



NORTH BAY VILLAGE

REQUEST FOR QUALIFICATIONS

No. 2026-004

TREASURE ISLAND STORMWATER UTILITY AND RIGHT-OF-WAY IMPROVEMENTS

VILLAGE COMMISSION

Rachel Streitfeld, Mayor

Goran Cuk, Vice Mayor

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VILLAGE CLERK

Alba L. Chang, CMC

VILLAGE ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.



NORTH BAY VILLAGE PUBLIC NOTICE OF SOLICITATION	
Solicitation Number:	RFQ # 2026-004
Solicitation Name:	TREASURE ISLAND STORMWATER UTILITY AND RIGHT-OF-WAY IMPROVEMENTS Interested companies, firms, and individuals ("Respondents") may obtain a copy of the solicitation (the "RFQ") at https://northbayvillage-fl.gov/bids-rfps/ or through the Onvia DemandStar portal (www.demandstar.com). The RFQ contains detailed information about the scope, submission requirements, and selection procedures.
Solicitation Scope:	North Bay Village (the "Village") is soliciting Statements of Qualifications from qualified and experienced engineering firms to provide professional design services for the implementation of stormwater, roadway, resiliency, and related right-of-way improvements within the Village's Treasure Island neighborhood.
Pre-Response Meeting:	No Pre-Response Meeting is scheduled for this solicitation.
Written Questions Deadline:	October 13, 2026, at 3:00 p.m. 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: procurement@nbvillage.com .
Solicitation Closing:	November 2, 2026, at 11:00 a.m. Responses must be submitted electronically at www.demandstar.com . Responses received after the deadline will be unopened. Respondents are responsible for ensuring that their response is received by the deadline.
Responses Opening:	November 2, 2026, at 11:00 a.m. Zoom Meeting ID: 881 7505 8912 Zoom Password: 546680 Responses will be opened publicly.
Anticipated Award Date	December 15, 2026, at 6:00 p.m. at Village Hall Commission Chambers, 1666 Kennedy Causeway, Suite 101, North Bay Village, Florida. 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 Telephone: 305-756-7171 / Email: procurement@nbvillage.com
Notice Issued By:	Alba L. Chang, CMC, Village Clerk

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SECTION 1
INTRODUCTION, RESPONSE SUBMISSION REQUIREMENTS, AND EVALUATION

1.1 INTRODUCTION/GENERAL BACKGROUND

North Bay Village (the “Village”), a municipality located in Miami-Dade County, Florida, pursuant to Florida Statutes §287.055, the Consultants’ Competitive Negotiation Act (“CCNA”), as may be amended, which governs the acquisition of professional engineering, landscape, architectural, and surveying and mapping services, is soliciting responses by this Request for Qualifications (“RFQ”) to provide professional design services for the implementation of stormwater, roadway, resiliency, and related right-of-way improvements within the Treasure Island neighborhood of the Village (the “Services”), as set forth in greater detail in Section 2 of this RFQ, for the Treasure Island Stormwater Utility and Right-of-Way Improvements (the “Project,” as further defined herein). The Village hereby requests responses for the selection of one or more firms (the “Consultant” or “Respondent”) to provide the Services for the Project. The Village intends to award a contract to the selected Consultant for the Services for a term consistent with the approved project design schedule, subject to extension as may be agreed upon by the Village and the Consultant.

Florida law requires the Village to make a determination of a respondent’s qualifications to perform the Services prior to engagement. The information used in this RFQ will be used by the Village to make its determination. The contract will be negotiated pursuant to the CCNA.

1.2 SCHEDULE OF EVENTS

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

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFQ (Cone of Silence Begins)	9/30/2026	Day Of
2	Pre-Response Meeting	N/A	N/A
3	Closing Date for Respondent Questions	10/13/2026	3:00 PM
4	Village’s Answers to Questions by Respondents	10/20/2026	Day Of
5	Responses Due & Opened (via virtual meeting on Zoom – Zoom Meeting ID: 881 7505 8912 / Zoom Password: 546680)	11/2/2026	11:00 AM
6	Village Staff Review of Responses	11/2-6/2026	Week Of
7-A	Evaluation Committee Meeting	TBD	TBD
7-B	Presentations by Top 3 Ranked Respondents (if requested by Evaluation Committee)	TBD	TBD
8	Village Manager Issues Recommendation to Commission	12/8/2026	Day Of
9	Commission Meeting to Select Consultant(s) and Authorize Contract Negotiations	12/15/2026	6:00 PM
10	Village Manager Negotiations with Top-Ranked Consultant(s)	TBD	TBD
11	Village Manager Issues Contract Award Recommendation to Commission	TBD	TBD
12	Commission Meeting to Approve Agreement with Top-Ranked Consultant	TBD	TBD

1.3 GENERAL RESPONSE INSTRUCTIONS; SUBMITTAL DEADLINE

All Responses must be received by November 2, 2026, at 11:00 AM via Demandstar E-bidding upload. Responses received after the due date and time will not be considered.

All Responses 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 Responses received after that time shall be returned, unopened.

1.4 RESPONSE REQUIREMENTS

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

Tab A. Cover Page: A cover page with Consultant’s business name, address, and telephone number; name and all contact information for individual that will serve as “Project Manager,” a primary liaison between the Consultant and the Village; date; and subject “Response for RFQ No. 2026-004 Treasure Island Stormwater Utility and Right-of-Way Improvements” for the implementation of stormwater, roadway, resiliency, and related right-of-way improvements within the Treasure Island neighborhood of North Bay Village.

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

Tab C. Letter of Intent: A Letter of Intent shall be provided that briefly introduces the Consultant, the Consultant’s commitment to the Village, an understanding of the work to be performed and the aspects of the response.

Tab D. Firm’s Qualifications: Consultants interested in performing these professional services must display relevant experience with the type of work solicited and should emphasize both the experience and capability of particular personnel who will actually perform the work. Accordingly, the Consultant must complete and submit Form 2, Company Qualifications Questionnaire and Form 9, References.

1. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.
2. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity’s State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
3. Consultant must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
4. Consultant shall provide a list of current and past clients, with emphasis on Florida municipalities.
5. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
6. Consultant shall identify the Principal in Charge’s Experience. This individual must have a minimum of five (5) years’ experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Consultant. Include a one-

page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.

Tab E. Project Team/Personnel Qualifications: The Respondent must include the following information for this requirement:

1. Complete and submit Form 8, Key Staff and Proposed Subcontractors.
2. The Key Staff, including any key subcontractors, (the “Project Team”) working on the Project and/or providing the Services must have prior experience within the past ten (10) years of providing similar services.
3. Provide an organizational chart showing reporting structure for the Project Team.
4. Include one-page resumes for each person or subcontractor listed in Form 8, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
5. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Consultant and each key subconsultant on the project in total.
6. At least one Key Staff member assigned to the Project shall hold an active professional credential in LEED Accredited Professional (LEED AP) and/or Envision Sustainability Professional (ENV SP). The Village strongly encourages Respondents to include additional staff with specialized expertise in nature-based solutions, climate adaptation, or green infrastructure engineering.

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

Tab G. Project Implementation Strategy: Describe the Respondent’s strategy for implementing the project.

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

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

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

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

Section 1. Response Requirements and Evaluation

1.5 EVALUATION CRITERIA

Award shall be made to the responsible and responsive Consultant(s) whose Response is determined to be the most advantageous to the Village, taking into consideration all aspects of the Response, including other evaluation criteria set forth herein. Specifically, Responses will be evaluated according to the following criteria and respective weight:

Category	Criteria	Maximum Points
1	Qualifications/Experience of the Firm/Respondent To include years of municipal experience, ability, capacity and skill of firm(s), whether the firm is a certified minority business enterprise, and adequacy of personnel to perform, including timeliness, stability and availability and licenses	25 Points
2	Qualifications/Experience of the Project Team Professional credentials, qualifications, and accomplishments of the proposed team members to be used for Village Projects	25 Points
3	Previous Projects & Client References Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state, and federal regulatory agencies procedures and requirements	25 Points
4	Project Implementation Strategy The Firm's understanding of the Village's needs, local conditions, goals, and objectives	25 Points
		Total: 100 Points

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 Responses submitted to ensure the minimum requirements of the RFQ have been met. The Responsive Respondent is a person that has submitted a Response which conforms in all material respects to the RFQ, including, but not limited to compliance with any requirements contained within the solicitation (the "Responsive Respondent"). The Village Manager or designee may reject those Responses that do not meet the minimum requirements of the RFQ.

1.6.2 Evaluation Committee Review. The Village Manager will appoint an Evaluation Committee to review and evaluate the responsive Responses during a public meeting (the Village will provide instructions on how to participate and access the meeting). 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 Respondent. The Committee reserves the right to conduct interviews or require presentations prior to finally ranking the Respondents.

The Committee shall select in order of preference and rank the firm(s) it deems to be responsible to perform the required services using the evaluation criteria set forth above. The responsible respondent shall be a person who has the capability in all respects to fully perform the contract requirements and the tenacity, perseverance, integrity, experience, ability, reliability, capacity, facilities, equipment, financial resources and credit which will give a reasonable expectation of

good faith performance, and a person who has submitted a response which conforms in all material respects to the RFQ (the “Responsible Respondent”).

- 1.6.3 Oral Presentations (if requested by Evaluation Committee).** The Evaluation Committee may call the short-listed Respondents for oral presentations before the Evaluation Committee regarding their Response, approach to the Services, and ability to furnish the required Services. All Prime Consultants and subconsultants in their teams shall be present at the assigned time for a 20-minute presentation followed by up to a 10-minute question-and-answer session. The Consultants are encouraged to be represented only by the Project Manager and the staff identified in the Response. Additional details on the oral presentations may be provided to the short-listed Consultants. If oral presentations are requested by the Evaluation Committee, the oral presentation will be worth 25% in the final scoring and the original Response will be worth 75%. The Village will notify the Respondents where the oral presentations, if any, will be conducted and whether the Respondents may appear virtually or must appear in person. The Evaluation Committee shall rank the Respondents and provide its written recommendations to the Village Manager.
- 1.6.4 Recommendation to Village Commission.** After short-listing of the top three Respondents deemed to be responsible and responsive by the Evaluation Committee, the Village Manager will present a recommendation to the Village Commission with the Evaluation Committee’s rankings and recommendations for consideration by the Village Commission and the Village Manager’s recommendation for award or rejection of all responses for approval at a Commission meeting.
- 1.6.5 Village Commission Meeting to Select Consultant(s).** The Village Commission may select the Respondent(s) that it determines is/are the Responsive and Responsible Respondent(s) whose Response(s) is/are in the most advantageous to the Village taking into consideration all aspects of the Respondent’s Response, including other evaluation criteria set forth herein. The Village Commission may further authorize the Village Manager to execute a professional services agreement with the selected Consultant(s). The Village Commission shall have the final authority to select the Consultant(s) and award any Professional Services Agreement(s).
- 1.6.6 Negotiations and Execution of Agreement.** After selection of the Consultant(s) by the Village Commission, the Village Manager or designee(s) shall execute a Professional Services Agreement in substantially the form attached hereto as Exhibit “A” with the selected Consultant(s) at compensation 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 RFQ. 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 Consultant at a price the Village Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Village Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated.
- 1.6.7 Village Commission Meeting to Approve Professional Services Agreement(s) with Consultant(s).** Unless otherwise authorized by Resolution of the Village Commission, upon reaching mutually agreeable terms with the selected Consultant(s), the Professional Services Agreement(s) for each selected Consultant shall be presented to the Village Commission for final approval.
- 1.6.8** The Village reserves the right to reject any or all responses which is in any way incomplete or irregular, re-issue the entire solicitation, or enter into agreements with more than one Consultant.

END OF SECTION 1

SECTION 2.

TREASURE ISLAND STORMWATER UTILITY AND RIGHT-OF-WAY IMPROVEMENTS

2.1. SCOPE OF SERVICES

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

2.1.1. General Background. North Bay Village is a coastal island community located in Biscayne Bay between the City of Miami and Miami Beach. The Village consists of three islands: North Bay Island, Harbor Island, and Treasure Island. Due to its low-lying topography and location in Biscayne Bay, the Village is vulnerable to flooding resulting from intense rainfall events, tidal influences, storm surge, elevated groundwater conditions, aging infrastructure, and projected sea level rise.

The Village owns, operates, and maintains a municipal stormwater management system consisting of drainage infrastructure, drainage wells, pump stations, outfalls, stormwater conveyance facilities, and associated rights-of-way improvements. Maintaining and improving this infrastructure is critical to protecting public safety, preserving property, supporting economic vitality, and enhancing community resiliency.

To better understand and address these challenges, the Village commissioned a Stormwater Master Plan prepared by BCC Engineering in June 2022. The Stormwater Master Plan evaluated existing drainage conditions, identified flooding vulnerabilities throughout the Village, developed hydraulic and hydrologic analyses, and established recommended capital improvements intended to enhance flood protection and long-term resiliency.

Treasure Island has been identified as one of the Village's priority drainage basins due to recurring flooding concerns, aging infrastructure, low roadway elevations, and its vulnerability to future sea level rise. The Village intends to implement a comprehensive stormwater and roadway improvement program within Treasure Island that will enhance system performance, improve neighborhood resiliency, and improve the overall quality of life for residents and visitors.

Procurement Note on Conflict of Interest: BCC Engineering, having authored the June 2022 Stormwater Master Plan referenced herein, is excluded from participating as a prime consultant or subconsultant for this project to ensure a fair and competitive procurement process.

2.1.2. Project Objective and Intent. This RFQ is being issued to obtain Statements of Qualifications from qualified and experienced engineering firms to provide professional design services for the implementation of stormwater, roadway, resiliency, and related right-of-way improvements within the Treasure Island neighborhood of North Bay Village. The selected Consultant shall provide all professional services necessary to advance the project from design through construction and shall work under the direction of the Village's Capital Improvements Director and the Chief Resilience Officer.

The Village's stormwater management system represents a critical public asset requiring continuous investment to maintain reliable service, protect public and private property, and improve the community's resilience to existing and future flooding conditions. The Village further seeks transformative, implementation-ready solutions that maximize resilience benefits while minimizing lifecycle costs, construction impacts, project fragmentation, and disruption to residents and businesses. The Village encourages innovative approaches that integrate stormwater management, utility coordination, and environmental enhancement into a cohesive infrastructure program.

The North Bay Village Stormwater Master Plan and related studies are being provided as reference documents (See Exhibit C – DropBox Link to Master Plan provided) to establish the Village's existing understanding of drainage conditions, flooding vulnerabilities, and potential improvement strategies. The Village is not seeking a validation, update, or endorsement of the recommendations contained within those documents. Rather, the Village seeks a Consultant with the vision, technical expertise, and creativity to develop innovative and practical solutions that advance the Village's resiliency goals and address the unique challenges facing Treasure Island.

- 2.1.3. Infrastructure Planning Coordination.** The Village is concurrently evaluating its water distribution and wastewater collection systems through a comprehensive Water and Wastewater Assessment and Master Planning effort. The Consultant shall coordinate with the findings and recommendations of these planning initiatives and evaluate opportunities to integrate, sequence, and optimize infrastructure improvements wherever practical. Particular consideration shall be given to identifying water, wastewater, and stormwater improvements that may be constructed concurrently in order to reduce lifecycle costs, minimize impacts to residents and businesses, improve constructability, and maximize the long-term effectiveness of the Village's capital improvement investments.

The Village expects consultants to employ a resilience-first approach throughout project development. Resilience, adaptation to current and future flooding conditions, and long term infrastructure sustainability shall serve as foundational design objectives rather than secondary project considerations.

Nature-based solutions, green infrastructure, and hybrid gray-green infrastructure strategies shall be evaluated as integral components of the design process and not merely as optional enhancements. Proposers shall demonstrate how such approaches can contribute to flood risk reduction, water quality improvement, urban heat mitigation, ecological enhancement, public realm activation, and long-term climate adaptation.

Where nature-based or hybrid solutions are determined to be infeasible, the Consultant shall provide technical justification documenting alternatives evaluated and constraints limiting implementation.

The Consultant shall identify opportunities to consolidate infrastructure improvements into strategically coordinated implementation programs that maximize resilience outcomes while minimizing construction mobilizations, permitting complexity, utility conflicts, repeated roadway reconstruction, and disruption to residents and businesses.

The Village is not seeking a validation or replication of previous conceptual implementation strategies. Rather, the Village seeks innovative, technically sound, and cost-effective solutions that improve project delivery efficiency, accelerate resilience benefits, and maximize the return on public investment.

The Consultant shall build upon the foundation established by the Stormwater Master Plan while exercising professional judgment to identify opportunities for refinement, optimization, and innovation that are technically sound, cost-effective, maintainable, and appropriate for implementation within a developed coastal community.

2.1.4. Core Project Components. The Project scope may include, but is not limited to, the following elements:

- Phasing & Implementation: Development of implementation strategies and construction phasing that consider funding availability, constructability, community impacts, and operational requirements, resilience benefits, and long-term lifecycle costs.

The Consultant shall critically evaluate alternative implementation approaches and recommend a streamlined delivery strategy that reduces project fragmentation, minimizes the number of independent construction phases where practical, and accelerates the delivery of community resilience benefits.

The Consultant shall prepare a Phasing Optimization Analysis comparing alternative implementation scenarios and identifying the approach that provides the greatest overall value based on resilience outcomes, constructability, schedule, funding opportunities, lifecycle costs, and community impacts.

- Stormwater Infrastructure: Improvements to stormwater collection, conveyance, treatment, storage, and disposal infrastructure, including drainage wells, pump stations, outfalls, backflow prevention devices, and associated facilities.
- Roadway & Right-of-Way: Roadway reconstruction, resurfacing, roadway elevation improvements, and associated right-of-way enhancements. Roadway elevations, drainage infrastructure, and associated improvements shall be designed to account for projected future conditions, including sea level rise, groundwater influences, tidal flooding, storm surge, and future rainfall conditions identified in the Stormwater Master Plan. Attention shall be given to maintaining access, minimizing impacts to adjacent properties, and enhancing overall neighborhood connectivity and functionality.

- Streetscape & Utility Coordination: Sidewalk, ADA compliance, curb and gutter, utility coordination, traffic calming, lighting, landscaping, irrigation, and streetscape improvements necessary to support the overall project objectives.
- Green Infrastructure: Design and implementation of green infrastructure and public-realm improvements within Village rights -of-way and other publicly owned spaces. These enhancements may include bioswales, permeable surfaces, urban greening, shade trees, landscape features, and other sustainable practices that support stormwater management, water-quality improvement, and neighborhood resilience. Improvements should be strategically located to maximize environmental benefit, and provide community value within the compact scale of Treasure Island.

2.1.5. Integration of Conceptual Stormwater Park Design. The Consultant shall review activities associated with the Treasure Island Stormwater Park with the ongoing interdisciplinary sponge-park concept development led by the University of Miami Center for Urban & Community Design (“UM CUCD”). The Consultant shall incorporate UM CUCD’s conceptual and schematic materials, technical analyses, nature-based concepts, and community-driven design inputs into the Consultant’s own work product to ensure consistency, compatibility, and alignment with the Village’s multi-benefit Stormwater Park objectives. The Consultant shall integrate UM CUCD’s nature-based and hybrid green-gray infrastructure concepts into final engineering, permitting, and construction documents, unless technically infeasible. Where integration is deemed infeasible, the Consultant shall provide written justification outlining constraints and alternative approaches.

Evaluation, master planning, and engineering design for a dedicated, Village-owned parcel of land earmarked for the development of a neighborhood stormwater park. The Consultant shall design this multi-functional public space to seamlessly combine structural and nature-based stormwater management infrastructure (such as retention, detention, or bioswales) with recreational amenities, environmental benefits, and community gathering opportunities.

The designated parcel is located at 7560 West Treasure Drive and encompasses approximately 0.19 acres. Existing boundary surveys, environmental assessments and the final UM CUCD work product and related materials for this parcel will be provided to the selected Consultant.

2.1.6. Phased Engineering and Construction Support Services. The Consultant shall provide all engineering, surveying, geotechnical, environmental, permitting, utility coordination, public involvement, bidding support, grant support, and construction administration services necessary to develop a fully permitted, construction ready project.

Deliverables shall include complete plans, specifications, engineer's estimates, bid documents, permit applications, permit responses, and all supporting documentation required for procurement and implementation of the project. As part of the design effort, the Consultant shall prepare construction cost estimates, evaluate implementation strategies, identify opportunities to leverage

Section 2. Services

grant and resiliency funding, and develop recommendations that balance resiliency, sustainability, constructability, maintainability, community impacts, and long-term lifecycle costs.

The Consultant shall assist the Village throughout procurement and construction and shall serve as the Village's Engineer of Record during construction, providing engineering support, review of contractor submittals, responses to requests for information, evaluation of change orders, construction observations, record drawing review, and project closeout services.

2.2. APPROPRIATION/GRANT FUNDING.

Consultants acknowledge that the Services may be fully or partially funded utilizing funds from the grants listed below (the “Appropriation” or “Grant”). Accordingly, by submitting a response to this competitive solicitation, the Respondent warrants and represents that it has reviewed the terms and conditions for each Grant and will perform the Services in accordance with the terms and conditions of the Grant(s).

Appropriation/Grant Title	Appropriation/Grant Agreement Exhibit No.

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

END OF SECTION 2

SECTION 3

GENERAL INFORMATION

3.1 GENERAL INFORMATION.

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

3.2 CONE OF SILENCE

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

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

Specifically, the Cone of Silence prohibits:

- A. Any communication regarding a particular 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 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 respondent, bidder or proposer shall render any RFP award, RFQ award, or bid award to the respondent, bidder or proposer voidable.

3.3 REQUESTS FOR INFORMATION/CLARIFICATION.

The Village, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate responses. The Village has made efforts to provide accurate and complete information in this RFQ. The Village shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing via email to procurement@nbvillage.com; deadline set out in Section 1.

3.4 ADDENDA.

If the Village finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the Village will issue written addenda/addendum through DemandStar. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.

3.5 CERTIFICATION.

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

3.6 ECONOMY OF PREPARATION.

Responses should be prepared simply and economically, providing a straightforward concise description of the Respondent's ability to fulfill the requirements of the RFQ.

3.7 INTERVIEWS.

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

3.8 RESPONSES BINDING; RETENTION AND WITHDRAWAL OF RESPONSES.

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

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

3.8.3 Retention of Responses. Responses, once opened, become the property of the Village. The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant 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 responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Pursuant to Section 119.071(1)(b), Florida Statutes, sealed responses received by the Village pursuant to this RFQ are exempt from disclosure until such time as the Village provides notice of an intended decision or until 30 days after the opening of responses, whichever is earlier. Furthermore, if the Village rejects all responses submitted in response to this RFQ, such responses shall remain exempt if the Village provides notice of its intent to reissue this RFQ, provided that such responses shall not be exempt for longer than 12 months after the Village's notice of its intent to reject all responses and reissue the RFQ.

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

3.10 IRREGULARITIES; RESERVATION OF RIGHTS.

Responses 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 responses, reject a response which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

The Village reserves the right to accept or reject any or all Responses, 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 Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Response.

Section 3. Response Submission Requirements and Evaluation

Respondents shall furnish additional information as the Village may require. This includes information that indicates financial resources as well as ability to provide the requisite services.

3.11 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 for additional information.

3.12 RESPONSE/PRESENTATION COSTS.

The Village shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.

3.13 LATE SUBMISSIONS.

Responses received by the Village after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Responses shall be decided in the favor of the Village. Respondent shall assume full responsibility for timely delivery at the location designated for receipt of Responses. The Village shall not be responsible for Responses received after the submittal deadline and encourages early submittal.

3.14 COMPLETENESS.

All information required by this RFQ must be supplied to constitute an acceptable and complete response.

3.15 PERMITS, TAXES, LICENSES.

The Consultant 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 Consultant 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 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.

The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Exhibit "A" to this RFQ. The terms of the agreement may be negotiated upon selection of Consultant.

3.18 COMPUTER AIDED DESIGN (CAD).

If applicable, the selected Respondent will be required to produce all work product using the latest version of AutoCAD; prior to and during construction, CAD files shall be made available to the Contractor(s) at no cost for the Contractor's coordination drawings and will be provided to the Village at no cost at the completion of construction. It must also be acknowledged that submitted work product as well as final permitted construction documents are and will be the property of the Village upon submittal.

3.19 INSURANCE.

Consultant shall secure and maintain throughout the duration of this RFQ and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with

respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Consultant's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and 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. All coverage forms must be primary and non-contributory and the Respondent shall provide a waiver of subrogation for the benefit of the Village. The Consultant shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
2. Workers Compensation and Employer's Liability insurance, to apply for all employees 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 Consultant shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker's Compensation insurance.
3. Business Automobile Liability with minimum limits of \$1,000,000.00 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
4. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

3.20 INDEMNIFICATION.

- 3.20.1** Respondent shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Respondent's performance or non-performance of any provision of this RFQ, including, but not limited to, liabilities arising from contracts between the Respondent and third parties made in connection with this RFQ. Respondent shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Respondent's performance or non-performance of any provisions in this RFQ.
- 3.20.2** Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this RFQ or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.
- 3.20.3** The provisions of this section shall survive termination of this Solicitation RFQ.

3.21 MISCELLANEOUS PROVISIONS

- 3.21.1 RESPONSE EXEMPT.** Purchases shall not include any items or services available at lower prices on other public entity or State of Florida Contract. The Village reserves the right to solicit separately any item or service if deemed to be in the best interest of the Village.
- 3.21.2 DELETION/OVERSIGHT/MISSTATEMENT.** Any deletion, oversight or misstatement of specifications shall not release the Respondent from the responsibility of completing the services within the agreed upon time frame.
- 3.21.3 COPYRIGHTS OR PATENT RIGHTS.** The Respondent warrants that there has been no violation of copyrights or patent rights in the manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Solicitation. The seller agrees to hold the Village harmless from all liability, loss or expense occasioned by any such violation.
- 3.21.4 PERSONAL INJURY AND PROPERTY DAMAGE.** The Contractor assumes all risk of personal injury and property damage attributable to the willful or negligent acts or omissions of the Contractor and the officers, employees, and agents thereof. The Contractor also assumes such risk with respect to the willful or negligent acts or omissions of persons subcontracting with the Contractor or otherwise acting or engaged to act at the instance of the Contractor in furtherance of this Contractor fulfilling the Contractor's obligations under this contract.
- 3.21.5 RIGHT OF INSPECTION/COOPERATION WITH FEMA, STATE, OR OTHER AGENCIES.** In the event that services performed under this Agreement could be reimbursable from FEMA or other federal, state, or local programs or grants, the awarded Respondent(s) will work with the Village and/or its designated representatives of any organization providing reimbursement to the extent necessary to provide all required information for reimbursement. This information may include but not be limited to backup documentation and/or justification for all costs, list(s) of materials and/or equipment used, including amount and/or time of usage, and hours and rates of labor performed in the completion of work relating to this Agreement. Failure to supply information requested could result in non-payment.

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 Response:

FORMS

- Form 1: Response Checklist
- Form 2: Company Qualifications Questionnaire
- Form 3: Certificate of Authority (Complete one of the two forms as applicable)
 - Form 3A: Certificate of Authority (for Corporations or Partnerships)
 - Form 3B: Certificate of Authority (for Individuals)
- Form 4: Acknowledgment of Addenda
- Form 5: Single Execution Affidavit (contains the following affidavits:)
 - Americans with Disabilities Act Compliance
 - Public Entity Crimes Act
 - No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics
 - Business Entity
 - Non-Collusion/Anti-Collusion
 - Scrutinized Companies
 - Acknowledgment, Warranty, and Acceptance
 - Ownership Disclosure
 - Truth in Negotiation Certificate
 - Prohibition on Contingent Fees
- Form 5-A: E-Verify Affidavit
- Form 5-B: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern
- Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, Section 20.100(b))
- Form 7: Dispute Disclosure
- Form 8: Key Staff and Proposed Subcontractors
- Form 9: Reference Letters
- Form 10: IRS Form W-9
- ~~Form 11: Intentionally Omitted Bid Bond (unless waived by the Manager)~~

EXHIBITS

- Exhibit A:** Form of Professional Services Agreement
- Exhibit B:** Map of North Bay Village
- Exhibit C:** Stormwater Master Plan

FORM 1
RESPONSE CHECKLIST

- _____ Form 1: Response Checklist
- _____ Form 2: Company Qualifications Questionnaire
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)
- _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)
- _____ Form 3B: Certificate of Authority (for Individuals)
- _____ Form 4: Acknowledgment of Addenda
- _____ Form 5: Single Execution Affidavit
- _____ Form 5-A: E-Verify Affidavit
- _____ Form 5-B: Affidavit Attesting to Noncoercive Conduct for Labor or Services
- _____ Form 5-C: Affidavit Re Prohibition on Contracting with Entities of Foreign Countries of Concern
- _____ Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, §20.100(b))
- _____ Form 7: Dispute Disclosure
- _____ Form 8: Key Staff and Proposed Subcontractors
- _____ Form 9: Reference Letters
- _____ Form 10: IRS Form W-9
- ~~_____ Form 11: Intentionally Omitted Bid Security/Bid Bond (unless waived by the Village)~~

Firm: _____

Date: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

FORM 2
COMPANY QUALIFICATIONS QUESTIONNAIRE

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

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

Firm Name

Principal Business Address

Telephone Number

Facsimile Number

Email Address

Federal I.D. No. or Social Security Number

Municipal Business Tax/Occupational License No.

FIRM HISTORY AND INFORMATION

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

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

Document Number

Date Filed

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

Category

License No.

Date Licensed

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

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

Please identify the Firm's primary business: _____

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

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

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

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

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

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

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

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

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

INSURANCE INFORMATION

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

Insurance Carrier Name Insurance Carrier Contact Person

Insurance Carrier Address Telephone No. Email

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

FIRM OWNERSHIP

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

Owner/Partner Name	Title	Ownership (%)

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

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

Owner/Partner Name	Other Entity Name	Ownership (%)

CURRENT AND PAST CLIENTS

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

Entity Name	Contact Person	Telephone No.	Email Address	Date Awarded

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

RECENT CONTRACTS

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

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

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

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____, (the
"Entity") held on _____, 20____, the following resolution was duly
passed and adopted:

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

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

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

Secretary: _____
Print Name: _____

President: _____
Print Name: _____

(Seal)

FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)

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

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

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

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

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 5
SINGLE EXECUTION AFFIDAVITS

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

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

_____ NAME OF PROPOSING OR BIDDING ENTITY	By: _____ INDIVIDUAL'S NAME AND TITLE
_____ FEIN OF PROPOSING OR BIDDING ENTITY	Date: _____

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

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

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

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

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

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

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

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

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

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

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

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

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent has personal knowledge of the matters set forth in its Response and is fully informed respecting the preparation and contents of the attached Response and all pertinent circumstances respecting the Response;
2. The Response is genuine and is not a collusive or sham Response; and
3. Neither the Respondent/Proposer 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/Proposer, firm, or person to submit a collusive or sham Response, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Proposer, firm, or person to fix the price or prices in the attached Response or of any other Respondent/Proposer, or to fix any overhead, profit, or cost element of the Response price or the Response price of any other Respondent/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against North Bay Village or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

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

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant 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. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Manager.
4. Consultant warrants that all information provided by it in connection with this response is true and accurate.
5. I hereby propose to furnish the services specified in the RFQ. I agree that my Response will remain firm for a period of 180 days in order to allow the Village adequate time to evaluate the Responses.
6. I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

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

Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive an agreement for professional architecture and engineering services with North Bay Village, Florida.

Respondent Initials

Prohibition on Contingent Fees

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

Respondent Initials

Prohibition Against Consideration of Social, Political, or Ideological Interests

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

Respondent Initials

Prohibition on Use of Coercion for Labor or Services

The Consultant 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:

5. Using or threatening to use physical force against any person;
6. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;

7. Using lending or other credit methods to establish a debt by an person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
8. 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;
9. Causing or threatening to cause financial harm to any person;
10. Enticing or luring any person by fraud or deceit; or
11. 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 Consultant 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. Consultant 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

Prohibition Against Using Diversity, Equity, and Inclusion (DEI) Material.

Pursuant to Section 287.139, Florida Statutes, with respect to contracts executed or renewed after January 1, 2027, the Consultant certifies that it does not and will not use Village funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 166.04971(1), Florida Statutes.

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, the 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 contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity'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 signing below, the contracting entity 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 attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

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-B
AFFIDAVIT ATTESTING TO
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

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

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

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

In the presence of:

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

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

OATH OR AFFIRMATION

State of Florida

County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____
_____(name of person) as _____ (type of
authority) for _____ (name of party on behalf of whom instrument is
executed).

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

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

FORM 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 response, 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 6

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

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

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

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 7
DISPUTE DISCLOSURE

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

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

YES _____ NO _____

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

YES _____ NO _____

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

YES _____ NO _____

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

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

Firm: _____

Authorized Signature: _____ **Date:** _____

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

FORM 8
KEY STAFF & PROPOSED SUBCONTRACTORS

KEY STAFF

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

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

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

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

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

PROPOSED SUBCONTRACTORS

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

Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

FORM 9
REFERENCES

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

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

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

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

Is the Contract still Active? Yes _____ No _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

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

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

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

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

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

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

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

FORM 10
IRS FORM W-9

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

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

Please complete and submit with the response 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 11
BID SECURITY/BID BOND

INTENTIONALLY OMITTED

EXHIBIT A
FORM OF PROFESSIONAL SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

NORTH BAY VILLAGE

AND

[INSERT NAME]

THIS AGREEMENT (this “Agreement”) is made effective as of the _____ day of _____, 2026 (the “Effective Date”), by and between **NORTH BAY VILLAGE, FLORIDA**, a Florida municipal corporation, (the “Village”) and **[INSERT NAME]** [type of entity] [if out of state entity, add and confirm that the entity is: authorized to do business in Florida] (hereinafter, the “Consultant”).

WHEREAS, the Village desires to implement stormwater, roadway, resiliency, and related right of way improvements; and

WHEREAS, the Consultant will perform services on behalf of the Village, all as further set forth in Exhibit A, attached hereto (the “Services”); and

WHEREAS, the Village and Consultant, through mutual negotiation, have agreed upon a fee for the Services; and

WHEREAS, the Village desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Village and the Consultant agree as follows:

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Exhibit “A” attached hereto and incorporated herein by reference (the “Services”).

1.2. Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”) to the Village.

2. Term/Commencement Date.

2.1. The term of this Agreement shall be from the Effective Date through **[INSERT LENGTH OF CONTRACT]** thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Village Manager may renew this Agreement for **[X]** additional **[Y]** year periods on the same terms as set forth herein upon written notice to the Consultant.

- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Village Manager.

3. Compensation and Payment.

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the Response attached hereto as Exhibit "A." Consultant shall be compensated a flat rate, lump sum fee in the amount of \$XXXX.XX per month.
- 3.2. Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. Subconsultants.

- 4.1. The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2. Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in the Village Manager's sole and absolute discretion.

5. Village's Responsibilities.

- 5.1. Village shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Village, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2. Upon Consultant's request, Village shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. Consultant's Responsibilities; Representations and Warranties.

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Village requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

7. Conflict of Interest.

7.1. To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Village.

8. Termination.

8.1. The Village Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2. Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Village Manager.

8.3. In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. Insurance.

9.1. Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents, and volunteers naming the

Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees 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 Consultant 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, Consultant 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>.

9.1.3. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit. **If Professional Liability Insurance is required, the Village shall select this box: ☐.**

9.2. Certificate of Insurance. Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Village and prior to commencing Services. 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 Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

9.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.4. Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

9.5. The provisions of this section shall survive termination of this Agreement.

10. Nondiscrimination. During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.

11. Attorneys Fees and Waiver of Jury Trial.

11.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels. Furthermore, the prevailing party shall be entitled to attorneys' fees and

costs incurred in establishing the reasonableness of the fees and costs to be awarded.

11.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. Indemnification.

12.1. Consultant shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Village for all its 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 Consultant's performance or non-performance of this Agreement.

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

12.3. The provisions of this section shall survive termination of this Agreement.

13. Notices/Authorized Representatives. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

14. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. Entire Agreement/Modification/Amendment.

15.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

- 15.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. Ownership and Access to Records and Audits.

- 16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Village Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- 16.3. Upon request from the Village's custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village.
- 16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall

destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

16.6. Any compensation due to Consultant shall be withheld until all records are received as provided herein.

16.7. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes.** IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: ALBA L. CHANG, CMC, 1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141, 305-756-7171, VILLAGECLERK@NBVILLAGE.COM.

17. **Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. Survival of Provisions. Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. Prohibition of Contingency Fees. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

24. State Required Affidavits. By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

24.1. Public Entity Crimes Affidavit. Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

24.2. Scrutinized Companies. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Sectors List, Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

24.3. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the 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 contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity'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 entering into this Agreement, the

Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

24.4. Noncoercive Conduct Affidavit. Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.5. Prohibition on Contracting with Entities of Foreign 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. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

24.6. Prohibition Against Using Diversity, Equity, and Inclusion (DEI) Material. Pursuant to Section 287.139, Florida Statutes, with respect to contracts executed or renewed after January 1, 2027, the Consultant certifies that it does not and will not use Village funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in section 166.04971(1), Florida Statutes.

25. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

26. Non-Exclusive Agreement. The Village reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

27. Most Favored Nation. If during the term of this Agreement, Consultant enters into an agreement with another municipality or county ("Other Governmental Entity"), the

terms of which agreement include more favorable terms with the Other Governmental Entity than this Agreement, then upon written request of the Village, Consultant shall negotiate and enter into a new agreement with the Village which shall include the more favorable compensation terms extended to the Other Governmental Entity. Consultant shall notify the Village within 30 days if it enters into an agreement with an Other Governmental Entity that has more favorable terms than this Agreement and the Village shall have the right to receive the more favorable terms immediately.

28. Termination Due To Lack of Funding. This Agreement is subject to the condition precedents that: (i) Village funds are available, appropriated and budgeted, for the Services annually for each year of the Term; (ii) the Village secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Village Commission relative to the Services; and (iii) the Village Commission enacts legislation or other necessary resolutions, which awards and authorizes the execution of this Agreement and the annual appropriation and budgeting for the Services. The Village represents to Consultant that the Village has adopted a resolution authorizing execution of this Agreement, if required by applicable law.

29. Background Checks. If compliance with this section is required, the Village shall select this box: ☒.

29.1. Prior to commencing Services, the Contractor agrees that Contractor and all of their respective employees, agents, contractors, and subcontractors who provide or may provide Services under this Agreement, will complete criminal history checks and Level 2 background screening requirements in accordance with Chapter 435, Florida Statutes. The Contractor shall be responsible for conducting such screening, including any and all costs associated with complying with screening requirements.

29.2. The Contractor shall be responsible for updating the Village in writing with any additions and deletions of the individuals authorized to provide services under this Agreement. In the event that additional individuals are authorized to perform such services, the Contractor shall ensure that a criminal history check and Level 2 background screening has been completed prior to such individual commencing services.

29.3. Any individual who does not meet the applicable screening requirements, or who is arrested for or convicted of a disqualifying offense under Chapter 435, Florida Statutes, shall not be permitted to perform services under this Agreement.

29.4. Failure to comply with this Section shall constitute a material breach of this Agreement entitling the Village to immediate termination.

30. Conflicts; Order of Priority. This document without exhibits is referred to as the "Base Agreement." In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, or any documents incorporated herein by

reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

- 30.1.** First Priority: Base Agreement;
- 30.2.** Second Priority: Exhibit A – Scope of Services.

[Remainder of page intentionally left blank. Signature pages follow.]

<u>NORTH BAY VILLAGE</u>	<u>CONSULTANT</u>
By: _____ Frank Rollason Village Manager	By: _____
Attest: _____	Name: _____
	Title: _____
	Entity: _____
By: _____ Alba L. Chang, CMC Village Clerk	Note: If the entity is an LLC and the Operating Agreement requires more than one Managers' signature, this Agreement must be executed by all Managers required by the Operating Agreement.
Approved as to form and legal sufficiency: _____	
By: _____ Weiss Serota Helfman Cole & Bierman, P.L. Village Attorney	
Addresses for Notice: North Bay Village Attn: Frank Rollason Village Manager 1666 Kennedy Causeway, 3 rd Floor North Bay Village, FL 33141 305-758-7171 (telephone) Villagemanager@nbvillage.com (email)	Addresses for Notice: _____ _____ _____ _____ _____(telephone) _____(email)
With a copy to: Weiss Serota Helfman Cole & Bierman, P.L. Attn: Haydee Sera, Esq. North Bay Village Attorney 2800 Ponce de Leon Boulevard, 12 th Floor Coral Gables, FL 33134 hsera@wsh-law.com (email)	With a copy to: _____ _____ _____ _____ _____(telephone) _____(email)

EXHIBIT B
MAP OF NORTH BAY VILLAGE



EXHIBIT C
STORMWATER MASTER PLAN

The North Bay Village Stormwater Master Plan is being provided as a reference document for this RFQ and is available through the Dropbox link below:

https://www.dropbox.com/s/rz01eb4akkfk32d/NBV_SWMP_REPORT_FINAL_2022-06-29%20RD.pdf?dl=0

The Stormwater Master Plan is provided for informational and reference purposes to establish the Village's existing understanding of drainage conditions, flooding vulnerabilities, and potential improvement strategies. The Village is not seeking a validation, update, or endorsement of the recommendations contained within the Stormwater Master Plan.