Response Meeting (non-mandatory):	<p>Tuesday, July 15, 2025 @ 11:00AM</p> <p>Address: 1666 Kennedy Causeway, North Bay Village, Florida 33141</p> <p>1st Floor Conference Room</p> <p>Zoom Meeting ID: 898 0469 1080</p> <p>Zoom Password: 871788</p> <p>All Respondents planning to submit Responses should attend this meeting.</p>
Written Questions Deadline:	Any questions, requests for information, or clarification pertaining to this RFQ must be made in writing by no later than July 21, 2025 to: Annabelle Rodriguez, Grants & Procurement Accountant at 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, Telephone 305-756-7171, Email: procurement@nbvillage.com .
Solicitation Closing:	Wednesday, August 6, 2025 @ 1:00PM
Public Opening of Responses:	<p>Wednesday, August 6, 2025 @ 1:00PM</p> <p>Zoom Meeting ID: 823 4527 6729</p> <p>Zoom Password: 656105</p>
Anticipated Short-List Selection Date	<p>Tuesday, September 16, 2025 at 6:00 p.m.</p> <p>Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141</p>
Cone of Silence:	Pursuant to §38.18 of the Village Code, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning ITBs, RFQs or RFPs. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. Further information on the procedures relating to the Cone of Silence can be found in the solicitation documents.
DemandStar Registration:	Register with DemandStar to receive notifications pertaining to this solicitation. All notices and any addenda will be made available through DemandStar. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this solicitation once posted to DemandStar.
Contact Information:	<p>1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141</p> <p>Telephone: 305-756-7171</p> <p>Email: procurement@nbvillage.com</p>
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

PUBLIC NOTICE OF SOLICITATION

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SECTION 1
INTRODUCTION, RESPONSE SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, is soliciting statements of qualification from firms (individually and collectively, “Respondents”) for the construction of a multiuse municipal building (the “Work” or “Services,” as further defined herein) on a 0.756-acre property located at 1335 79th Street Causeway, which multiuse municipal building shall include the Village’s administrative offices, commission chambers, and police station, a Miami-Dade County operated fire-rescue station, and adjacent parking area(s) (collectively, the “Village Hall Complex”). **Successful Respondents (as defined herein) will be provided with an Invitation to Bid (“ITB”) or Request for Proposals (“RFP”) to participate in the second phase of the competitive solicitation process.**

1.2 SCHEDULE OF EVENTS

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

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ (Cone of Silence Begins)	Tuesday, July 8, 2025	3:00PM
2	Pre-Response Meeting (Non-Mandatory) Zoom Meeting ID: 898 0469 1080 Zoom Password: 871788	Tuesday, July 15, 2025	11:00AM
3	Closing Date for Respondent Questions	Monday, July 21, 2025	3:00PM
4	Village’s Answers to Questions by Respondents (by Addendum)	Wednesday, July 30, 2025	3:00PM
5	Responses Due & Opened Zoom Meeting ID: 823 4527 6729 Zoom Password: 656105	Wednesday, August 6, 2025	1:00 p.m.
6	Village Staff Member’s Review of Responses for Responsiveness	After August 6, 2025	
7-A	Evaluation Committee Meeting & Opening of Responses	TBD	
7-B	Presentations by Top Ranked Respondents (if requested by the Evaluation Committee)	TBD	
8	Village Manager Issues Recommendation to Commission	Tuesday, September 9, 2025	11:59 p.m.
9	Commission Meeting to Select Short-Listed Respondents	Tuesday, September 16, 2025	6:00 p.m.
10	Issuance of RFP for Second Phase of Competitive Solicitation to Short-Listed Successful Respondents	October 2025	

1.3 GENERAL RESPONSE SUBMISSION INSTRUCTIONS; SUBMITTAL DEADLINE

All Responses must be received by the date and time specified in the Schedule of Events via DemandStar E-bidding upload. Responses received after the due date and time will not be considered. Responses received after the due date and time will not be considered.

1.4 RESPONSE REQUIREMENTS – MINIMUM REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Respondents shall submit a Response that includes all of the following information/documentation, appropriately tabbed, in this exact order (“Response”). Failure to do so may render a Response as non-responsive.

Tab A. Cover Page: A cover page with Contractor’s business name, address, and telephone number; name and all contact information for individual that will serve as “Principal In Charge,” a primary liaison between the Contractor and the Village; date; and subject “Response for RFQ No. 2025-006 Construction of Village Hall/Public Safety Complex and Miami-Dade County Fire Station No. 27.”

Tab B. Table of Contents. A Table of Contents that outlines in sequential order the major areas of the Response, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFQ.

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Contractor, the Contractor’s commitment to the Village, an understanding of the work to be performed and the aspects of the response. The Letter of Intent shall not exceed three (3) pages in single-space, 12 point regular typeface font (e.g. Arial, Times New Roman, Calibri).

Tab D. Project Approach. The Respondent shall provide a narrative describing projects that its principals have completed that are similar in overall project approach, scope, scale, or purpose to the Work for the Village Hall Complex. The Respondent may also provide additional narrative detailing the Respondent’s understanding of local conditions and the Village’s needs, objectives, and goals, including an intended implementation schedule. For clarity, the Respondent is not expected or required to provide visual plans in its response. The Letter of Intent shall not exceed five (5) pages in single-space, 12 point regular typeface font (e.g. Arial, Times New Roman, Calibri).

Tab E. Firm’s Qualifications: Contractors interested in performing the Work for the Village Hall Complex must have been in continuous operation under the same entity name for at least three (3) years; display relevant experience with the type of work solicited; and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Contractor must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References. In addition to submission of Form 2 and 9, Bidders must provide the following information and documentation as part of this tab:

1. Contractor must include any relevant business licenses, including occupational licenses, business tax receipts, and Florida registration (entity certifications, not personal) and a copy of the entity’s State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Contractor is authorized to do business in this State.
2. Contractor must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.

3. Contractor shall provide a list of current and past clients, with emphasis on Florida municipalities.
4. Contractor must also provide the official complaint history within the last ten (10) years for its qualifying professional license.
5. Contractor shall identify the Principal in Charge's Experience. This individual must have a minimum of ten (10) years' experience in providing similar services. This individual must be capable of speaking and making decisions on behalf of the Contractor. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

Tab F. Project Team/Personnel Qualifications: The Proposer must complete and submit Form 8, Key Staff and Proposed Subcontractors, and provide include the following information as part of this tab:

1. The Key Staff, including any key subcontractors, (the "Project Team") working on the Project and/or providing the Work must have prior experience within the past ten (10) years of providing similar services.
2. Provide an organizational chart showing reporting structure for the Project Team.
3. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
4. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Contractor and each key subconsultant on the project in total.

Tab G. Financial Statements. The Respondent shall submit an Audited Financial Statement that demonstrates a formal record of financial activities and position of business, person, or entity.

The Audit Financial Statement must be prepared in accordance with generally accepted accounting principles and auditing standards by a certified public accountant licensed in this state or another state. The audited, certified financial statements must be for the applying contractor and must have been prepared within the immediately preceding 36 months. The department may not consider any financial information of the parent entity of the applying contractor, if any. The Village may not certify as qualified any applying contractor who fails to submit the audited, certified financial statements required by this subsection.

If a Vendor has been in business for less than 36 months, then the Vendor must disclose all years that the Vendor has been in business, including any partial year-to-date financial statements.

The Financial Statements must include an Opinion Letter, a Balance Sheet, an Income Statement and a Statement of Changes in Cash Flow. Financial Statements must be prepared in accordance with US Generally Accepted Accounting Principles (USGAAP) or International Financial Reporting Standards (IFRS). The Statements must be audited by an independent party qualified to render audit opinions. However, if the most current financial statement has not been audited, a current balance sheet must accompany the most recent audited financial statement.

Any claim of confidentiality on financial statements should be asserted at the time of submittal. Although the review of a Vendor's financial information is an issue of responsibility, the failure to either provide the financial documentation or correctly assert a confidentiality claim pursuant the Florida Public Records Law may result in a recommendation of non-responsiveness by the Village.

Tab H. Special Consideration: Describe any special resources that Respondent or Respondent's personnel assigned to the project may bring to the project or in-house expertise in technical areas, which will specifically benefit the project. Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.

Tab I. Insurance: Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications set forth in this RFQ or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Village. The Successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the Village as an additional insured and meeting the insurance coverage requirements set forth in this RFQ.

The Village may require higher limits of insurance or additional coverage if deemed necessary.

Tab J. Bid Bond/Bid Security. Each Response must be accompanied by a bid bond or bid security in the form of a certified or cashier's check, in an amount of \$5,000, in the form provided in Form 10. Bid security shall be made by certified or cashier's check or by a bid bond made payable to the Village and provided by a surety company authorized to do business as a surety in the state. All bid bonds/bid securities shall be valid for a period of at least 365 days from the response submission date. The bid bonds/bid securities for all unsuccessful Responses shall be returned after the 365-day period. The purpose of the bid bond/bid security is to ensure that responses are honored and that they remain valid for the required period. Accordingly, bid bonds/bid securities are subject to forfeiture any time proposers refuse to honor their responses for at least 365 days after response opening. The bid bond/bid security of the Successful Respondents will be retained until the Successful Respondent that is selected to perform the Work for the Village Hall Complex has executed a contract and furnished any payment and performance bonds, along with all insurance policies, licenses, or other documentation that may be required by the Village. If the Successful Respondent fails to furnish the required payment and performance bonds, fails to execute and deliver the contract, or fails to deliver the required insurance policies, licenses, or other documentation to the office of the purchasing agent within the time specified in the instructions to Respondents, the Village may annul the notice of award and the entire sum of the bid bond/bid security shall be forfeited to the Village. If the Village Manager has waived the requirement for bid bond/bid security, the Village shall select this box: ☐.

Tab K. Forms: Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

Tab L. References: Three (3) letters of references shall be submitted as part of the Response, which shall each include the following information from the referencing individual: Name; Position; Entity; Address; Telephone Number; E-Mail Address; Contract Date and Value; Description of Project/Work; and Total cost of the project/work/studies, estimated and actual.

1.5 EVALUATION CRITERIA

Award shall be made to the responsible and responsive Contractor whose Response is determined to be the most qualified and advantageous to the Village. Responses will be evaluated by the Village's Evaluation Committee (the "Committee") according to the following criteria and their respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Respondent Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements.	20
2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for the Services	20
3	Previous Projects & Client References To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	20
4	Financial Stability and Financing Ability Information that demonstrates that the Respondent possesses the financial resources and experience to perform the Work for the Village Hall Complex.	10
5	Project Approach Respondent's understanding of the Village's needs, local conditions, goals, and objectives.	30
	Total:	100 Points

1.6 SELECTION PROCESS

The Village Commission anticipates qualifying at least three Responsive, Responsible Respondents whose qualifications indicate that award of a contract to perform the Work for the Village Hall Complex will be in the best interest of the Village and whose Response complies with the requirements of this RFQ (the "Successful Respondent"). **The Successful Respondents will be provided with an Invitation to Bid or Request for Proposals to participate in the second phase of the competitive solicitation process.**

The Responsive Respondent is a person that has submitted a Response which conforms in all material respects to the RFQ, including, but not limited to compliance with any requirements contained within the solicitation ("Responsive Respondent"). The Responsible Respondent shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of good faith performance, and a person who has submitted a Response which conforms in all material respects to the RFQ (the "Responsible Respondent"). In evaluating each Respondent, the Village shall follow the evaluation procedures outlined below.

1.6.1 Staff Level Review for Compliance with Minimum Requirements of Section 1.4

Procurement Department / Purchasing Agent shall review and evaluate all Responses submitted to ensure compliance with the minimum requirements outlined in the Request for Qualifications

(RFQ), including, without limitation, as required for Response submissions under Tab E and Tab F under Section 1.4. Responses failing to meet the minimum requirements may be rejected at the discretion of the Procurement Department / Purchasing Agent.

1.6.2 Evaluation Committee Review.

The Village Manager will appoint an Evaluation Committee (“Committee”) to review and evaluate the responsive RFQ submissions during a public meeting (the Village will provide instructions on how to participate and access the meeting). The Committee shall select in order of preference and rank the firm(s) it deems to be qualified to perform the required services using the evaluation criteria set forth above.

The Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a response. The Committee reserves the right to conduct additional interviews or require presentations prior to finally ranking the Respondents.

1.6.3 Oral Presentations (if Required by Committee).

The Committee may call Respondents for oral presentations before the Committee regarding their Response, approach to the Services, and ability to furnish the required Services. Respondents, including subcontractors, called for oral presentations shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Respondents are encouraged to be represented only by the Project Lead and the key staff identified in the Response. Additional details on the oral presentations may be provided to the Short-Listed Respondents.

If oral presentations are requested by the Committee, the oral presentation will be worth a maximum of 25 additional points and shall be added to the Evaluation Committees Final Scoring for each Respondent. The Village will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in-person. The Committee shall rank the Respondents and provide its written recommendations to the Village Manager.

Should the Committee’s evaluation process result in a tie in the rankings, the tie may choose to resolve a tie using the criteria below or require additional materials or interviews as the Committee so determines. In the event of any tie (in the ranking criteria) the following may take effect:

- a. The first tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the most qualified (“Firm 1”) by individual Evaluation committee members.
- b. The second tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the second most qualified (“Firm 2”) by individual evaluation committee members.
- c. The third tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the third most qualified (“Firm 3”) by individual Evaluation committee members.

- d. The fourth tie-breaker shall be a coin flip, to be called in the air, by the tied Firm that held its discussions with Evaluation committee first.

1.6.4 Short-Listing of Top-Ranked Respondents.

The Village Manager shall present a recommendation to the Village Commission, together with the Committee's rankings, identifying which Responsible and Responsive Respondents should be Short-Listed for participation in the second phase of the competitive solicitation process. The Village Commission may select and Short-List the Responsible and Responsive Respondents, if any, that it determines are the most qualified, taking into consideration the Village Manager's recommendation, the Committee's rankings, and all aspects of each Respondent's Response.

1.6.5 Issuance of Competitive Solicitation to Short-Listed Respondents.

Following short-listing of Respondents, the Village shall provide the Short-Listed Respondents with an RFP to evaluate each Short-Listed Respondent's proposal or bid to perform the Work for the Village Hall Complex.

The RFP will provide detailed instructions and requirements for each Respondent on how submissions will be evaluated. The Village may, at its sole discretion, request additional, less, or different information than is generally outlined herein once the RFP is finalized and provided to the Short-Listed Respondents.

If, prior to the issuance of any RFP, any Short-Listed Respondent to whom the RFP is to be provided forfeits their right to participate during the second phase of the competitive solicitation process, the Village may, at the Village's sole option, permit the next highest-ranked Short-Listed Respondent to participate in the second phase of the competitive solicitation process, reject all responses, or re-advertise the competitive solicitation.

1.6.6 Village Commission Selection, Award and Approval of Agreement with Respondent.

The ITBs will be ranked based on pricing by the Purchasing Agent and the Village Manager will make a written recommendation to the Village Commission. The Village Commission shall, in its sole discretion, evaluate the Village Manager's recommendation, all aspects of the Respondents' submission, select and approve the final Successful Respondent, and authorize the award of a contract to the final Successful Respondent to perform the Work for the Village Hall Complex.

The Village Manager shall negotiate a contract for the performance of the Work for the Village Hall Complex with the final Successful Respondent, and, if necessary, bring back such contract to the Village Commission for final approval. If the Village Manager, in his or her sole discretion, is unable to negotiate a satisfactory contract with the final Successful Respondent, the Village Manager shall return to the Village Commission, who may, at its sole discretion, authorize award and negotiation with the next highest-ranked Respondent. The Village Commission and the Village

Manager may proceed in the same manner with additional Respondents if an agreement with the next highest-ranked Respondent cannot be reached, until such time as a satisfactory contract has been reached and approved by the Village Commission. Notwithstanding anything to the contrary, the Village Commission shall have the final authority to select the final Successful Respondent and award any contract for the performance of the Work for the Village Hall Complex. Any award shall be subject to negotiation and execution of a contract for the performance of the Work for the Village Hall Complex.

In no case will final selection of Short-Listed Respondents be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Respondent and the Village Manager is satisfied that the Respondent is qualified and has the necessary organization, capital and equipment to carry out the required to perform the Work for the Village Hall Complex within the specified timeframes set forth in this RFQ and/or the eventual RFP to be issued for the second phase of the competitive solicitation process. Award of any response, proposal, or bid is conditional upon the Village having funding to implement the contract. The Village reserves the right to reject any or all bids, responses, or proposals which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into contracts with more than one Contractor.

END OF SECTION 1

SECTION 2.

SERVICES NEEDED BY THE VILLAGE

2.1. SCOPE OF WORK/SERVICES

The Contractor shall provide all necessary labor, materials, equipment, reports and expertise required to provide the following services, including but not limited to the tasks identified herein, which shall collectively be referred to as the Work:

Construction of a multiuse municipal building on a 0.756-acre property located at 1335 79th Street Causeway (the “Village Hall Complex”), for the Village’s administrative offices, commission chambers, and police station, and a Miami-Dade County operated fire-rescue station and adjacent parking area.

The Work shall be performed in accordance with the technical specifications and plans attached hereto as Exhibits X and Y, respectively.

All proposed improvements shall be completed in accordance with the project bid documents, design plans, details, technical specifications / scope of work and all applicable Federal, State, County, and Village codes/regulations, including but not limited to, Eighth Edition (2023) Florida Building Code, Eighth Edition (2023) Florida Building Code Accessibility, Americans with Disabilities Act (ADA), National Fire Protection Association (NFPA), North Bay Village Code of Ordinances, North Bay Village Standard Engineer Details and industry standards if greater than code requirements. If a conflict between any Codes, Regulations, Standards and Criteria is detected, the most stringent shall apply.

2.2. ART IN PUBLIC PLACES.

The Miami-Dade Art in Public Places Ordinance (Section 2-11.15 of the Miami-Dade County Code) provides that the County and each municipality shall provide for the acquisition of works of art equivalent in value to not less than 1.5% of the construction cost of new governmental buildings.

As part of Miami-Dade County’s **Art in Public Places (APP) program**, the selected contractor shall coordinate with the **Miami-Dade County Department of Cultural Affairs** to ensure compliance with **Administrative Order 3-11** and **Procedure 358** regarding the integration of public art into the project.

Scope of Work

1. **Coordination with APP Staff:** The contractor shall engage with APP representatives to facilitate the selection, placement, and installation of artwork within the project site.
2. **Site Preparation & Installation:** The contractor shall provide necessary infrastructure, including mounting surfaces, electrical connections, and structural support, to accommodate the approved artwork.
3. **Schedule Integration:** The contractor shall incorporate APP milestones into the overall project timeline to ensure timely completion of the public art component.
4. **Budget & Reporting:** The contractor shall submit documentation verifying compliance with APP funding requirements and provide periodic updates on the integration process.

Deliverables

- **APP Coordination Plan** outlining engagement with APP representatives.
- **Site Preparation Report** detailing accommodations for artwork installation.
- **Final Compliance Certification** confirming adherence to APP requirements.

2.3. GRANT/OUTSIDE FUNDING.

Contractors acknowledge that the Work may be fully or partially funded utilizing funds from the grants listed below (the "Grant"). In addition, the Work is partially funded a pursuant to a Development Agreement between the Village and Miami-Dade County, a political subdivision of the State of Florida, which is attached hereto as Exhibit [redacted] and incorporated as if set forth herein (the "Development Agreement"). Accordingly, by submitting a response to this competitive solicitation, the Respondent warrants and represents that it has reviewed the terms and conditions for each Grant and the Development Agreement and will perform the Work in accordance with the terms and conditions of the Grant(s) and Development Agreement.

Grant Title

Grant Agreement Exhibit No.

If the Work will be funded utilizing Grant funds, the Village shall select this box: ☐.

SECTION 3
GENERAL INFORMATION

3.1 GENERAL INFORMATION.

The provisions provided in this Section 3 shall govern this RFQ and shall be incorporated into the Agreement (if applicable), except as may be specifically modified in the contract awarded pursuant to this RFQ.

3.2 CONE OF SILENCE

Pursuant to Section 38.18 of the Village Code of Ordinances, a Cone of Silence is hereby imposed, prohibiting any communications between potential vendor, service providers, bidders, lobbyists, consultants, and Village staff and elected officials regarding this RFQ. A Cone of Silence is established for all competitive selection processes for goods and services, protecting the procurement process from undue influences until a contract award recommendation is made.

This Cone of Silence is effective after the advertisement of competitive procurements is published on the Village's website or in a general circulation newspaper. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission. However, if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation

Specifically, the Cone of Silence prohibits:

- A. Any communication regarding a particular ITB, RFQ, or RFP between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- B. Any communication regarding a particular ITB, RFQ, or RFP between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;
- C. Any communication regarding a particular ITB, RFQ, or RFP between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Evaluation Committee therefor;
- D. Any communication regarding a particular ITB, RFQ, or RFP between the Mayor, Village Commissioners and any member of the Evaluation Committee;
- E. Any communication regarding a particular ITB, RFQ, or RFP between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and
- F. Any communication regarding a particular ITB, RFQ, or RFP between any member of the Village's professional staff and any member of the Evaluation Committee. The Village Manager and the Chairperson of the Evaluation Committee may communicate about a particular Evaluation Committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

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

- A. Communications with the Village Attorney and his or her staff;

- B. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
- C. Any emergency procurement of goods or services;
- D. Communication regarding a particular ITB, RFQ, or RFP between any person and the contracting officer responsible for administering the procurement process for the ITB, RFQ, or RFP, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Furthermore, the provisions of the Cone of Silence do not apply to: oral communications at pre-bid conferences, oral presentations before Evaluation Committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications communication with the Village Clerk.

Written communications or inquiries for clarification of process or procedure are allowed if directed to Annabelle Rodriguez, Grants & Procurement Accountant at procurement@nbvillage.com. These must include the requester's contact information. Communications to other Village officials or employees are prohibited until the Cone of Silence is lifted.

Violations of the Cone of Silence are subject to the penalties provided under Section 38.18 of the Village Code and Section 2.11.1(t)(3) of the Miami-Dade County Code of Ordinances. Furthermore, violations of the Cone of Silence by Village employees may result in disciplinary actions, including dismissal. Those knowingly violating the policy are prohibited from serving on Village Evaluation Committees. Violations of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to the bidder or proposer voidable.

3.3 REQUESTS FOR INFORMATION/CLARIFICATION. The Village, independently or upon request, may furnish additional information related to this solicitation so as to clarify any provision contained herein and/or to facilitate responses. The Village has made efforts to provide accurate and complete information in this solicitation. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this solicitation must be made in writing via email to procurement@nbvillage.com.

3.4 ADDENDA. If the Village finds it necessary to add to, or amend this solicitation prior to the submittal deadline, the Village will issue written addenda/addendum. The Addenda/Addendum is the official answer to all Request for Information/Clarifications received. Any oral or written responses or clarifications do not bind the Village. Each Contractor must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its response.

3.5 CERTIFICATION. By submitting a Response to this RFQ, the signer of the Response declares that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response. By submitting a Response, the Contractor shall certify that it has fully read and understood this RFQ and the response method and has full knowledge of the scope, nature, and quality of work to be performed.

- 3.6 ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward concise description of the Respondent's ability to fulfill the requirements of the solicitation.
- 3.7 JOINT BIDS.** In the event multiple Respondents submit a joint response in response to this solicitation, a single Respondent shall be identified as the Prime Contractor. If offering a joint response, the Prime Contractor must include the name and address of all parties of the joint response. The Prime Contractor shall provide all bonding and insurance requirements, execute any Contract, complete the required forms contained herein, and have overall and complete accountability to resolve any dispute that may arise in connection with the response. Only a single contract with one Respondent shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Respondents participating or presenting at Village meetings, and overseeing preparation of reports and presentations. The Prime Contractor shall also prepare and present a consolidated invoice(s) for services performed if awarded a contract. The Village shall issue only one check for each consolidated invoice to the Prime Contractor for Services performed. The Prime Respondent shall remain responsible for performing Services associated with response to this response even if other participating Respondents fail to perform any obligations required herein.
- 3.8 SUBCONTRACTING.** If an awarded Respondent intends to subcontract any portion of the Services for any reason, the name and address of the subcontracting firm must be submitted along with the Respondent's submittal or for approval by the Village Manager or designee prior to use. No subcontracting shall take place prior to the solicitation awarded to Respondent furnishing this information and receiving written approval from the Village. The Village 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 Respondent is further notified that all subcontractors must be properly licensed and insured, , and shall be required to furnish the Village with a certificate of insurance that complies with the requirements of this RFQ.
- 3.9 INTERVIEWS.** The Village reserves the right to short list Contractors and conduct personal interviews or require presentations by any or all Contractors prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.
- 3.10 RESPONSES AND PRICES BINDING; RETENTION AND WITHDRAWAL OF RESPONSES.**
- 3.10.1 Responses Binding.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 3.10.2 Response Withdrawal.** Respondents may withdraw their responses from consideration by the Village pursuant to this solicitation by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their Responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity prior to withdrawing their responses from consideration by the Village pursuant to this solicitation.
- 3.10.3 Retention of Responses.** Responses, once opened, become the property of the Village. The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Contractor is selected.
- 3.11 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by

the Village in connection with Responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed Responses received by the Village pursuant to this RFQ are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of responses, whichever is earlier. Furthermore, if the Village rejects all responses submitted in response to this RFQ, such responses shall remain exempt if the Village provides notice of its intent to reissue this RFQ, provided that such responses shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all responses and reissue the RFQ. Furthermore, Respondents are required to *identify specifically* any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

- 3.12 IRREGULARITIES; RESERVATION OF RIGHTS.** Bids will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all bids, reject a bid which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Bids received after the deadline provided in this RFQ will not be considered. The Village reserves the right to accept or reject any or all Bids, based upon its deliberations and opinions. In making such determination, the Village reserves the right to conduct a background investigation, including a criminal record check of the Respondent's employees and subcontractors, to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Bid. Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.
- 3.13 LOBBYIST REGISTRATION.** Respondent must comply with the Village's lobbyist regulations, including, but not limited to, Section 38.17 of the Village Code of Ordinances. Please contact the Village Clerk at 305-756-7171 or villageclerk@nbvillage.com for additional information.
- 3.14 RESPONSE/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.
- 3.15 LATE SUBMISSIONS.** Responses received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Responses shall be decided in the favor of the Village. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Responses. The Village shall not be responsible for Responses received after the submittal deadline and encourages early submittal.
- 3.16 COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete response.
- 3.17 PERMITS, TAXES, LICENSES.** The Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 3.18 LAWS, ORDINANCES.** The Contractor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 3.19 [INTENTIONALLY OMITTED]**
- 3.20 COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Respondent will be required to produce all work product using the latest version of AutoCAD; prior to and during construction,

CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.

- 3.21 INSURANCE.** Prior to the Commencement of the Work, the Contractor shall secure and thereafter maintain throughout the duration of this Contract insurance of such types and in such amounts not less than those specified below as satisfactory to the Village, naming the Village and Miami-Dade County as an Additional Insured, underwritten by a firm rated no less than "A-" as to management, an no less than "Class VII" as to financial strength, by Bests Rating Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, or company must hold a valid Florida Certificate of Authority as shown in the latest List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State Department of Financial Services. Certificates of Insurance shall be provided to the Village, reflecting the Village and Miami-Dade County as an Additional Insured, (Miami-Dade County, 111 NW 1st Street, Suite 2340, Miami, FL 33128) no later than ten (10) days after award of a Contract and prior to the execution of a Contract by Village and prior to commencing any Work. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The insurance requirements may be satisfied through a combination of primary and excess insurance. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village and Miami-Dade County as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth herein.

3.21.1 Commercial General Liability coverage with limits of liability of not less than a \$10,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit, not to exclude Explosion Collapse and Underground Hazards and Products & Completed Operations shall be in the amount of \$10,000,000. The Village and Miami-Dade County must be shown as an additional insured with respect to this coverage.

3.21.2 Workers Compensation and Employer's Liability insurance, to apply for all employees of the Contractor for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance. In order for this requirement to be waived, Contractor must provide proof of exemption from such laws. Information regarding eligibility for an exemption from the State of Florida Workers' Compensation Law is available at:

<https://www.myfloridacfo.com/Division/wc/PublicationsFormsManualsReports/Brochures/Key-Coverage-and-Eligibility.pdf>.

Exemptions may be applied for online through the Florida Department of Financial Services, Division of Workers' Compensation at:

<https://www.myfloridacfo.com/Division/wc/Employer/Exemptions/default.htm>.

3.21.3 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability

Section 3. Proposal Submission Requirements and Evaluation

policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include Owned, Hired, and Non-Owned Vehicles.

- 3.21.4** Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements. Follow form basis is required if providing Excess Liability.
- 3.21.5** Professional Liability or Errors & Omissions insurance in the name of the licensed professional lead Contractor providing construction, supervision, administration, surveying, testing, engineering or any other related professional qualifications or functions required by the Project in an amount not less than \$2,000,000 per claim. For licensed professionals subcontracted by the lead Contractor, coverage shall be not less than \$1,000,000 per claim. If any required insurance purchased by the Contractor has been issued on a “claims made” basis, the purchaser of such claims made coverage must have an extended reporting or discovery “tail” period of not less than ten (10) years after the Project Completion Date and shall have a retroactive date to the date of the first design. A practice program that annually renews for ten years will meet this requirement.
- 3.21.6** Builder’s Risk property insurance on an “all risk” basis not to exclude Windstorm and Hail including named Storm and Flood in an amount not less than one hundred (100%) percent of the insurable value of the Village Hall Complex, and upon the entire Work to the full replacement cost value thereof. This insurance shall include the interest of Village and Contractor and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief. The policy shall be in the name of the Village, Miami-Dade County, and the Contractor. The Insurance is to be maintained until final completion of the Project (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami-Dade County and the Village.
- 3.21.7** Pollution Liability insurance in an amount not less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate covering third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

3.22 Indemnification.

- 3.22.1** Respondent shall indemnify and hold harmless the Village, Miami-Dade County, its officers, agents, employees, and instrumentalities from and against any and all demands, claims, losses, suits, liabilities, causes of action, proceedings of any kind, judgment or damages, including attorney’s fees and costs of defense, arising from, relating to, or resulting from the performance or non-performance of any provision of this RFQ by Respondent or its employees, agents, servants, partners, principals or subcontractors, including, but not limited to, liabilities arising from their negligence, gross negligence, willful misconduct or illegal misconduct, and contracts between the Respondent and its employees, agents, servants, partners, principals or subcontractors, and third parties made in connection with this RFQ. Respondent shall pay all claims, suits, or actions of any kind or nature in the name of the Village and of Miami-Dade County where applicable, including appellate proceedings and shall pay all costs, judgments and attorneys’ fees which may issue thereon. Respondent shall further reimburse the Village and Miami-Dade County for all their expenses including reasonable attorneys’ fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Respondent’s performance or non-performance of any provisions in this RFQ.

Section 3. Proposal Submission Requirements and Evaluation

- 3.22.2** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this RFQ or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 3.22.3** It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes. It is further the specific intent and agreement of the parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.
- 3.22.4** The provisions of this section shall survive termination of this solicitation.
- 3.23 BACKGROUND SCREENING REQUIREMENTS AND JESSICA LUNSFORD ACT.** In accordance with the requirements of Sections 1012.465, 1012.32, and 1012.467, Florida Statutes, Miami-Dade County School Board Policies 6320 and 8475, as amended from time to time, all of the Village's contractors and subcontractors that provide or may provide Work for the Village must complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board Policies prior to entering or providing services on behalf of the Village. Pursuant to the 2007 amendments to the Jessica Lunsford Act enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla. Stat. (2007). A non-instructional contractor who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice.

END OF SECTION 3

SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Response:

FORMS

Form 1: Response Checklist

Form 2: Company Qualifications Questionnaire

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- Americans with Disabilities Act Compliance
- Public Entity Crimes Act
- No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
- Business Entity
- Non-Collusion/Anti-Collusion
- Scrutinized Companies
- Acknowledgment, Warranty, and Acceptance
- Ownership Disclosure
- Truth in Negotiation Certificate
- Prohibition on Contingent Fees

Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))

Form 7: Dispute Disclosure

Form 8: Key Staff and Proposed Subcontractors

Form 9: Reference Letters

Form 10: Bid Security/Bid Bond (unless waived by the Village)

Form 11: IRS Form W-9

Form 12: E-Verify Affidavit

Form 13 Affidavit Attesting to Noncoercive Conduct for Labor or Services

Form 14: Affidavit Re: Prohibition on Contracting with Entities of Foreign Countries of Concern

Form 15: Statement of No Response (if applicable)

EXHIBITS

Exhibit A: Development Agreement between Miami-Dade County and North Bay Village

Exhibit B: Village: Please add any plans and specifications that are part of the RFQ as Exhibit C, D, E, F, Etc.

FORM 1
RESPONSE CHECKLIST

- _____ Form 1: Response Checklist
- _____ Form 2: Company Qualifications Questionnaire
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)
- _____ Form 4: Acknowledgment of Addenda
- _____ Form 5: Single Execution Affidavit
- _____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- _____ Form 7: Dispute Disclosure
- _____ Form 8: Key Staff and Proposed Subcontractors
- _____ Form 9: Reference Letters
- N/A _____ Form 10: Bid Security/Bid Bond (unless waived)
- _____ Form 11: IRS Form W-9
- _____ Form 12: E-Verify Affidavit
- _____ Form 13: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 14: Affidavit Regarding Prohibition on Contracting with Entities of Foreign
Countries of Concern
- _____ Form 15: Statement of No Response (if applicable)

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2

COMPANY QUALIFICATIONS QUESTIONNAIRE

Please complete this Company Qualifications Questionnaire. By completing this form and submitting a response to the solicitation, you certify that any and all information contained in the Response is true, that your response to the RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFQ for the same materials, supplies, equipment, or services, is in all respects fair and without collusion or fraud, that you agree to abide by all terms and conditions of the solicitation, and certify that you are authorized to sign for the Respondent's firm.

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some information may not be applicable; in such instances, please insert "N/A".

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

How many years has the firm has been in business under its current name and ownership? _____

Please identify the Firm's document number with the Florida Division of Corporations and date the Firm registered/filed to conduct business in the State of Florida:

Document Number

Date Filed

Please identify the Firm's category with the Florida Department of Business Professional Regulation (DBPR), DBPR license number, and date licensed by DBPR:

Category

License No.

Date Licensed

Please indicate the type of entity form of the Firm (if other, please describe):

☐ Individual ☐ Partnership ☐ Corporation ☐ LLC ☐ LLP ☐ Other _____

Please identify the Firm's primary business: _____

Please identify the number of continuous years your Firm has performed its primary business: _____

Please list all professional licenses and certifications held by the Firm, its Qualifier/Principal, and any Key Staff, including any active certifications of small, minority, or disadvantaged business enterprise, and the name of the entity that issued the license or certification:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify the name, license number, and issuance date of any prior companies that pertain to your Firm:

License/Certification Type	Name of Entity Issuing License or Certification	License No.	License Issuance Date

Please identify all individuals authorized to sign for the entity, their title, and the threshold/level of their signing authority:

Authorized Signor's Name	Title	Signing Authority Threshold (All, Cost up to \$X-Amount, No Cost, Other)

Please identify the total number of Firm employees, managerial/administrative employees, and identify the total number of trades employees by trade (e.g., 20 electricians, 5 laborers, 2 mechanics, etc.):

Total No. of Employees	
Total No. of Managerial/Administrative Employees	
Total No. of Trades Employees by Trade	

INSURANCE INFORMATION

Please provide the following information about the Firm's insurance company:

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

Has the Firm filed any insurance claims in the last five (5) years? ☐ No ☐ Yes If yes, please identify the type of claim and the amount paid out under the claim: _____

FIRM OWNERSHIP

Please identify all Firm owners or partners, their title, and percent of ownership:

Owner/Partner Name	Title	Ownership (%)

Please identify whether any of the owners/partners identified above are owners/partners in another entity:

☐ No ☐ Yes If yes, please identify the name of the owner/partner, the other entity's name, and percent of ownership held by the stated owner/partner:

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

Please identify a list of current and past clients, with an emphasis on clients that are Florida municipalities and/or local governments:

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

Additional current and past clients may be attached to this form on a separate sheet.

RECENT CONTRACTS

Please identify the five (5) most recent contracts in which your Firm has provided services to other public entities:

Public Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

By signing below, Respondent certifies that the information contained herein is complete and accurate to the best of Respondent's knowledge.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners 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 Response dated _____, 20____, on
behalf of the Entity and submit this Response 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 3B
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
Respondent that has submitted the attached Response.
2. I am fully informed respecting the preparation and contents of the attached Response and all of
the pertinent circumstances respecting such Response.
3. I am authorized to execute the Response dated _____, and submit
this Response 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: _____

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 4
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)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR PROPOSER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR PROPOSER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR PROPOSER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A RESPONSE/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 12101-12213 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, 29 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 Contractor 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.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board 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 board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Respondent or Contractor, 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 Contractor 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, response, or proposal is submitted and may be further disqualified from submitting any future bid, response, or proposal for goods or services to Village.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Respondent has personal knowledge of the matters set forth in its Proposal/Response/Bid and is fully informed respecting the preparation and contents of the attached

Proposal/Response/Bid and all pertinent circumstances respecting the Proposal/Response/Bid;

2. The Proposal/Response/Bid is genuine and is not a collusive or sham Proposal/Response/Bid; and
3. Neither the Respondent/Respondent 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/Respondent, firm, or person to submit a collusive or sham Proposal/Response/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Respondent, firm, or person to fix the price or prices in the attached Proposal/Response/Bid or of any other Respondent/Respondent, or to fix any overhead, profit, or cost element of the Proposal/Response/Bid price or the Proposal/Response/Bid price of any other Respondent/Respondent, 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 and are not engaged in a boycott of Israel as defined in Section 215.4725, 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 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 engage in a boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFQ is for one million dollars or more, 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, and are not engaged in 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; are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engage in 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

Acknowledgment, Warranty, and Acceptance

1. Contractor warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.

2. Contractor 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. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Contractor warrants that all information provided by it in connection with this Response is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Response will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Responses.
6. I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification 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. I understand that a person or affiliate who has been placed on the convicted Contractor 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 Contractor list.

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

The Contractor 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 Qualifications and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Contractor 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 Contractor warrants that he or she 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 Request for Qualifications 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 Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Contractor 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. Contractor 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

Prohibition Against Consideration of Social, Political, or Ideological Interests

Pursuant to Section 287.05701(2), Florida Statutes, the Contractor acknowledges that the Village has not requested documentation of or considered the Contractor's social, political, or ideological interests to determine if the Contractor is a responsible proposer. In addition, the Contractor acknowledges that the Village has not and will not given preference to any proposer based on their social, political, or ideological interests.

Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Contractor warrants and attests under penalty of perjury that he or she does not and will not use coercion for labor or services in accordance with Section 787.06, Florida Statutes. As defined under Section 787.06(2)(a), Florida Statutes, the term "coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

The undersigned Contractor is furnishing this statement pursuant to Section 787.06(13), Florida Statutes, for the undersigned firm to be considered for award of an agreement by North Bay Village, Florida. Contractor understands that for the breach or violation of this provision, the Village shall have the right to terminate the resulting agreement without liability. The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein, and shall remain in effect during the term of the resulting agreement and any subsequent contract renewal or extension.

Respondent Initials

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 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 7
DISPUTE DISCLOSURE

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Contractor or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Response for North Bay Village.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

Please complete the following chart with the Firm's proposed Key Staff. If additional space is required, please copy/duplicate this page and attach to this Form. Additional space: ☐ No ☐ Yes

Name	Title	Years of Experience	Years with Firm	Licenses/Certifications (Attach Copies)

Please explain the Firm's ability and resources to substitute personnel with equal or higher qualifications than the Key Staff they will substitute for where substitute is required due to attrition, turnover, or a specific request by the Village:

Please identify each Key Staff member's engagement commitments that will exist concurrently with the Village's Services:

Key Staff Name	Area of Responsibility	Client	Commitment (Hours/week)	Period of Engagement

PROPOSED SUBCONTRACTORS

The undersigned Respondent hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the services. The Respondent is further notified that all subcontractors shall be properly licensed, bondable, and shall be required to furnish the Village with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the Respondent's Response. (If no subcontractors are proposed, state "None" on first line below.)

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 9
REFERENCES

IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM, PLEASE PROVIDE A MINIMUM OF THREE REFERENCE LETTERS, ONE OF WHICH SHOULD BE MUNICIPAL OR GOVERNMENT REFERENCES.

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on Size/Scope of Work/Complexity) _____

Is the Contract still Active? Yes _____ No _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

**Event(s) Completed (include Name of Project/Event, Date of Event Start/Completion, Details on
Size/Scope of Work/Complexity)** _____

Is the Contract still Active? Yes _____ **No** _____

FORM 10
BID SECURITY/BID BOND

**[IF BID SECURITY/BID BOND REQUIREMENT IS WAIVED BY VILLAGE MANAGER,
DELETE THE TEXT BELOW AND REPLACE WITH "INTENTIONALLY OMITTED. BID SECURITY/BID BOND
WAIVED BY VILLAGE MANAGER."]**

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Respondent, and _____

Hereinafter called Surety, are held and firmly bound unto the North Bay Village, a municipality within the State of Florida, and represented by its Village Manager, in the sum of five percent of the proposed annual base bid amount of: \$ _____ (Written Dollar Amount) dollars (\$ _____) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal contemplates submitting or has submitted, a bid to the North Bay Village for the furnishing of all labor, materials (except those to be specifically furnished by the Village), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the bid and solicitation, entitled:

**[INSERT NAME OF RFQ]
[INSERT RFQ NO.]**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5% of the bid amount be submitted with said bid as a guarantee that the Respondent would, if awarded the Contract, enter into a written Contract with the Village for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the North Bay Village and furnishes the Performance Bond, in an amount equal to one hundred percent of the **annual** base bid amount, satisfactory to the Village, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the North Bay Village and the Surety herein agrees to pay said sum immediately upon demand of the Village in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____ as Principal herein, has caused these presents to be signed in its name by its _____
_____ and attested by its _____

_____ under its corporate seal, and the said _____
_____ as Surety herein, has caused these presents to be signed in its name by
its _____
and attested in its name by its _____
under its corporate seal, this _____ day of _____, 20__.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Principal/Firm: _____

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Attorney-In-Fact: _____

(Power of Attorney to be attached)

Witness #2 Print Name: _____

Resident Agent

FORM 11
IRS FORM W-9

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the Response an IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 12
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.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

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 13
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of _____, a nongovernmental entity.
3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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 14
AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH
ENTITIES OF FOREIGN COUNTRIES OF CONCERN

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, bid, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

_____ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed 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 15
STATEMENT OF NO RESPONSE

Please complete and return this form prior to RFQ opening date.

RFQ NAME: _____

RFQ NO: _____

COMPANY NAME: _____

PHONE NO: _____

We have declined to submit on this solicitation for the following reasons:

- ☐ Specifications too "restrictive", i.e., geared toward one brand or manufacturer (Please explain below)
- ☐ Insufficient time to respond to solicitation.
- ☐ We do not offer this product/service or equivalent.
- ☐ Our project schedule would not permit us to perform.
- ☐ Unable to meet specifications, please explain _____
- ☐ Unable to meet requirements, please explain _____
- ☐ Specifications unclear, please explain _____
- ☐ Other, please specify _____

REMARKS:

WE UNDERSTAND THAT IF THE "NO RESPONSE" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED RESPONDENTS FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date