



## **NORTH BAY VILLAGE**

### **REQUEST FOR PROPOSALS**

**No. 2026-001**

### **PURCHASE AND SALE OF TRANSFERABLE DENSITY RIGHTS (TDRS)**

#### **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:                            | <b>RFP #2026-001</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Solicitation Name:                              | <b>Purchase and Sale of Transferable Density Rights (TDRs)</b><br>Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "RFP") at <a href="https://northbayvillage-fl.gov/bids-rfps/">https://northbayvillage-fl.gov/bids-rfps/</a> or through the Onvia DemandStar portal ( <a href="http://www.demandstar.com">www.demandstar.com</a> ). The RFP contains detailed information about the scope, submission requirements, and selection procedures. |
| Solicitation Scope:                             | The Village is soliciting proposals from owners of real property within North Bay Village for the purchase of transfer of density rights (TDRs)                                                                                                                                                                                                                                                                                                                                                        |
| Pre-Proposal Meeting (non-mandatory):           | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Written Questions Deadline:                     | <b>November 14, 2025 at 3:30 p.m.</b> is the deadline for any questions, requests for information, or clarification pertaining to this solicitation, which must be made in writing to: Village Clerk, Email: <a href="mailto:procurement@nbvillage.com">procurement@nbvillage.com</a> .                                                                                                                                                                                                                |
| Solicitation Closing:                           | <b>December 1, 2025 at 3:00 p.m.</b><br>Proposals must be submitted electronically at <a href="http://www.demandstar.com">www.demandstar.com</a> .<br>Proposals received after the deadline will be returned unopened. Respondents are responsible for ensuring that their proposal is received by the deadline.                                                                                                                                                                                       |
| Proposals Opening:                              | <b>December 1, 2025 at 3:00 p.m. via Zoom.</b><br>Zoom Meeting ID: 850 7991 7036<br>Zoom Password: 370341<br>Proposals will be opened publicly.                                                                                                                                                                                                                                                                                                                                                        |
| Anticipated Award Date                          | <b>December 16, 2025 at 6:00 p.m.</b> at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida and via Zoom. Meeting ID and password to be provided. The Village reserves the right to delay or modify any of the above-noted dates and will notify Respondents of changes.                                                                                                                                                                                   |
| 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 ITB's, RFQ's or Bids. 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:                            | 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141<br>Telephone: 305-756-7171 / Email: <a href="mailto:procurement@nbvillage.com">procurement@nbvillage.com</a>                                                                                                                                                                                                                                                                                                                             |
| Notice Issued By:                               | Alba L. Chang, CMC, Village Clerk                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## PUBLIC NOTICE OF SOLICITATION

## **TABLE OF CONTENTS**

| <b><u>Section</u></b>                                          | <b><u>Page</u></b> |
|----------------------------------------------------------------|--------------------|
| Section 1: Introduction, Proposal Requirements, and Evaluation | 4                  |
| Section 2: Proposals Requested                                 | 8                  |
| Section 3. General Information                                 | 12                 |
| Section 4: Forms & Exhibits                                    | 16                 |

**SECTION 1**  
**INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION**

**1.1 INTRODUCTION/GENERAL BACKGROUND**

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, is soliciting proposals from owners of property within the Village (“Respondents”) for the conveyance of transferred density rights (“TDRs”) that are owned by the Village, as further explained in Section 2 of this solicitation.

**1.2 SCHEDULE OF EVENTS**

The following schedule shall govern this RFP. 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 RFP (Cone of Silence Begins)                                         | 11/7/2025  | 2:00 p.m.  |
| 3   | Closing Date for Respondent Questions                                                               | 11/14/2025 | 3:30 p.m.  |
| 4   | Village’s Answers to Questions by Respondents                                                       | 11/19/2025 | 3:30 p.m.  |
| 5   | Proposals Due & Opened (via virtual meeting on Zoom – Village will provide instructions for access) | 12/1/2025  | 3:00 p.m.  |
| 6   | Village Manager Issues Recommendation to Commission                                                 | 12/16/2025 | n/a        |
| 7   | Commission Meeting to Award                                                                         | 12/16/2025 | 6:00 p.m.  |
| 8   | Negotiations (if needed)                                                                            | As-needed  | As-needed  |

**1.3 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE**

Proposals must be received by the date and time specified in the Schedule of Events set forth in Section 1.2, above via Demandstar e-bidding upload. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a meeting, on the date, place, and time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

**1.4 PROPOSAL REQUIREMENTS**

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

**Tab A. Cover Page:** A cover page with Respondent’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 Respondent and the Village; date; and subject “Proposal for RFP No. 2025-005 for Purchase and Sale of Transferable Development Rights (TDRs).”

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

**Tab C. Letter of Interest:** A Letter of Interest shall be provided that briefly introduces the Respondent and, in a brief and concise manner, the matters set forth in Section 2 of this RFP. An agent authorized to negotiate for the respondent must sign the letter of transmittal. This signature shall certify the veracity of the contents of the submittal and bind the firm to this response to this RFP. The transmittal letter shall not exceed two (2) pages in length.

**Tab D. Property Owner's Qualifications:** Owners of real property in the Village who are interested in purchasing TDRs must provide the following:

1. Respondents shall provide a brief profile of their company, which should include their entity name, history, corporate structure with organizational chart, number of licensed and certified professional staff, including onsite employees, and the length of company's existence.
2. Disclosure of entity's principals and/or beneficial owners
3. Biography, resume, curriculum vitae (CV), or other documents that describe your experience. For teams, include information for all team members.
4. Respondents must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

**Tab E. Financial Capacity:** The Respondent must provide evidence of financial capability of purchasing TDRs and constructing a project as follows:

1. The evidence of financial capability shall consist of one or more of the following:
  - i. Bank statements;
  - ii. Financial institution's certification of funds availability;
  - iii. Financial institution's certification of loan availability (lender commitment); and/or
  - iv. List of assets.
2. In addition to the evidence requested above, the Respondent shall provide any other relevant information that demonstrates the proposer's financial capability to complete the purchase of TDRs as proposed and to complete construction.

**Tab F. Property Information:** Respondents shall provide the following information about the property owned by the Respondent in the Village:

1. Folio number and address, if assigned, of property owned by the Respondent in the Village's RM-70 Zoning District.
2. Proof of Respondent's ownership of real property in the Village (e.g., deed)
3. Miami-Dade Property Appraiser Detailed Report information for the property owned by the Respondent in the Village.

**Tab G. Proposed Project and Timing of Project.** Respondents shall provide the following information about the project proposed within the Village:

1. A description of the project for which the TDRs are anticipated to be used, including location, number of units, estimate of floor area, parking, and other relevant information.

2. Anticipated timing for development, including pre-development entitlement phase, construction plans, construction permitting, and construction period.
3. Statement of benefit to the Village that is anticipated (*i.e.*, why is the proposed project good for the Village?).

**Tab H. Price Proposal:** Submit Form 12 to provide the signed, firm, fixed amount for the quantity of TDRs Respondent seeks to purchase and the timing of the payments for the purchase of the TDRs.

**Tab I. Representative Projects.** Proposer shall provide evidence of successful completion of similar development projects to the proposal, and include descriptions of the project, the timing of construction, and any other relevant information.

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

### 1.5 EVALUATION CRITERIA

Award shall be made to one or more owners of property in the Village's RM-70 Zoning District whose Proposal(s) for conveyance of TDRs is/are determined to provide the most value to the Village; who have prior experience in development and a successful track record; whose proposed project in the Village is consistent with the Village's land use and development plans; who have the financial capability of purchasing the TDRs and constructing and completing a project in the Village; and who are otherwise qualified and capable of development. These criteria shall be evaluated and awarded points in accordance with Table 1 below. The Respondents will be ranked in order of highest number of points to lowest and recommended for award based on such rankings.

| <b>TABLE 1: Criteria for Award</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                       |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Category</b>                    | <b>Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Maximum Points</b> |
| <b>1</b>                           | <b>Property Owner's Qualifications</b><br>Experience and background in development<br>To include years of development experience, ability, capacity and skill of firm(s).                                                                                                                                                                                                                                                                                                               | 20 Points             |
| <b>2</b>                           | <b>Financial Capacity</b><br>Financial capability of purchasing TDRs and constructing a project                                                                                                                                                                                                                                                                                                                                                                                         | 10 Points             |
| <b>3</b>                           | <b>Proposed Project</b><br>To include project approach, timeline for development, benefits to the Village                                                                                                                                                                                                                                                                                                                                                                               | 10 Points             |
| <b>4</b>                           | <b>Experience With Previous Projects</b><br>To include completion of and a positive track record with similar development projects                                                                                                                                                                                                                                                                                                                                                      | 10 Points             |
| <b>5</b>                           | <b>Price Proposal (Form 12)</b><br>The scoring of the Price Proposal will be based on the information contained in Form 12. The Proposal with the highest total purchase price will be awarded all 50 points. All other Proposals will be given points proportionally in relation to the highest total Price Proposal. Proposals shall primarily be evaluated based on a present value calculation as of the date of award, using the [BENCHMARK RATE] as the specified rate of return. | 50 Points             |
|                                    | <b>Total:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>100 Points</b>     |

## **1.6     SELECTION PROCESS**

- 1.6.1 Staff Level Review for Compliance with Minimum Requirements.** A member of Village Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The Village Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.
- 1.6.2 Review by Village Manager.** The Village Manager shall review and evaluate the Proposals. The Village Manager may appoint a committee to review the Proposals.
- 1.6.3 Recommendation to Village Commission.** The Village Manager will present a recommendation to the Village Commission with rankings and the Village Manager's recommendation for award or rejection of all proposals for approval at a Commission meeting. Prior to Commission consideration, the Manager may negotiate the terms of any conveyance with any proposer who has been recommended for award. The terms of such conveyance shall be presented to the Commission for consideration of award and approval of terms.
- 1.6.4 Village Commission Meeting to Approve Sale and Award Contract(s).** The Village Commission will select the Respondent(s) that are the highest-ranked qualified proposers and authorize the Village Manager to negotiate and execute an agreement in substantially the form attached hereto as Exhibit "A" with the selected Respondent(s). The Village Commission shall have the final authority to select the Respondent(s) and award any purchase and sale agreement. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. The Village Commission reserves the right to award the TDRs to one or more, or none, of the bidders, and apportion the TDRs as they see fit, based upon their determination of the best interests of the Village, its residents, and property owners.
- 1.6.5 Negotiations and Execution of Agreement.** After selection of the Respondent(s) by the Village Commission, the Village Manager or designee(s) shall execute an Agreement in substantially the form attached hereto as Exhibit "A" with the selected Respondent at the sales price utilized in the Respondent's Proposal and that the Village Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFP. Any award and execution of an agreement shall be subject to approval by the Village Attorney as to form, content, and legal sufficiency. Should the Village Manager be unable to negotiate a satisfactory contract with the selected Respondent upon terms and conditions that the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Respondent may be terminated. The Village Manager or designee(s) may then undertake negotiations with the next highest-ranked Respondent, and, if negotiations are terminated, may continue to each next highest-ranked Respondent until a satisfactory contract may be negotiated.
- 1.6.6** The Village reserves the right to reject any or all proposals which are in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Respondent.

**END OF SECTION 1**

**SECTION 2.**  
**PURCHASE AND SALE OF TRANSFERABLE DEVELOPMENT RIGHTS (TDRS)**

**2.1. BACKGROUND INFORMATION**

North Bay Village (the "Village") is a three-island community (interconnected by the Kennedy Causeway) in Biscayne Bay and situated in northeast Miami-Dade County, between the cities of Miami and Miami Beach. It is comprised of an area of approximately 1.5 square miles and the Village's estimated population is around 7,930. The Village's fiscal year begins October 1 and ends September 30th. The Village operates under a Manager-Commission form of municipal government.

The Village maintains a program (the "Program") for transfer of density rights ("TDRs") pursuant to Section 8.13 of the Village's Unified Land Development Code ("ULDC") and Policy 2.1.13 of the Village's Comprehensive Plan. The Program has awarded TDRs on a first-come, first-serve basis, as site plans for projects relying on TDRs are approved. The Program has provided that payment for TDRs awarded through the site plan process is made through a payment of 50% of the required Community Contribution Fee within 90 days of site plan approval, and the remaining 50% of the Community Contribution Fee on or before the time of building permit.

The length of time that site plans are valid prior to requiring that a building permit be obtained, both under the ULDC and as may be extended pursuant to state law, has resulted in the de facto banking of TDRs that have not been fully paid for. The Village has 24 TDRs that have not been committed to specific approved site plans under the Program. The Village's Comprehensive Plan does limit eligible receiving sites but does not differentiate between receiving sites based on where they are located. Treasure Island has 24 TDRs remaining. The Village's TDR Program permits Treasure Island TDRs to be utilized in Harbor Island.

On June 11, 2024, the Village Commission adopted [Ordinance No. 2024-006](#) amending Section 8.13 of the ULDC to implement additional procedures for award and transfer of density rights.

On March 18, 2025, the Village Commission directed that a solicitation be issued for sale of TDRs with a minimum sales price of \$150,000 and \$125,000 per TDR for waterfront and non-waterfront properties, respectively. The Village issued RFP 2025-005 in May 2025 and no proposals were received by the deadline.

On October 21, 2025, the Village Commission again directed that a solicitation be issued for sale of TDRs with a minimum sales price of \$150,000 and \$125,000 per TDR for waterfront and non-waterfront properties, respectively.

**2.2. SECTION 8.13 OF THE ULDC – TRANSFER OF DENSITY RIGHTS (TDR) PROGRAM**

Section 8.13 of the ULDC provides as follows:

*§ 8.13 – Transfer of Density Rights (TDR) Program.*

Properties in the RM-70 district may request to purchase additional Dwelling Units from North Bay Village, allowing for increased density and height, as follows:

*A. Sending Sites.*

The sending sites shall be land currently owned by the Village. Any and all Village-owned property

shall be considered as an eligible TDR sending or donor site. Total transferred density allocation within the Village shall not exceed the total developable potential of the sending sites. The *Planning and Zoning Official* shall track and keep an official tally of the development rights available for transfer, which shall be updated with each transaction. Except as set forth in subsection E, density rights transfer requests shall be addressed on a first-come, first-served basis. A copy of each update shall be filed by the Village Clerk. Upon issuance of a building permit for a project on an eligible receiving site that utilizes approved transferred units, the Village shall record a declaration of restriction on its property, recognizing the transfer of units and the remaining number of transferrable units on the sending site.

**B. *Receiving Sites.***

Density Rights from Harbor Island may be and are encouraged to be transferred to receiving sites outside of Harbor Island.

**C. *Approval of Transfer of Density Rights and Additional Building Height.***

Except as set forth in subsection E, requests for transfer of density rights shall be made concurrent with site plan review and shall be reviewed pursuant to the same criteria as site plans, provided in Section 5.8 of the ULDC. The resulting density shall not exceed the limitations set forth in the comprehensive plan and this code and building height following the use of transferred units shall not exceed thirty percent (30%) of the maximum building height (including all other available bonuses) of the receiving site. The Village Planning and Zoning Board shall review the request and provide a recommendation to the Village Commission. The Village Commission shall have the authority to approve or deny any additional density and related additional building height during site plan.

**D. *Fees.***

1. Except as set forth in subsection E, the applicant shall pay a Community Contribution Fees per transferred density right (equivalent to one Dwelling Unit) to North Bay Village within 90 days of site plan approval by the Village Commission in accordance with the Village's adopted Fee Schedule, as may be amended from time to time, as follows:
  - a. Fifty percent (50%) of the total assessed Community Contribution Fee shall be payable within ninety (90) days of Commission approval of site plan.
  - b. Fifty percent (50%) of the Community Contribution Fee shall be payable prior to or upon the issuance of a building permit.
2. Payments of Community Contribution Fees for transferred density rights shall be nonrefundable.
3. Should the Site Plan approval expire, the transferred density rights shall revert to North Bay Village, except as provided in subsection E below.
4. Community Contribution Fees collected according to the TDR program shall be utilized by the Village for the purchase of future Village parks, land for additional public Open Space, other public amenities, or infrastructure projects.
5. The number of Dwelling Units that the applicant must purchase to achieve the desired density shall be derived from the following calculation:  
*(number of dwelling units at total density including TDR allocation) minus*  
*(number of dwelling units allowed according to base density) equals*  
*(number of units that must be purchased)*

6. Community Contribution Fees shall be reviewed annually by the Village Commission on the recommendation of the Village Manager during the budget process.

E. *Window for Transfer of Uncommitted TDRs.*

1. *Competitive Process.* At any time and for any reason, the Village Commission may open a competitive process to accept proposals for conveyance of TDRs the Village owns that have not been approved for transfer in connection with an approved site plan. The competitive process shall be publicly noticed, and any Village property owner shall be entitled to submit a proposal. The process shall set forth the terms of evaluation of proposals, but in no event shall the cost component of proposals be accepted if they are for less than the then-applicable Community Contribution Fee. The Village may award some or all of its available TDRs to one or more proposers, or to one or more properties of any individual proposer, and may award more TDRs to a property than the maximum total density permitted in the comprehensive plan.
2. *Payment.* The process shall set forth a date upon which the cost of awarded TDRs shall be paid to the Village, which in no event shall be more than one-hundred-fifty (150) days from the date of award. Once payment of the full amount is made on or before the due date set forth in the competitive process documents, awarded TDRs shall be transferred to the property owned by the awarded proposer. If the awarded proposer does not make timely payment on or before the due date, the award shall be forfeit and the Village may terminate the competitive process or award such TDRs to the next highest ranked proposer.
3. *Records.* As a condition of transfer, the Village shall record a declaration of restriction on its property, recognizing the awarded TDRs and the remaining number of TDRs on the sending site, if any. The *Planning and Zoning Official* shall track and keep an official tally of the awarded TDRs to each property.
4. *Subsequent Conveyance of TDRs.* In consideration of the accelerated payment of costs for TDRs through any award under a competitive process, transferred TDRs may be conveyed to any eligible receiving site under this Section 8.13 for use in connection with development, subject to the limitations set forth in the comprehensive plan. As a condition of conveyance, any conveyor of TDRs shall (a) pay the Village \$2,500 per conveyed TDR as an administration fee; and (b) record a declaration of restriction on its property acceptable to the Village Attorney, recognizing the conveyed TDRs and the remaining number of TDRs on the conveying site, if any. The *Planning and Zoning Official* shall track and keep an official tally of TDRs, including the property they are conveyed from and the property they are conveyed to.
5. *Site Plan.* Irrespective of an award or purchase of TDRs under this subsection, any development in the Village shall be subject to site plan review and approval by the Village Commission, and any other necessary approvals as required by this ULDC, and no award or purchase of TDRs recognized in this subsection shall be construed as entitling an applicant to site plan approval for a specific number of units, height, or floor area. Owners of TDRs which acquire TDRs through this subsection shall be limited to the maximum density permitted under the comprehensive plan and this code for a given property at time of site plan approval irrespective of how many TDRs they may own or have assigned to the property in the record maintained by the *Planning and Zoning Official*.

## **2.3. ADDITIONAL INFORMATION**

Potential Respondents to this solicitation should be aware of the following:

- 2.3.1. Public Records.** Respondents should assume that responses to this solicitation are a public record unless an applicable exemption exists and which should be identified by the Respondent in its response.
- 2.3.2. Redaction.** Copies of joint venture agreements may be redacted to provide only relevant information for this solicitation (e.g., ownership percentages, principals, control/management structure).
- 2.3.3. Deposits.** Deposits shall be held with the Office of the Village Attorney, Weiss Serota Helfman Cole + Bierman, PL, pursuant to an Escrow Agreement in the form provided in the Exhibits attached hereto. Wire instructions will be provided to the awarded Respondent(s) to make the deposit within the time frame specified in this solicitation.

**END OF SECTION 2**

**SECTION 3**  
**GENERAL INFORMATION**

**3.1 GENERAL INFORMATION.**

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

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

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

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

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

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

Written communications or inquiries for clarification of process or procedure are allowed if directed to the [procurement@nbvillage.com](mailto: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 selection 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 RFP so as to clarify any provision contained herein and/or to facilitate proposals. The Village has made efforts to provide accurate and complete information in this RFP. 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 proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to [procurement@nbvillage.com](mailto:procurement@nbvillage.com).
- 3.4 ADDENDA.** If the Village finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the Village will issue written addenda/addendum. Each Respondent must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.
- 3.5 CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), firm(s) and parties identified in the Proposal are interested in and available for providing the Services; that the Proposal is made without collusion with any other person(s), firm(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full authority to bind the person(s), firm(s) and parties identified in the Proposal. By submitting a proposal, the Respondent shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward concise description of the Respondent's ability to fulfill the requirements of the RFP.

**3.7 INTERVIEWS.** The Village reserves the right to short list Respondents and conduct personal interviews or require presentations by any or all Respondents prior to ranking, or at any time during the evaluation process, or at the Commission Meeting where selection and award is made.

**3.8 PROPOSALS AND PRICES BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.**

**3.8.1 Proposals Binding.** All Proposals submitted shall be binding upon the Respondent for 180 calendar days following opening.

**3.8.2 Firm Pricing.** If the Respondent is awarded an Agreement pursuant to this RFP, the prices, rates, costs, fees, revenue sharing, or other monetary components of the Proposal submitted in response to this RFP shall remain fixed and firm during the competitive procurement process and the term of the Agreement.

**3.8.3 Proposal Withdrawal.** Respondents may withdraw their proposals from consideration by the Village pursuant to this RFP by notifying the Village Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity prior to withdrawing their proposals from consideration by the Village pursuant to this RFP.

**3.8.4 Retention of Proposals.** Proposals, once opened, become the property of the Village. The Village reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that Respondent is selected.

**3.9 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 proposals 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 proposals received by the Village pursuant to this RFP are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of proposals, whichever is earlier. Furthermore, if the Village rejects all proposals submitted in response to this RFP, such proposals shall remain exempt if the Village provides notice of its intent to reissue this RFP, provided that such proposals shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all proposals and reissue the RFP.

Furthermore, Respondents are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**3.10 IRREGULARITIES; RESERVATION OF RIGHTS.** Proposals 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 proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The Village reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the Village reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Respondent, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

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.

**Section 3. Proposal Submission Requirements and Evaluation**

- 3.11 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](mailto:villageclerk@nbvillage.com) for additional information.
- 3.12 PROPOSAL/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Respondent in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 3.13 LATE SUBMISSIONS.** Proposals received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the Village. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The Village shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.
- 3.14 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.
- 3.15 PERMITS, TAXES, LICENSES.** The Respondent 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.
- 3.16 LAWS, ORDINANCES.** The Respondent shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 3.17 AGREEMENTS.** The selected Respondent(s) should be prepared to execute agreements in substantially the form provided in the Exhibits to this solicitation. The terms of the agreement may be negotiated upon selection/award at the Village's discretion.

**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 Proposal:

**FORMS**

- Form 1: Proposal 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 5-A: E-Verify Affidavit
- Form 5-B: [INTENTIONALLY OMITTED]
- Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern
- Form 6: [INTENTIONALLY OMITTED]
- Form 7: Dispute Disclosure
- Form 8: [INTENTIONALLY OMITTED]
- Form 9: [INTENTIONALLY OMITTED]
- Form 11: IRS Form W-9
- Form 12: Price Proposal
- Form 13: [INTENTIONALLY OMITTED]
- Form 14: Statement of No Bid (do not include if submitting a response to solicitation)

**EXHIBITS**

- Exhibit A: Form of Purchase and Sale Agreement Relating to Transfer of Development Rights
- Exhibit B: Form of Escrow Agreement for Transfer of Development Rights
- Exhibit C: Form of Agreement and Deed for Transfer of Development Rights
- Exhibit D: Form of Representations Regarding Transfer of Development Rights
- Exhibit E: Form of Declaration Regarding Transfer of Development Rights

**FORM 1**  
**PROPOSAL CHECKLIST**

\_\_\_\_\_ Form 1: Proposal 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 5-A: E-Verify Affidavit

N/A \_\_\_\_\_ Form 5-B: [INTENTIONALLY OMITTED]

\_\_\_\_\_ Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern

N/A \_\_\_\_\_ Form 6: [INTENTIONALLY OMITTED]

\_\_\_\_\_ Form 7: Dispute Disclosure

N/A \_\_\_\_\_ Form 8: [INTENTIONALLY OMITTED]

N/A \_\_\_\_\_ Form 9: [INTENTIONALLY OMITTED]

\_\_\_\_\_ Form 11: IRS Form W-9

\_\_\_\_\_ Form 12: Price Proposal

N/A \_\_\_\_\_ Form 13: [INTENTIONALLY OMITTED]

\_\_\_\_\_ Form 14: Statement of No Bid (do not include if submitting a response to solicitation)

**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 Proposal is true, that your response to the RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a response to the RFP 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 |
|----------------------------|-------------------------------------------------|-------------|-----------------------|
|                            |                                                 |             |                       |
|                            |                                                 |             |                       |
|                            |                                                 |             |                       |

#### 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 (%) |
|--------------------|-------------------|---------------|
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |
|                    |                   |               |

**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 Proposal dated \_\_\_\_\_, 20\_\_\_\_, on  
behalf of the Entity and submit this Proposal 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 Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of  
the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated \_\_\_\_\_, and submit  
this Proposal 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 PROPOSAL/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, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Respondent Initials

**Public Entity Crimes Affidavit**

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

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

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

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

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

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

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

**(INDICATE WHICH STATEMENT APPLIES.)**

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with or 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, 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 Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals 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/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/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/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/Bid or of any other Respondent/Respondent, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/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 RFP 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 RFP 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 RFP 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 RFP. 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. Respondent warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Respondent warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.

3. Respondent warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Respondent warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the Village adequate time to evaluate the Proposals.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this 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 vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
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 Respondent 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 Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Respondent further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the Village determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the Village, whichever is later. The 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 Respondent warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure this Request for Proposals 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 Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Respondent 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. Respondent 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 Respondent acknowledges that the Village has not requested documentation of or considered the Respondent's social, political, or ideological interests to determine if the Respondent is a responsible proposer. In addition, the Respondent acknowledges that the Village has not and will not give preference to any proposer based on their social, political, or ideological interests.

---

Respondent Initials

**Prohibition on Use of Coercion for Labor or Services**

The Respondent 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 a 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 Respondent 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. Respondent 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 5-A**  
**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/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP 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: \_\_\_\_\_

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

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

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

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

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

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**FORM 5-C**  
**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, proposal, 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.

1. \_\_\_\_\_ ("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 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 Respondent 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 Proposal for North Bay Village.

**Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_

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

**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 proposal 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**  
**PRICE PROPOSAL**

Property(ies) within North Bay Village jurisdictional limits owned by the Respondent:

**Address(es):**

**Folio No(s).:**

**TDRS Available for Sale: 24      Minimum Sale Price:<sup>1</sup> \$150,000 for Waterfront Properties  
\$125,000 for Non-Waterfront Properties**

**Number of TDRs to be purchased by Respondent:**

**Line 1:**

**TDR Purchase Price (stated in US dollars per TDR):**

Line 2: \$ /TDR

**Total Purchase Price (Line 1 multiplied by Line 2 should equal the amount stated in Line 3 in US Dollars):**

**Line 3: \$** (this amount is exclusive of transaction costs and fees)

### Timing of Payments:

**Deposit Date:** \_\_\_\_\_ (at minimum, to be deposited within 30 days of Village Commission's award approval)

**Deposit Amount: \$** (at minimum, 10% of the amount set forth in Line 3)

**Balance Date:** \_\_\_\_\_ (at minimum, no later than 150 days after Village Commission's award approval)

**Balance Amount: \$**

The undersigned hereby agrees that if awarded by the Village Commission, the undersigned will purchase the TDRs at the prices and terms stated subject to all instructions, conditions, specifications, addenda, and conditions contained in the RFP. The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is awarded an agreement by the Village. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the Respondent hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

**Insert Firm Name:**

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Print or Type Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

<sup>1</sup> The minimum sales price of the TDRs for sale pursuant to this RFP was set by the Village Commission at its October 21, 2025 meeting.



**FORM 14**  
**STATEMENT OF NO BID**

Please complete and return this form prior to the solicitation opening date.

SOLICITATION NAME: \_\_\_\_\_

SOLICITATION 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 BID" LETTER IS NOT EXECUTED AND RETURNED; OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE VILLAGE FOR FUTURE PROJECTS.

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBITS TO BE ADDED**

Exhibit A: Form of Purchase and Sale Agreement Relating to Transfer of Development Rights

Exhibit B: Form of Escrow Agreement for Transfer of Development Rights

Exhibit C: Form of Agreement and Deed for Transfer of Development Rights

Exhibit D: Form of Representations Regarding Transfer of Development Rights

Exhibit E: Form of Declaration Regarding Transfer of Development Rights