

**NORTH BAY VILLAGE
REQUEST FOR QUALIFICATIONS NO. 2025-006-02**



NORTH BAY VILLAGE

REQUEST FOR PROPOSALS

No. 2025-006-02

PHASE II

**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:	2025-006-02
Solicitation Name and Scope:	<p>Phase II - Construction of North Bay Village Hall/Public Safety Complex and Miami-Dade Fire Station No. 27.</p> <p>This Request for Proposals (“RFP”) is the second phase of the competitive procurement initiated pursuant to Request for Qualifications No. 2025-006 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). Pursuant to Resolution No. 2025-99, the Village Commission has selected the following companies, firms, and individuals to participate in this second phase of the competitive solicitation process:</p> <ol style="list-style-type: none"> 1. CORE Construction Services of Florida, LLC; 2. Gulf Building Corporation; 3. James P. Pirtle Construction Company, Inc.; 4. KAST Construction Company of Florida, LLC; and 5. West Construction, Inc.
Pre-Proposal Meeting (non-mandatory):	Not Applicable
Written Questions Deadline:	Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than Monday, June 8, 2026 to: Annabelle Rodriguez, Grants & Procurement Accountant 1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141, Telephone 305-756-7171, Email: procurement@nbvillage.com .
Solicitation Closing:	Wednesday, June 24, 2026 @ 2:00PM
Public Opening of Proposals:	Wednesday, June 24, 2026 @ 2:00PM Zoom Meeting ID: 882 5503 5318 Zoom Password: 833653
Anticipated Award Date	Tuesday, July 28, 2026 @ 6:00PM
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.
OpenBids Registration:	Register with Euna OpenBids (formerly DemandStar) to receive notifications pertaining to this solicitation. All notices and any addenda will be made available through OpenBids. It is the Proposer’s sole responsibility to ensure receipt of any issued notice or addenda relating to this solicitation once posted to OpenBids.
Contact Information:	1666 Kennedy Causeway, Suite 300, North Bay Village, FL 33141 Telephone: 305-756-7171 Email: procurement@nbvillage.com
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

PUBLIC NOTICE OF SOLICITATION

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SECTION 1
INTRODUCTION, PROPOSAL SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

On July 8, 2025, North Bay Village (the “Village”) solicited statements of qualification from firms 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. The proposed Work includes construction of a multiuse municipal building that includes the Village’s administrative offices, Village Commission chambers, a police station, a Miami-Dade County operated fire rescue station, and adjacent parking area(s) (collectively, the “Village Hall Complex”). On October 21, 2025, the Village Commission adopted Resolution No. 2025-099, selecting the following firms for participation in this RFP as the second phase and continuation of the competitive procurement process initiated pursuant to Request for Qualifications No. 2025-006 (the “RFQ”):

1. CORE Construction Services of Florida, LLC;
2. Gulf Building Corporation;
3. James P. Pirtle Construction Company, Inc.;
4. KAST Construction Company of Florida, LLC; and
5. West Construction, Inc.

(individually and collectively, “Proposers”). The Village is now soliciting proposals from the Proposers, as qualified pursuant to the RFQ, to perform the Work for the Village Hall Complex.

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 Reimposed)	Monday, May 11, 2026	3:00PM
2	Pre-Proposal Meeting (Non-Mandatory)	N/A	N/A
3	Closing Date for Proposer Questions	Monday, June 8, 2026	3:00PM
4	Village’s Answers to Questions by Proposers	Monday, June 15, 2026	3:00PM
5	Proposals Due & Opened (via virtual meeting on Zoom; Meeting ID 882 5503 5318, Passcode 833653)	Wednesday, June 24, 2026	2:00PM
6	Village Staff Member’s Review of Proposals for Responsiveness	Thursday, June 25, 2026	3:00PM
7-A	Evaluation Committee Meeting & Opening of Proposals	Wednesday, July 1, 2026	3:00PM
7-B	Presentations by Proposers	N/A	N/A

8	Village Manager Issues Recommendation to Commission	Tuesday, July 28, 2026	6:00PM
9	Commission Meeting to Select Contractor(s) and Award Construction Contract(s)	Tuesday, July 28, 2026	6:00PM

1.3 GENERAL PROPOSAL SUBMISSION INSTRUCTIONS; SUBMITTAL DEADLINE

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

1.4 PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, Proposers 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 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 “Proposal for RFP No. 2025-006-01 Phase II - 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 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. Executive Summary. Briefly introduce the Proposer; the Proposer’s commitment to the Village; the Proposal, including any unique aspects of the Proposal; the Proposer’s understanding of the Village’s vision and goals for the Village Hall Complex; and the Proposer’s understanding of the Work for the Village Hall Complex throughout each anticipated project phase.

Tab D. Master Project Approach Plan. Provide a detailed Master Project Approach Plan that will guide the successful implementation and construction of the Village Hall Complex within the Village’s schedule and budget. The Master Project Approach Plan must provide the following components:

1. *Project Management and Implementation Approach.* The Proposer must submit a Project Management and Implementation Approach outlining the Proposer’s strategy and approach to implementing the Work for the Village Hall Complex. The Project Management and Implementation Approach must address the following aspects of the Work for the Village Hall Complex:
 - i. Preconstruction work approach, such as site preparation, equipment and material staging, environmental and building permit coordination, and other similar preconstruction activities. The preconstruction work approach should also address how the Proposer will ensure that existing infrastructure and

modifications to such infrastructure will be accommodated during implementation of the Village Hall Complex.

- ii. Village Hall Complex construction approach which addresses how the Proposer will implement, operate, coordinate, and manage construction activities for the Village Hall Complex in a safe manner that mitigates disruption to existing public and private operations and facilities. Special consideration should also be provided as to the Proposer's experience, understanding, and general plan to successfully perform the Work for the Fire Station and Police Station components of the Village Hall Complex, which by their nature require specialized construction expertise.
 - iii. Approach to day-to-day project management and reporting, document management, contract management, change management, risk management, and other similar responsibilities.
 - iv. Final project delivery approach, including quality control procedures and mechanisms that will be implemented to mitigate construction defects, material defects, and delays to final completion of the Village Hall Complex.
 - v. Identification of existing infrastructure and modifications needed to accommodate the Work for the Village Hall Complex on the project site and within any surrounding rights-of-way. Include information on procedures employed to minimize disruptions to existing public and private infrastructure.
 - vi. Identification of potential constraints and challenges presented by the proposed design, including proposed construction material(s), existing or potential site conditions once the Work is commenced, or other attributes that the Proposer has identified and/or which may need to be modified in order to ensure the successful delivery and construction of the Village Hall Complex in a safe, timely, and on-budget manner.
 - vii. Discussion of emergency preparedness plans in the event of severe adverse weather (e.g. hurricanes and tropical storm weather events) during the performance of the Work for the Village Hall Complex.
2. *Project Schedule.* Provide a realistic, detailed Project Schedule from award of a Construction Contract to the issuance of the last Certificate of Occupancy for the Village Hall Complex. The Project Schedule should, at a minimum, identify:
- i. Time period to conduct preconstruction activities and prepare the Village Hall Complex site, including especially permitting approach;
 - ii. Time period for construction of necessary infrastructure;
 - iii. Time period to commence construction of the Village Hall Complex; and
 - iv. Time period until issuance of a Certificate of Occupancy.

The Project Schedule should also address how the Work for the Village Hall Complex will be phased to ensure expeditious delivery of the Village Hall Complex in a safe and sound manner and which mitigates disruption to existing public and private operations and facilities. Proposers should also identify measures to be taken to avoid delays and additional costs in the performance of the Work for the Village Hall Complex to the maximum extent possible in the event of rainy weather and severe weather events (e.g. hurricanes and tropical storm weather events).

3. *Personnel Approach.* Provide the Proposer's approach to leading the Project Team throughout the implementation and administration of the Work for the Village Hall Complex, with an emphasis on Key Staff and subcontracting plans. Discuss how the Proposer will determine and adjust personnel to ensure successful Village Hall Complex construction. Include data that demonstrates how staffing levels and subcontractors shall be determined on a daily, weekly, and monthly basis for all types of positions. Identify employee qualifications for the staffing determinations proposed, including qualifications, certifications, and full-time/part-time status.

Tab E. Financial Proposal. Proposers shall complete and submit Form 3, which shall include a Guaranteed Maximum Price (GMP) for construction of the Village Hall Complex, together with a Schedule of Values that breaks down the GMP into a detailed, itemized list of all work categories, phases, and tasks for the Work for Village Hall Complex.

Additionally, the Proposer shall include a narrative on the Proposer's approach to managing financial risks associated with the Work for the Village Hall Complex and how the Proposer will incorporate value engineering in the implementation of the Village Hall Complex.

The Proposer must also submit documentation from a qualified reputable financial institution, surety company, or other authorized entity which confirms the Proposer's total and single project bonding capacity to ensure the Proposer has the ability to provide the Payment and Performance Bonds required by this RFP.

Tab F. Special Consideration; Major Achievements/Distinctions. Describe any special resources that the Proposer or Proposer's personnel assigned to the Work for the Village Hall Complex may bring or in-house expertise in technical areas, which will specifically benefit the Work for the Village Hall Complex. Include documentation regarding any major successes that the Proposer or a member of its team may have achieved or accolades received in the completion of similar projects. Not to exceed three (3) pages. Excess pages will be removed prior to submission to the Evaluation Committee.

Tab G. Bid Bond/Bid Security. Each Proposal 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% of the total GMP bid submitted, in the form provided in Form 4. 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 Proposal submission date. The bid bonds/bid securities for all unsuccessful Proposals shall be returned after the 365-day period. The purpose of the bid bond/bid security is to ensure that Proposals 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 Proposals for at least 365 days after Proposal opening. The bid bond/bid security of the

Section 1. Introduction, Proposal Submission Requirements, and Evaluation

Successful Proposers will be retained until the Successful Proposer 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 Proposer 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 Proposers, 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 H. Executed Contract Signature Page. Proposers MUST submit an executed copy of the Contract’s signature page. In addition, Proposers must identify any exception the Proposer has to the terms of the Sample Contract provided in this Solicitation. If the Proposer takes exception to any terms of the Sample Contract, Proposers must specifically indicate what alternative is being proposed. Only those exceptions identified herein will be considered by the Village. Nothing herein shall be interpreted to require the Village to accept any exception or proposed alternative language identified by the Proposer.

Tab I. 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 the responsible and responsive Contractor whose Proposal is determined to be the most qualified and advantageous to the Village. Proposals 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	<p>Master Project Approach Plan Evaluation of the Proposer’s Master Project Approach Plan components, including the Project Management and Implementation Approach, the Project Schedule, and the Personnel Approach.</p>	25
2	<p>Financial Proposal Evaluation of the Guaranteed Maximum Price (GMP) and related Schedule of Values submitted as part of Form 3, Proposer’s approach to managing financial risk during the Work for the Village Hall Complex implementation and implementing value engineering, and bonding capacity.</p> <p>Points will be assigned based on the proportional value offered by the proposed Guaranteed Maximum Price bid in comparison to the lowest Guaranteed Maximum Price based on the following formula:</p> <p>Score = (Lowest GMP Bid Submitted ÷ Proposer’s GMP Bid) x 50</p>	50
3	<p>Oral Presentation</p>	25

	Presentation of proposals, including the Proposer’s understanding and approach to the Work for the Village Hall Complex, local conditions, and the Village’s goals and objectives.	
	Total:	100 Points

1.6 SELECTION PROCESS

The Village Commission anticipates awarding a Contract for Construction of the Village Hall Complex to the most Responsive, Responsible Proposer(s) whose proposal(s) is (are) determined to be the most advantageous to the Village and whose Proposal(s) complies with the requirements of this RFP (the “Successful Proposer”).

The Responsive Proposer is a person that has submitted a Proposal which conforms in all material respects to the RFP, including, but not limited to compliance with any requirements contained within the solicitation (“Responsive Proposer”). The Responsible Proposer 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 Proposal which conforms in all material respects to the RFP (the “Responsible Proposer”). In evaluating each Proposer, the Village shall follow the evaluation procedures outlined below.

1.6.1 Staff Level Review for Compliance with Minimum Requirements.

A member of Village Staff the Village Engineer 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 Evaluation Committee Review.

The Village Manager will appoint an Evaluation Committee (“Committee”) to review and evaluate the responsive RFP 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 Work for the Village Hall Complex 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 Proposal. The Committee reserves the right to conduct additional interviews or require presentations prior to finally ranking the Proposers.

1.6.3 Oral Presentations.

The Committee shall call Proposers for oral presentations before the Committee regarding their Proposal, approach to the Work for the Village Hall Complex, and ability to furnish all aspects required for implementation of the Work for the Village Hall Complex. Proposers, 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 Proposers are

encouraged to be represented only by the Project Lead and the key staff identified in the Proposal. Additional details on the oral presentations may be provided to the Short-Listed Proposers.

The Village will notify the Proposers where the oral presentations will be conducted and whether the Proposers may appear virtually or must appear in-person. The Committee shall rank the Proposers and provide its written recommendations to the Village Manager.

Should the Committee's evaluation process result in a tie in the rankings, the tie will be resolved in favor of the Proposer who received the highest rank during the RFQ Phase 1.

1.6.4 Recommendation to Village Commission.

After the Committee evaluates and ranks the proposals received, the Village Manager shall present a recommendation to the Village Commission for the selection of the most Responsive and Responsible Proposer(s) to perform the Work for the Village Hall Complex, or for the rejection of all proposals. If the Village Manager issues a recommendation for selection of Proposer(s), the recommendation shall be made for the selection of the Proposer that the Village, in its sole discretion, determines is the most Responsive and Responsible Proposer and whose Proposal represents the most advantageous Proposal to the Village, taking into account the Committee's rankings and all aspects of each Proposer's Proposal.

1.6.5 Village Commission Presentation (if requested).

If requested, the Village Commission may call Proposers for oral presentations before the Village Commission regarding their Proposal, approach to the Work, the ability to furnish all aspects required for to perform the Work for the Village Hall Complex, and such other factors determined by the Village Commission to be necessary to determine the most Responsive and Responsible Proposer who submitted the most Responsive Proposal that is most advantageous to the Village.

The Village Commission may request oral presentations from any and/or all Responsible Proposers or limit oral presentations to the top-ranked Proposers. If oral presentations are requested by the Village Commission, instructions governing the presentation shall be provided to the Proposers selected to provide oral presentations.

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

The Village Commission shall, in its sole discretion, evaluate the Village Manager's recommendation, the Evaluation Committee's results and rankings (if applicable), all aspects of the Proposers' submission, and the results of any oral presentations before the Village Commission, and select and approve the final Successful Proposer, issue a final ranking of remaining Short-Listed Proposers (if applicable), and authorize the award of a contract to the Successful Proposer to perform the Work for the Project.

Upon award of a contract to the Successful Proposer by the Village Commission, the Village Manager shall negotiate a contract for the performance of the Work for the Village Hall Complex with the final Successful Proposer. In awarding a contract to the Successful Proposer to perform the Work for the Village Hall Complex, the Village Commission may also authorize the Village Manager to negotiate the financial proposal submitted to the Village as part of the Successful

Proposer's proposal to ensure the Work for the Village Hall Complex meets the financial and budgetary requirements for successful implementation of the Work.

If necessary, the Village Manager shall bring back the negotiated contract and, if applicable, the financial proposal, to the Village Commission for final approval. Should the Village Manager be unable to negotiate a satisfactory contract with the selected Proposer at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Proposer may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Proposer, and, if negotiations are terminated, shall continue to each next highest-ranked Proposer until a satisfactory contract is negotiated. Notwithstanding anything to the contrary, the Village Commission shall have the final authority to select the final Successful Proposer 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. Contractual terms and conditions that the Successful Proposer did not take exception to in its Proposal shall not be considered and shall not be subject to negotiation.

In no case will final selection of Proposer(s) be made until all necessary investigations have been made into the responsiveness and/or responsibility of the Proposer and the Village Manager is satisfied that the Proposer 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 RFP. Award of any proposal is conditional upon the Village having funding to implement the contract. The Village reserves the right to reject any or all 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 (“County”) operated fire-rescue station and adjacent parking area.

The Work shall be performed in accordance with the following documents:

- 2.1.1. North Bay Village – Village Hall & Safety Complex Permit Set prepared by Wannemacher Jensen Architects, Inc. and Wolfberg Alvarez & Partners dated August 1, 2024
- 2.1.2. Technical Specifications prepared by Wannemacher Jensen Architects, Inc. and Wolfberg Alvarez & Partners dated August 1, 2024

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. The cost for the AIPP shall be paid directly by the City to the Miami-Dade AIPP. The Contractor shall only be responsible for coordinating and supervising the work during construction, as well as making sure any works are installed according to the Florida Building Code, if applicable.

2.3. SUSTAINABILITY REQUIREMENTS. The Work for the Village Hall Complex shall comply with the Sustainable Building requirements codified under Section 9-71 et al. of the County Code of Ordinances and County Implementing Order 8-8 (the “Sustainable Buildings Program”) with respect to the design and construction of the **Fire Station and associated parking**. The primary mechanism determining compliance with the Sustainable Buildings Program shall be in the Florida Green Building Coalition (FGBC), U.S. Green Building Council’s Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institution for Sustainable Infrastructure’s Envision Rating System for infrastructure projects. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the Florida Green Building Coalition, United States Green Building Council and the Institute for Sustainable Infrastructure. For FGBC, LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. The

Contractor must consider the implications of sea level rise on the construction of the Village Hall Complex and the potential impacts of storm surge and exposure mitigation to such natural phenomena where applicable.

2.4. Development Schedule. By submitting a proposal in response to this RFP, the Proposer acknowledges that commencement of construction must occur by August 30, 2026, substantial completion of the Village Hall Complex, including the Fire Station, by October 30, 2028, and final completion by January 28, 2029.

2.5. 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 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 D and incorporated as if set forth herein (the "Development Agreement"). Accordingly, by submitting a Proposal to this competitive solicitation, the Proposer 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.
Development Agreement with County for Fire Station No. 27	Exhibit D

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 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 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 the Village Purchasing Agent 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 Proposals. 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 Proposers 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 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 2) and providing it with its response.
- 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 Contractor shall certify

that it has fully read and understood this RFP and the response 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 Proposer's ability to fulfill the requirements of the solicitation.

3.7 JOINT BIDS. In the event multiple Proposers submit a joint response in response to this solicitation, a single Proposer 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 Proposer shall be acceptable. The Prime Contractor's responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers 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 Proposer shall remain responsible for performing Services associated with response to this Proposal even if other participating Proposers fail to perform any obligations required herein.

3.8 SUBCONTRACTING. If an awarded Proposer 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 Proposer'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 Proposer 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 Proposer is further notified that all subcontractors must be properly licensed, insured, may not subcontract more than 25% of any portion of this contract for any reason, and shall be required to furnish the Village with a certificate of insurance that complies with the requirements of this RFP.

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 PROPOSALS AND PRICES BINDING; RETENTION AND WITHDRAWAL OF PROPOSALS.

3.10.1 Proposals Binding. All Proposals submitted shall be binding upon the Proposer for 365 calendar days following opening.

3.10.2 Proposal Withdrawal. Proposers may withdraw their Proposals from consideration by the Village pursuant to this solicitation by notifying the Village Clerk in writing at any time prior to the scheduled opening. Proposers may withdraw their

Proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity prior to withdrawing their Proposals from consideration by the Village pursuant to this solicitation.

3.10.3 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 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 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 Proposal 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, Proposers 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.
- 3.12 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 Proposer. Bids received after the deadline provided in this RFP 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 Proposer'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. Proposers 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.** Proposer 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 PROPOSAL/PRESENTATION COSTS.** The Village shall not be liable for any costs, fees, or expenses incurred by any Contractor in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 3.15 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. Proposer 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.

- 3.16 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete Proposal.
- 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 COMPUTER AIDED DESIGN (CAD).** If applicable, the selected Proposer 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.
- 3.20 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.
- 3.20.1** 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 shall 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.

- 3.20.2** 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>.

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

- 3.20.4** Excess/Umbrella Liability may be used to supplement minimum liability coverage requirements.

- 3.20.5** 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 for the Work for the Village Hall Complex 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.

- 3.20.6** 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 Work for the Village Hall

Complex (as evidenced by the issuance of a Certificate of Completion) has been confirmed by Miami-Dade County and the Village.

3.20.7 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.

3.21 Indemnification.

3.21.1 Proposer 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 RFP by Proposer 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 Proposer and its employees, agents, servants, partners, principals or subcontractors, and third parties made in connection with this RFP. Proposer 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. Proposer 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 Proposer's performance or non-performance of any provisions in this RFP.

3.21.2 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 RFP or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

3.21.3 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 to perform the Work for the Village Hall Complex are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

3.21.4 The provisions of this section shall survive termination of this solicitation.

3.22 Miami-Dade County Rights to Inspection.

3.22.1 Independent Private Sector Inspector General Reviews. Pursuant to County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all Applicable Laws, upon written notice by the County or the Village, the Contractor shall make available to an IPSIG retained by the County, all requested records and documentation pertaining to the RFQ, RFP, or any Construction Contract awarded pursuant to same for

inspection and reproduction. The County shall be responsible for payment of any IPSIG services. Nothing contained herein shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with, and as and when provided under this RFP or any contract awarded pursuant to same.

3.22.2 Miami-Dade County Inspector General Review. According to Section 2-1076 of the County Code, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The County Inspector General is authorized and empowered to review past, present, and proposed County contracts, transactions, accounts, records, and programs. In addition, the County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs, all at no cost or expense to the Village or contractor. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget, and in conformance with plans, specifications, and applicable law. The County Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders, if any, to the contract to be awarded pursuant to this RFP. The County Inspector General is empowered to retain, at no cost or expense to the Village or contractor, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Village or the contractor and its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the contract and to detect fraud and corruption. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Village or contractor from the Inspector General or IPSIG retained by the Inspector General, Village and/or contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Village or contractor. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Village or contractor, copy all such documents and records in the Village or the contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and Agreements from and which successful and unsuccessful subcontractors and suppliers, all project related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records. Contractor and Village shall include the requirements of the Inspector General in its contracts.

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 Proposer's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: Acknowledgment of Addenda

Form 3: Maximum Guaranteed Price Proposal and Schedule of Values

Form 4: Bid Security/Bid Bond

Form 5: Statement of No Proposal (if applicable)

EXHIBITS

Exhibit A: Modified AIA A102 Contract for Construction and A201 General Conditions

Exhibit B: Form of Performance and Payment Bonds

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

Exhibit D: North Bay Village – Village Hall & Safety Complex Permit Set prepared by Wannemacher Jensen Architects, Inc. and Wolfberg Alvarez & Partners dated August 1, 2024

Exhibit E: Technical Specifications prepared by Wannemacher Jensen Architects, Inc. and Wolfberg Alvarez & Partners dated August 1, 2024

FORM 1
PROPOSAL CHECKLIST

- _____ **Form 1: Proposal Checklist**
- _____ **Form 2: Acknowledgment of Addenda**
- _____ **Form 3: Maximum Guaranteed Price Proposal and Schedule of Values**
- _____ **Form 4: Bid Security/Bid Bond (unless waived)**
- _____ **Form 5: Statement of No Proposal (if applicable)**

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2
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 3
MAXIMUM GUARANTEED PRICE PROPOSAL
AND SCHEDULE OF VALUES

FORM 4
BID SECURITY/BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and Proposer, 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:

REQUEST FOR PROPOSALS No. 2026-006-02
CONSTRUCTION OF VILLAGE HALL/PUBLIC SAFETY COMPLEX AND
MIAMI-DADE COUNTY FIRE STATION NO. 27

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 Proposer 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 5
STATEMENT OF NO PROPOSAL

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

RFP NAME: _____

RFP 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 PROPOSAL" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED PROPOSERS FOR FUTURE PROJECTS.

Typed Name

Title

Signature

Date

EXHIBIT A
MODIFIED AIA A102 CONTRACT FOR CONSTRUCTION AND A201 GENERAL CONDITIONS

EXHIBIT B
FORM OF PAYMENT AND PERFORMANCE BONDS

PAYMENT BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the North Bay Village (the "Village"), as Obligee, and Miami-Dade County (the "County"), as a third party beneficiary, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract pursuant to RFP No. 2026-002, which was awarded on _____, 2026, pursuant to Resolution No. _____, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PAYMENT BOND/OBLIGATION are that if Contractor shall promptly make payment to all claimants, as herein below defined, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, subject to the following terms and conditions:

1. A claimant is defined as any person supplying the Principal with labor, material and supplies, used directly or indirectly by the said Principal or any subcontractor in the prosecution of the work provided for in said Contract, and is further defined in Section 255.05(1) of the Florida Statutes; and
2. The above named Principal and Surety hereby jointly and severally agree with the Owner and County that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after performance of the labor or after complete delivery of materials and supplies by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner and County shall not be liable for the payment of any costs or expenses of any such suit; and
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct contract with the Principal, shall within forty-five (45) days after beginning to furnish labor, materials or supplies for the prosecution of the work, furnish the Principal with a notice that he intends to look to this bond for protection;
 - b. Unless claimant, other than one having a direct contract with the Principal, shall within ninety (90) days after such claimant's performance of the labor or complete delivery of materials and supplies, deliver to the Principal written notice of the performance of such labor or delivery of such material and supplies and the nonpayment therefore;
 - c. After the expiration of one (1) year from the performance of the labor or completion of delivery of the materials and supplies; it being understood, however, that if any limitation embodied in this Bond is prohibited by any law controlling the construction hereof such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law;
 - d. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The Principal and the Surety jointly and severally, shall repay the Owner and/or the County any sum which the Owner and/or the County may be compelled to pay because of any lien for labor or materials furnished for any work included in or provided by said Contract.
5. The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications applicable thereto shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alterations of or addition to the terms of the Contract, or to the work or to the Specifications.
6. The Surety represents and warrants to the Owner and the County that they have a Best's Key Rating Guide General Policyholder's rating of " _____ " and Financial Category of "Class _____".

IN WITNESS WHEREOF, the above bounded parties executed this instrument under their several seals, this _____ day of _____ 2026, A.D., the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: If Sole Ownership or Partnership, two (2) Witnesses Required; If Corporation, Secretary Only will attest and affix seal.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

FOR THE SURETY:

WITNESS:

Name of Corporation

By: _____

Print Name: _____

Title: _____

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within Bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

(Affix Corporate Seal)

Corporate Secretary

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Firm: _____

State of Florida
County of _____

Before me, a Notary Public, duly commissioned, qualified and acting, appeared _____ by means of physical presence or online notarization who being by me first duly sworn upon oath, says that s/he is the Attorney-in-Fact, for the _____ and that s/he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Village of Miami Springs, Florida

Sworn and subscribed to before me this ____ day of _____, 20____.

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

(Attach Power of Attorney)

PERFORMANCE BOND

BY THIS BOND, we, _____, as Principal, (the "Contractor") and _____, as Surety, are bound to the North Bay Village (the "Village"), as Obligee, and Miami-Dade County (the "County"), as a third party beneficiary, in the amount of _____ Dollars (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into Contract RFP No. 2026-002, awarded on _____, 2026, pursuant to Resolution No. _____, with the Village, which contract documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated and other damages, and for the purpose of this Bond are referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS PERFORMANCE BOND is that if Contractor:

- 7. Performs the Contract between Contractor and Village for the services defined in the Contract, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
- 8. Pays the Village and/or the County all losses, damages, liquidated damages, expenses, costs, and any and all attorney's fees, including for appellate proceedings, that the Village and/or the County sustains as a result of default by Contractor under the Contract; and
- 9. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, THEN THIS BOND WILL BE VOID. OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:
- 10. Whenever Contractor is, and declared by the Village to be, in default under the Contract, the Village having performed the Village's obligations, the Surety may promptly remedy the default or will promptly:
 - a. Complete the services defined in the Contract in accordance with the terms and conditions of the Contract; or
 - b. Obtain a Proposal or proposals for completing the services defined in the Contract in accordance with the terms and conditions of the Contract, and upon determination by Surety of the Responsible Proposer, or if the Village elects, upon determination by the Village and Surety jointly of the Responsible Proposer, arrange for a contract between such Proposer and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, will mean the total amount payable by the Village to Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to Contractor.

IT IS FURTHER AGREED THAT no right of action will accrue on this Bond to or for the use of any person or corporation other than the Village; and

IT IS FURTHER AGREED THAT the Surety hereby waives notice of and agrees that any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligations under this Bond.

Signed and sealed this _____ day of _____, 20_____.

FOR THE CONTRACTOR:

WITNESS:

Secretary

(Affix Corporate Seal)

Name of Corporation

By: _____

Print Name: _____

Title: _____

FOR THE SURETY:

WITNESS:

Agent and Attorney-in-Fact

Print Name: _____

Title: _____

Address: _____

Telephone: _____

EXHIBIT C

DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND NORTH BAY VILLAGE

EXHIBIT D

**VILLAGE HALL & SAFETY COMPLEX PERMIT SET PREPARED BY WANNEMACHER JENSEN ARCHITECTS,
INC. AND WOLFBERG ALVAREZ & PARTNERS DATED AUGUST 1, 2024**

EXHIBIT E

**TECHNICAL SPECIFICATIONS PREPARED BY WANNEMACHER JENSEN ARCHITECTS, INC. AND
WOLFBERG ALVAREZ & PARTNERS DATED AUGUST 1, 2024**