



TOWN OF CUTLER BAY
COMMUNITY DEVELOPMENT DEPARTMENT

REQUEST FOR QUALIFICATIONS

RFQ No. 23-08

GENERAL PLANNING SERVICES

**SUBMITTAL DUE DATE:
AUGUST 22, 2023
3:00 PM (EDT)**

**MANDATORY PRE-RFQ RESPONSE MEETING DATE:
JULY 28, 2023
10:00 AM (EDT)**



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ADVERTISEMENT

The Town of Cutler Bay ("Town") is requesting proposals from qualified professionals for the selection of Consultants for the "GENERAL PLANNING SERVICES". Interested Consultants should visit the Town's website at www.cutlerbay-fl.gov to obtain the Request for Qualifications package. Qualification Packages may also be picked up at the following location, during normal business hours:

Town of Cutler Bay
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189

Sealed submittals including one (1) original and three (3) bound paper copies of the submittal, and one (1) USB flash drive completely duplicating the original proposal of the submittals, must be received no later than **3:00 PM** on **AUGUST 22, 2023** and be clearly marked on the outside, "RFQ No. 23-08 GENERAL PLANNING SERVICES", by Mr. Mauricio Melinu, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189.

Late Submittals and facsimile/electronic submissions will not be considered. The Consultant shall bear all costs associated with the preparation and submission of the proposal.

A MANDATORY Pre-RFQ meeting will be held on JULY 28, 2023 at 10:00AM in the Town Hall Community Room, 10720 Caribbean Blvd., Suite 220, Cutler Bay, Florida 33189.

Pursuant to Town Code, Chapter 24, Article II, Section 24-228 of the Town Charter, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFQ from the time of advertisement of the RFQ until such time as the Town Manager makes a written recommendation to the Town Council concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor. Please see the detailed specifications of this solicitation for further details.

Women/Minority Owned and Emerging Small Businesses are invited to submit proposals on this project.

The Town reserves the right to accept and/or reject all proposals, or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials and/or services or take any other such actions that may be deemed in the best interest of the Town.

Rafael G. Casals, ICMA-CM, CFM
Town Manager



SECTION I

I INTRODUCTION

The Town of Cutler Bay ("Town"), a municipality located in Miami-Dade County, Florida, desires to receive professional qualifications for the selection of three (3) rotating Planning Consulting firms ("Consultants") to provide General Planning Services. Florida law requires the Town to make a determination of a respondent's qualifications to perform general planning services prior to engagement. The information used in this Request for Qualifications ("RFQ") will be used by the Town to make this determination.

The Town reserves the right to award contracts to Consultants who will best serve the interests of the Town and whose responses are considered by the Town to be the most responsive and most responsible.

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

This RFQ provides interested applicants with information to prepare and submit proposals in response to this solicitation for consideration by the Town. This RFQ process is intended to identify potential consultants with which the Town may, in its sole discretion, choose to enter into a contract for professional services. It is expressly understood and agreed that the submission of "Qualifications" does not require or obligate the Town to pursue a contract with any applicant.

I.I SEALED PROPOSALS

Sealed proposals for furnishing all professional services as necessary to complete the Work specified in these documents will be received at:

Date: August 22, 2023

Time: 3:00 PM

**Place: Town Hall
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189**



I.II SCHEDULE OF EVENTS

No.	Event Title	Date*	Time* (EDT)
1.	Advertisement/Distribution of RFQ Cone of Silence Begins	7/17/2023	9:00 AM
2.	Mandatory Pre-RFQ-Response Meeting 10720 Caribbean Blvd., St 220 (Community Room) Cutler Bay, Florida 33189	7/28/2023	10:00 AM
3.	Deadline to Submit Questions	8/4/2023	1:00 PM
4.	Deadline for Town Responses to Questions	8/11/2023	5:00 PM
5.	Deadline to Submit RFQ-Response	8/22/2023	3:00 PM
6.	Evaluation of Qualifications	8/23/2023 through 8/31/2023	8:00 AM – 5:00 PM
7.	Selection of Finalists	9/1/2023	3:00 PM
8.	Oral Presentations of Finalists (if requested by the Town)	9/8/2023	9:30 AM
9.	Announcement of selected Respondents/Cone of Silence Ends	9/20/2023	3:00 PM

*The Town reserves the right to change the scheduled dates and times.

I.III GENERAL BACKGROUND

The Town is located in the southern portion of Miami-Dade County, Florida. The Town is comprised of approximately 10 square miles bounded by SW 184 Street to the north, US 1 Busway to the west, SW 232 Street to the south, and Biscayne Bay to the east. The Town abuts the Village of Palmetto Bay to the north and unincorporated Miami-Dade County to the west and south. The Town is currently characterized by established and developing residential communities and commercial development along US-1 and Old Cutler Road.

The Town was incorporated as the 35th municipality in Miami-Dade County in 2005. Since incorporation the Town population has grown from 39,000 (2005) to an approximately 45,000 (2020 Census) residents. Growth is expected to continue for the foreseeable future as housing developments are completed and others enter the planning phase. Despite the anticipated population growth for the next several years, the Town’s buildable land inventory for both residential and commercial use is very limited.

Residential uses occupy approximately 38 percent (2,500+ acres) of the Town’s total land area (6,523.1 acres), far exceeding the acreage in any other use. There are four (4) residential neighborhoods in the Town. 1) neighborhood west of Old Cutler Road that includes Cutler Ridge, Whispering Pines, Bel-Aire, and Pine Tree Manor, developed in



the 1950s and 1960s. 2) Saga Bay residential neighborhood located on the east side of Old Cutler Road, developed in the 1970s. 3) Lakes-by-the Bay residential neighborhood located east of Old Cutler Road and south of Saga Bay, development began in the 1980s. The last parcels are currently under construction or are approved future development. 4) Cutler Cay neighborhood is located north of Saga Bay, developed in the 2000s.

As indicated, the commercial uses are primarily located along the US-1 and Old Cutler Road corridors. Commercial uses occupy an estimated 265 acres (4.1%) of the Town land area, while office uses approximately 26.7 acres (.4%). Although commercial uses comprise a relatively small percentage of the Town's total land area, their prominent location makes them key to the Town's image and identity.

The other uses such as institutional, transportation, communication, parks, preservation and conservation areas, and undeveloped lands make-up approximately 57.5% of the Town's total land area.

The Town reserves the right to waive minor variations or irregularities in the Responses.

I.IV DEFINITION OF TERMS

Certain terms used in this document are defined as follows:

Proposal/Qualifications	The RFQ response documents submitted by the Consultant.
Proposer/Respondent	Any person, firm or corporation submitting a Proposal for work covered by these specifications or their duly authorized representative.
Agreement/Contract	The Professional General Planning Services Agreement to be executed by the Contractor and the Town for the scope of work.
Consultant	The person, firm, or corporation with who the Town has executed an agreement or contract for the scope of work.
Day(s)	Refers to calendar day(s).



Responsible Proposer	In order to be considered a “responsible” proposer, the Proposer must possess integrity as well as adequate equipment and personnel to do the work within the time limits that are established and adequate financial status to meet the obligations to perform the scope of work. The firm must not have defaulted on a prior contract or been disbarred by any agency.
Responsive Proposer	Any person, firm or corporation submitting a Proposal for the scope of work whose proposal packet is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative proposals for any items, unless alternatives are requested in the specifications.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Work/Scope of Services	The services required by the contract documents, including labor and materials.

I.V GENERAL INSTRUCTIONS

The following instructions are given for the purpose of guiding Proposers in properly preparing their proposals/qualifications. These instructions have equal force and weight with other portions of the specifications and strict compliance is required with all the provisions contained herein.

I.VI ELIGIBILITY

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the Consultant must have successfully provided within the past ten (10) years, within the State of Florida, services similar to those in the specifications of this RFQ. In addition, the Consultant's offices must be located within Miami-Dade, Monroe, or Broward County(ies). Each Contractor shall meet all legal, technical, and professional requirements for providing the requested services.

The respondents shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as ability to provide and maintain the system and/or services. The Town reserves the right to make investigations of the respondents' qualifications or any of its agents, as it deems appropriate.

I.VII RESPONSE/(QUALIFICATION PACKAGE) PREPARATION

Signed (One (1) original and three (3) bound photocopies of the response package) and one (1) readable/reproducible flash drive shall be submitted in one sealed package, clearly marked on the outside RFQ #23-08, GENERAL PLANNING SERVICES. The outside of the sealed envelope shall also show the name of the respondent.



All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by 3:00PM on August 22, 2023, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

NOTE: A "Mandatory" Pre-RFQ Response Meeting will be held on July 28, 2023 at 10:00AM. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Council Chambers, Cutler Bay, Florida 33189.

All responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

Each consultant shall submit one (1) original and three (3) bound photocopies of the response package and one (1) readable/reproducible flash drive. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11," printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given below. **The twenty-(20)-page limit** is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

1. A **one (1) page** cover letter indicating the Consultants' interest in providing the services to the Town and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A **one (1) page** table of contents identifying the sections and page numbers.
3. A **one (1) page**, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two (2) page** history of all the consultant(s).
5. **Up to four (4), one-page** resumes of the persons, including the Project Manager that will be assigned to the Town projects, if the Town selects the Consultant.
6. **Up to two (2), one-page**, a table showing all current and recently completed (after 1/1/2022) private and public (local municipal, county, regional and state) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes sub-consultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects if the list exceeds two-page limit.
7. **Up to two (2), one-page**, narratives on projects completed on time and in budget for the past five (5) years.
8. **Up to four (4), one-page**, descriptions of projects providing services similar to those identified in the scope of services over the last ten (10) years. The emphasis shall be



given to municipal projects AND the tasks performed by the four persons identified in the Response.

9. **Up to three (3), one-page**, copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed of the four persons identified in the Response.
10. **Six (6) pages**, completed Appendices A, B and C.

*(Note: Appendix pages **will not** be counted towards the twenty (20) page submittal limit.)*

11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms. Proof of Supporting Certificates and Insurance Certificates.

I.VIII Submission of Proposal

One (1) original and three (3) copies of the submittal packet, plus one (1) USB flash drive containing all documents shall be submitted no later than **AUGUST 22, 2023 at 3:00 PM (EDT)** to the Office of the Town Clerk (located at Cutler Bay Town Center 10720 Caribbean Blvd., Suite 105, Florida 33189) **in a sealed envelope which must be plainly marked on the outside:**

General Planning Services
RFQ. No. 23-08
Town of Cutler Bay
Office of the Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

Proposals will be publicly opened and read. All Proposers and/or their representative designees are invited to be present.

Proposals shall be typed or printed in ink. Use of erasable ink is not permitted. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile proposals will not be accepted.

It shall be the sole responsibility of the Proposer to ensure that the sealed proposal is submitted by the time and date specified. Any proposal received after the appointed time, whether by mail or otherwise, shall not be accepted under any circumstances. Such proposals will be returned to the vendor unopened. Any uncertainty regarding the time a proposal is received shall be resolved against the Proposer.

Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. If the Town determines that any Proposer has interest in more than one (1) proposal for work contemplated; all proposals in which such a Proposer is interested will be rejected. Proposer, by submitting this proposal, certifies that this proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment, or services and is in all respects, fair and without collusion of fraud.



I.IX CLARIFICATION AND ADDENDA

If any person contemplating submitting a proposal under this RFQ is in doubt as to the true meaning of the specifications or other documents (or any part thereof), the proposer must submit to the Office of the Town Clerk on or before **August 4, 2023 at 1:00 PM (EDT)**, and a request for clarification via fax (305) 234-4251 or via e-mail to mmelinu@cutlerbay-fl.gov. All such requests for clarification must be made in writing and the person submitting the request will be responsible for its timely delivery.

Any interpretation of the RFQ, if made, will be made only by Addendum duly issued by the Office of the Town Clerk. A copy of such Addendum will be posted on the Town's website under RFQ's. If the Town finds it necessary to add to or amend this document prior to the RFQ Response Submittal Deadline, the Town will issue a written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement and providing it with its Response Submittal Packet.

I.X CERTIFICATION

The signer of the Response to this RFQ must declare by signing the required appendices which state that the person(s), firm(s) and parties identified in the Response Submittal Packet are interested in and available for providing the full scope of 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 Submittal Packet has full authority to bind the person(s), firm(s) and parties identified in the Response.

I.XI ACCEPTANCE OR REJECTION OF PROPOSALS

All proposals submitted shall be valid for a period of forty-five (45) calendar days from the day of the proposal opening. However, any proposal may be withdrawn up until the time set for proposal opening. Any proposals not so withdrawn shall, upon opening, constitute an irrevocable offer for goods and services until accepted by the Town Council's Award.

Reasonable efforts will be made to either award the Contract(s) or reject all proposals within forty-five (45) calendar days after proposal opening date. A Proposer may not withdraw his proposal before the expiration of forty-five (45) calendar days from the date of proposal opening.

A Proposer may withdraw his proposal after the expiration of forty-five (45) days from the date of proposal opening by delivering written notice of withdrawal to the Office of the Town Clerk prior to award of contract by the Town Council.

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated.



The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

I.XII RETENTION OF RESPONSES

The Town reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Consultant is selected.

I.XIII EVALUATION METHOD AND CRITERIA

The selection committee will evaluate the responses based on the criteria and point value listed below.

Evaluation Criteria		Maximum Points
1.	Approach to Handling of Potential Projects & Timeliness Indicate Firms understanding of the Town’s needs and projects proposed.	20
2.	Qualification of Project Team Credentials and accomplishments of the proposed team (up to 4) members	25
3.	Previous Similar Projects & 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, and assisting in the administration of grants requirements.	25
4.	Qualifications of Firm To include years of municipal experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability and licenses.	20
5.	Submittal Package Compliance with the response preparation and submission requirements	10
TOTAL		100



SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION

A selection committee appointed by the Town Manager will review all submittals and may develop a short-list for oral presentations. If the Committee determines such presentations are required, a short-list consisting of no more than five (5) respondents will be invited to make such presentations.

All respondents and their teams shall be present at the assigned time for a twenty-(20) minute presentation followed by up to a twenty (20)-minute questions-and-answer session. The respondents are encouraged to be represented only by the Project Manager and key staff identified in the response. Additional details on the oral presentations may be provided to the short-listed respondents. If requested, the oral presentation will be worth twenty-five percent (25%) in the final scoring and the response will be worth (75%).

PROCESS OF SELECTION

The Town reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee, oral presentations and re-ranking of the qualified respondents, it is anticipated the Council will authorize negotiations with the top three (3) respondents. After successful negotiation of the Professional Service Agreement, the proposed agreement shall be presented to the Town Council with a recommendation for award and execution. If contract negotiations fail with any Proposer, the Town may undertake negotiations with the next most qualified firm.

INSURANCE

Prior to execution of an agreement with the Town, the successful Consultant shall provide certificates evidencing insurance coverage as required hereunder. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies. The Certificates shall clearly indicate that the successful Consultant has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the Town's representative. Compliance with the foregoing requirements shall not relieve the successful Consultant of its liability and obligations under the agreement.

The successful Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$2,000,000.00) per occurrence.

The successful Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$2,000,000.00) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the successful Consultant or by anyone directly employed by or contracting with the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000.00) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-



owned automobiles, including rented automobiles whether such operations be by the successful Consultant or by anyone directly or indirectly employed by the successful Consultant.

The successful Consultant shall maintain, during the life of the agreement, as law requires adequate Worker's Compensation Insurance and Employer's Liability insurance in at least such amounts as for all of its employees per Florida Statute 440.02.

The Consultant shall also maintain other required insurance coverage specific to the services to be provided.

I.XIV AWARD OF CONTRACT

Once the proposals are opened, a Selection Committee will evaluate the proposals and a recommendation will then be presented to the Town Manager.

It is the Town's intent to award the contract to three (3) Proposers. However, the Town reserves the right to award the contract to fewer or additional Proposers, if the Town deems it is in the Town's best interest.

The contract will be awarded only to a responsible Proposer(s) licensed and qualified by experience to perform the scope of work specified. The Proposer shall submit, prior to award of contract, satisfactory evidence of experience in similar work and that the proposer is fully prepared with the necessary organization, capital, and equipment to complete the full scope of work. Proposer shall be insured, licensed, and certified by all applicable Local, County and State agencies.

The Proposer warrants to the Town that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the contract.

This signed proposal is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the Town Council. Within five (5) business days after receiving Notice of Award the successful proposer shall submit a revised Certificate of Insurance naming the Town as additional insured for all liability policies.

The award is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their proposal, the name of any officer, director, partner, proprietor, associate, or agent who is also a public officer or employee of the Town or any of its agencies. Further, all Proposers must disclose the name of any public officer or employee of the Town who owns, directly or indirectly, an interest of five percent (5%) or more in the Officer's firm or any of its branches or affiliate companies.

I.XV CONTRACT TERM

This Agreement shall become effective upon the Effective Date and shall continue for a term of three (3) years, unless earlier terminated in accordance with Paragraph 4. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) one-year terms ("Renewal Option"). This Renewal Option may be



exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Consultant no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term.

The Consultant agrees that time is of the essence and the Consultant shall perform and complete the Work within the time frames as agreed upon by the Consultant and the Town Manager or his designee.

I.XVI COMPENSATION

The Town agrees to pay, and the Consultant agrees to accept, for satisfactory performance, as determined solely by the Town, of services rendered pursuant to this Agreement, including work as stipulated by the Professional Services Agreement and all preliminary and/or incidental work thereto, fees computed in accordance with the schedule of rates, or otherwise set forth in the Purchase Order for the specific work.

Reimbursement for reasonable and necessary expenses of the Consultant for postage, copying, long distance telephone calls, document reproduction, and authorized travel may be provided in accordance with the Purchase Order.

I.XVII NEGOTIATIONS

The Town reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee, oral presentations and re-ranking of the qualified respondents, it is anticipated the Council will authorize negotiations with the top three (3) respondents. After successful negotiation of the service agreement, the proposed agreement shall be presented to the Town Council with a recommendation for award and execution. If contract negotiations fail with any Proposer, the Town may undertake negotiations with the next most qualified firm. The Town and Consultant(s) shall subsequently negotiate specific project terms in accord with Florida Statute 287.055 after the short-list selection and service agreement is completed. Any award shall be subject to execution of an agreement in form and substance approved by the Town Attorney. In the event of a tie, the Contract will be awarded to the Prime Consultant with most years in business. Protest Procedures shall be as per Chapter 24, Article II, Sec.24-200 of the Town Code.

I.XVIII LAWS/ORDINANCES

The Proposer shall observe and comply with all Federal, State, Local and Municipal laws, ordinances, rules, and regulations that would apply to this Contract. Failure to familiarize the Proposer with applicable laws will in no way relieve the Proposer from responsibility.

I.XIX ERRORS AND OMISSIONS

The Town is not required to accept any request by any Proposer to correct errors or omissions in any calculations or price, after proposal is submitted. Proposals which are incomplete, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with the Request for Proposals may be rejected at the option of the Town. The Town does, however, have the option to waive technicalities and request further information or clarification.



I.XX WARRANTIES OF USAGE

No warranty is given or implied by the Town as to any components listed in this RFQ and are considered to be estimates for the purpose of information only. The Town reserves the right to accept all or any part of the proposal and to increase or decrease locations of Proposers proposal to meet additional or reduced requirements of the Town.

I.XXI ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the Consultant assign any monies due or to become due, without the previous written consent of the Town Manager or his designee.

I.XXII COLLUSION

The Proposer certifies that its proposal is made without previous understanding, agreement, or connection either with any previous firms or corporations offering a proposal for the same items, or with the Town. The Proposer also certifies that its proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

I.XXIII CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

Pursuant to Ordinance 06-11; Town Code Chapter 8A; Section 7.6 of the Town Charter, vendors of the Town are required to disclose any campaign contributions to the Office of the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

I.XXIV VENDORS' CAMPAIGN CONTRIBUTION DISCLOSURE

1. *General requirements:*

- a) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- b) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- c) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- d) If an existing vendor makes a contribution, the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.



- e) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. *Disqualification:*

- a) As per Section 7.6 of the Town Charter, if a Vendor of products or services who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a campaign contribution to a Town candidate and fails to disclose it then he/she/it shall be barred from selling any product or service to the town for a period of two years following the swearing in of the subject elected official.

I.XXV LOBBYIST REGISTRATION

Proposers must also comply with all Town Charter sections and Code Provisions that pertain to lobbyists, including Section 7.6 of the Town Charter and implementing ordinance(s), including Sec. 2-11(s) of the Town Code and Ordinance 07-02. Please contact the Town Clerk at (305) 234-4262 for additional information. Proposers shall complete a "Lobbyist Registration for Oral Presentation" form and all persons listed thereon shall be considered to be registered only for the purposes of the oral presentation, if any. Lobbyists are required to register and pay applicable fees prior to engaging in any other lobbying activity.

I.XXVI PUBLIC RECORDS LAW

The Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Florida State Statute, Chapter 119.

Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under 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 record 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 Town.

Upon request from the Town's custodian of public records, Consultant shall provide the Town 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.

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 Town. 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 Office of the Town Clerk, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town'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 disclosures requirements. Any compensation due to Consultant shall be withheld until all records are received as provided herein. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records:	Mauricio Melinu, Town Clerk, CMC
Mailing address:	10720 Caribbean Boulevard Suite 105 Cutler Bay, FL 33189
Telephone number:	(305) 234-4262
Email:	mmelinu@cutlerbay-fl.gov

I.XXVII CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Town "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town's Purchasing Ordinance, Town Ordinance 06-22. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Qualifications (RFQ), Request for Proposal ("RFQ") or Invitation to Bid (ITB), between:

- A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and
- The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

The Cone of Silence shall be imposed upon each RFQ, RFP and ITB after the advertisement of said RFQ, RFP, or ITB. The Cone of Silence shall terminate at the beginning of the Town Council meeting at which time the Town Manager makes his or her written recommendation to the Town Council. However, if the Town Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until the meeting at which the Manager's subsequent recommendation is before the Town Council.



The Cone of Silence shall not apply to:

1. oral communications at pre-proposal conferences.
2. oral presentations before selection or evaluation committees.
3. public presentations made to the Town Council during any duly noticed public meeting.
4. communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFQ or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request.
5. communications regarding a particular RFQ, RFQ or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFQ or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
6. communications with the Town Attorney and his or her staff.
7. duly noticed site visits to determine the competency of proposers regarding a particular Proposal during the time period between the opening of Proposals and the time the Town Manager makes his or her written recommendation.
8. any emergency procurement of goods or services pursuant to Town Code.
9. responses to the Town's request for clarification or additional information.
10. contract negotiations during any duly noticed public meeting.
11. communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, Proposer, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney at (305) 854-0800 for any questions concerning the Cone of Silence compliance.

I.XXVIII POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Mauricio Melinu, Town Clerk via e-mail to mmelinu@cutlerbay-fl.gov on or before **August 4, 2023** at 1:00 PM (EDT). The Town shall not be responsible for oral interpretations given by any Town employee or its representative

.[END OF SECTION]



SECTION II

II.I SCOPE OF SERVICES

The purpose of this section of the RFQ is to highlight the professional services to be provided under the General Planning Consulting Service contract by the three (3) rotating firms selected. The selected "Consultant(s)" will act as a technical resource for Town Staff. The selected "Consulting Team(s)" shall have the capability and experience to integrate basic planning practices (social, environmental and economic disciplines) to proactively engage residents and interested stakeholders in the Town's planning decision-making process. Further, these "teams" shall have the capacity, either through dedicated staff or pre-selected sub-consultants, to undertake planning activities related to sustainability, vulnerability, and stormwater analyses. The proposed technical staff should be composed of experienced certified planners (AICPs) with multi-disciplinary backgrounds that includes, but is not limited to, land use planning, project implementation, land development regulations, comprehensive planning, environmental planning, transportation planning, and economic analysis. The services would be project specific (including cost recovery assignments) and will be assigned on a work-order basis.

The following provides a description of the professional services that selected Consultant(s) shall be prepared to provide the Town under this contract.

1. General planning services
2. Concurrency Review
3. Land use and zoning analysis
4. Site plan review (including landscaping, and stormwater)
5. Transportation studies and traffic engineering
6. Environmental studies (Brownfield Redevelopment)
7. Plan and permit review (includes inspections services)
8. Natural and cultural resources assessments
9. Water resources planning
10. Public outreach support services

In addition, the Consultant(s) may be asked to assist the Town in project coordination meetings with other municipalities, regulatory agencies, developers, and local and state governments. Selected "Consultant(s)" must have readily available the technical capabilities and in-house resources to meet the requirements of this scope.

Scope of Work Professional Services

1. General Planning Services

Site Plan preparation or review; Growth Management Plan (Future Land Use Map) amendments and/or revisions; Land Development Regulations updates; drafting of zoning ordinances and resolutions; sustainability analysis; green master planning; annexation studies; neighborhood planning; and housing needs assessments.



2. Concurrency Review

Review the Town's existing comprehensive plan requirements and land development codes for adequate public facilities and services in conjunction with the recent legislative changes under Chapter 163.3180 F.S. and recommend adjustments or modifications. In addition, the report will analyze the potential costs and/or benefits to the Town of adopting adjusted levels-of-service standards for transportation, including Miami-Dade County policies that affect the Town's road network. The analysis and recommendations shall consider the cost and administrative impacts of specific concurrency requirements enumerated under Chapter 163.3180, Florida Statutes. The report will also recommend options for a Concurrency Management System. The Consultant will develop the option selected by the Town for implementation.

3. Land Use and Zoning Analysis

Prepare and/or review land use and zoning analysis to ensure that the Town's Growth Management Plan and Land Development Regulations (LDRs) are kept current with new growth and developments within the Town. Review development proposals to verify compatibility with the Town's concurrency thresholds and requirements set in the Growth Management Plan and adopted LDRs.

4. Site plan review (including landscaping, and stormwater)

Preparation and review of site, landscape, and stormwater plans, including review for compliance with the standards of the Town's Land Development Regulations and Town Stormwater Requirements.

Site plan review includes verification of compliance with all use, density, bulk, and supplemental standards which may be imposed through the Town's Land Development Regulations or through other sections of the Town Code, County Code, or state laws or regulations.

Landscape review includes tree selection, tree identification, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance. Landscape, tree, and irrigation inspection for new development projects.

Stormwater review includes review to ensure compliance with drainage and stormwater retention requirements established by the Town or County, as applicable, as well as floodplain review for new developments or redevelopments, in coordination with the Town's Public Works Department, which serves as the Town's stormwater and floodplain officials.

5. Transportation Studies and Traffic Engineering

Field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; signal timing analysis and design; traffic circulation studies; traffic calming studies; trip generation; forecasting and assignment; as well as pavement markings and signing. All traffic studies prepared or reviewed by the Selected Consultant(s) must be signed and sealed by a Professional Engineer registered in the State of Florida.



6. Environmental Studies (Brownfield Redevelopment)

Provide planning services that incorporates flood protection, coastal and fluvial processes, structural and non-structural shoreline management practices, including green infrastructure and environmental impact analysis. Field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

7. Plans and Permit Review (Including Inspections Services)

Review plans and permits for consistency with applicable building and zoning codes, fire codes and Americans with Disabilities Act requirements. Selected "Consultant(s)" personnel would work under the supervision of the Community Development Director and Building Official of the Town. The Consultant(s) will make recommendation(s) of approval to the Town Community Development Director and Building Official charged with issuing permits.

8. Natural and Cultural Resources Assessments

Natural infrastructure is the interconnected network of natural and undeveloped areas needed to maintain and support ecosystems. Identification of damage to natural infrastructure (also known as green or sustainable infrastructure) as a result of natural or man-made events. Identification of approaches applicable to the Town to preserve, conserve, rehabilitate or restore the area's cultural and natural resources. Development of a comprehensive plan and strategies to restore public recreational resources.

9. Water Resources Planning

Preparation of studies and/or plans to address local land use policies, local land use priorities, and water supply and quality priorities as it relates to water conservation. Evaluate the Town's adopted water conservation measures. Storm and floodwater management studies to protect receiving waters and the environment.

10. Public Outreach Services

Prepare communication strategies and/or protocols to engage Town residents and interested stakeholders in the planning process. Assist the Town staff coordinate events, project meetings and formal presentations for specific project or community functions sponsored by the Town.

.[END OF SECTION)



Section III

III.I RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

Four (4) signed (one (1) original and three (3) bound photocopies) plus one (1) USB containing all documents submitted. Responses shall be submitted in one (1) sealed package, clearly marked on the outside "RFQ No. 23-08 GENERAL PLANNING SERVICES The outside of the sealed envelope shall also show the name of the primary Consultant.

All sealed proposal submittal packages must be received at the receptionist's desk in the Town Hall lobby located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by 3:00 PM (EDT on August 22, 2023 at which time their receipt will be publicly documented by the Town Clerk or his designee(s).

All Responses must be received by the Town Clerk by the due date and time. All Responses received after the due date and time will not be considered.

III.II RESPONSE /PROPOSAL SUBMITTAL PACKET PREPARATION

Each consultant shall submit one (1) original and three (3) bound photocopies of the response package and one (1) readable/reproducible flash drive. Each Response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the Certificates and Appendices A, B and C. The sections shall follow the order given below. The twenty-(20)-page limit is for items 1 to 9 below, non-inclusive of Appendices. No material other than that listed in this Section shall be included in the Response.

1. A one (1) page cover letter indicating the Consultants' interest in providing the services to the Town and a statement on why the consultant should be selected for the award. The letter shall include the name of the Prime Consultant and those of the subconsultants, explanation of the type of contractual agreement between them, if different from that of Prime and subconsultant. A representative who is authorized to contractually bind the Consultant shall sign this letter.
2. A one (1) page table of contents identifying the sections and page numbers.
3. A one (1) page, proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A two (2) page history of all the consultant(s).
5. Up to four (4), one-page resumes of the persons, including the Project Manager that will be assigned to the Town projects, if the Town selects the Consultant.
6. Up to two (2), one-page, a table showing all current and recently completed (after 1/1/2022) private and public (local municipal, county, regional and state) sector clients of all the consultants. The table shall include for each client: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each client. If the Consultant team includes sub-consultant, there must be at least one project for each subconsultant. The Consultant may select suitable clients/projects, if the list exceeds two-page limit.



7. Up to two (2), one-page, narratives on projects completed on time and in budget for the past five (5) years.
8. Up to four (4), one-page, descriptions of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to municipal projects AND the tasks performed by the four persons identified in the Response.
9. Up to three (3), one-page, copies of any press articles, profiles, commendations, awards etc. The emphasis shall be given to the projects completed of the four persons identified in the Response.
10. Six (6) pages, completed Appendices A, B and C. (Note: Appendix pages ***will not*** be counted towards the twenty (20) page submittal limit.)
11. Proofs of authorization to transact business in the State from the Florida Secretary of State, from prime as well as supporting firms. Proof of Supporting Certificates and Insurance Certificates.

.[END OF SECTION)



SECTION IV

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE TOWN OF CUTLER BAY

AND

THIS AGREEMENT (“Agreement”) is made this ____ day of _____, 2023 (“Effective Date”) by and between the **TOWN OF CUTLER BAY, FLORIDA**, a Florida municipal corporation, (“Town”), and _____, a Florida _____ (“Consultant”).

WHEREAS, the Consultant will provide General Planning Services all as further set forth in the Proposal dated _____, 2023, attached hereto as Exhibit “A” (“Services”) as further defined below; and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services as specified below.

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

1. Scope of Services.

1.1. Consultant shall provide the Services set forth in Request for Qualifications No. 23-08 attached hereto as Exhibit “A” 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 to the Town.

2. Compensation and Payment.

2.1. Compensation for Services provided by Consultant shall be in accordance with the Fee Schedule attached hereto as Exhibit “B.”

2.2. Consultant shall deliver an invoice to the Town 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 Town shall pay the Consultant in



accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

3. Term.

3.1. This Agreement shall become effective upon the Effective Date and shall continue for a term of three (3) years, unless earlier terminated in accordance with Paragraph 4. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to three (3) one-year terms (“Renewal Option”). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Consultant no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term.

3.2. The Consultant agrees that time is of the essence and the Consultant shall perform and complete the Work within the time frames as agreed upon by the Consultant and the Town Manager or his designee.

4. Termination.

4.1. The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Consultant, or immediately with cause.

4.2. Upon receipt of the Town's written Notice of Termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

4.3. In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 4.4.

4.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, 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.

5. Town’s Responsibilities.

5.1. Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.

5.2. Upon Consultant’s request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.



6. Subconsultants.

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

7. Consultant's Responsibilities; Representations and Warranties.

- 7.1. 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 Work or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Work or Services.
- 7.2. 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 required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent Consultant of the Town. 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.
- 7.3. 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.

8. Consultant's Employees.

- 8.1. The Consultant shall at all times have a competent English-speaking supervisor who thoroughly understands the Work, who shall, as the Consultant's agent, supervise, direct and otherwise conduct the Work. Consultant's employees shall serve the public in a courteous, helpful, and impartial manner.
- 8.2. Consultant's employees shall wear a clean uniform and/or company identification that provides identification of the Consultant's company and/or the name of the employee.
- 8.3. Consultant shall, upon receipt of a written request from the Town, immediately exclude any employee of Consultant from providing Work under this Agreement.
- 8.4. The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.



8.5. All references in this Agreement to the Consultant shall include Consultant’s employees or sub-Consultant, wherever applicable.

9. Indemnification.

9.1. Consultant shall indemnify and hold harmless the Town, 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 acts, errors, or omissions arising out of the 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 Town 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.

9.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town 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 Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

10. Insurance.

10.1 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 Town, naming the Town 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 Town, its officials, employees, agents, and volunteers naming the Town as additional insured. Any insurance maintained by the Town 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 Town as it deems necessary or prudent.

10.1.1. Commercial General Liability coverage with limits of liability of not less than a \$2,000,000 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.

10.1.2. Workers Compensation and Employer’s Liability insurance, in at least such amounts as for all its employees, per Florida Statute 440.02. No employee, subconsultant or agent



of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

10.1.3. Business Automobile Liability with minimum limits of \$500,000 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.

10.1.4. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

10.2. Certificate of Insurance. The consultant shall provide the Town Manager with Certificates of Insurance for all required policies. 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 Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies 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 Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

10.3. Additional Insured. Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town 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 Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town 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.

10.4. Loss Payee. The Town is to be specifically named as a loss payee under the Consultant's Professional Insurance policy so that the Town will be a third party beneficiary entitled to receive all money payable under the relevant policy for any claims, damages, or losses in connection with, related to, or arising from Consultant's Services or performance pursuant to this Agreement.

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



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

11. Ownership and Access to Records; Audits.

11.1. 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 Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (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). Any architectural electronic files provided by the Consultant that do not contain an electronic seal are provided only for the convenience of the Town and use of them is at the Town’s sole risk. In the event of any defects in architectural electronic files or any discrepancies between the architectural electronic files and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

11.2. During the term of this Agreement and for three (3) years from the date of termination the Consultant shall allow Town representatives access, during reasonable business hours, to Consultant’s and, if applicable, sub-Consultant’s records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines the Consultant was paid for services not performed, upon receipt of written demand by the Town, the Consultant shall remit such payments to the Town.

12. Public Records.

12.1. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. The Town 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 Town.

12.2. Upon request from the Town’s custodian of public records, Consultant shall provide the Town 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.



- 12.3. 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 Town.
- 12.4. 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 Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town'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.
- 12.5. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 12.6. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 12.7. **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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Mauricio Melinu, CMC, Town Clerk, 10720 Caribbean Boulevard, Suite 105, Cutler Bay, FL 33189, (305) 234-4262, mmelinu@cutlerbay-fl.gov.**

13. Independent Contractor.

- 13.1. The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees.
- 13.2. Consultant further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide worker's compensation insurance for any employee or agent of Consultant rendering services to the Town under this Agreement.
- 13.3. 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.



13.4. All employees and sub-Consultants of the Consultant shall be considered to be, at all times, the sole employees or sub-Consultants of Consultant, under its sole discretion and not an employee, Consultant or agent of the Town.

14. Compliance with Laws.

14.1. The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement.

14.2. Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Consultant shall secure and maintain all licenses necessary for the provision of the Services.

15. Prohibition of Contingency Fees.

15.1. 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.

16. Public Entity Crimes Affidavit.

16.1. 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.

17. Nondiscrimination.

17.1. 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 to abide by all Federal and State laws regarding nondiscrimination.

18. Waiver.

18.1. 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.



19. Nonassignability.

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

20. Severability.

20.1. 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.

21. Survival of Provisions.

21.1. 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.

22. Counterparts.

22.1. 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.

23. Entire Agreement/Modification/Amendment.

23.1. 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.

23.2. 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.

24. Governing Law and Venue.

24.1. 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.

25. Attorneys' Fees and Waiver of Jury Trial.

25.1. 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.

25.2. 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.

26. Conflict of Interest.

26.1. 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 Town. The Town shall provide the Consultant 30 days' written notice upon discovery of any conflict of interest between the Town and Consultant. If the Consultant fails to remedy the conflict of interest within the 30-day notice period, the Town may, in its sole discretion, terminate this Agreement for cause pursuant to Paragraph 4 herein.

27. Protection of Property and Public Safety.

27.1. The Consultant shall continuously maintain adequate protection of all Work from damage and shall protect public and private property from injury or loss arising in connection with this Agreement.

27.2. The Consultant shall take all necessary precautions for the safety of employees or sub-contractors in the performance of the Work on, about or adjacent to the Work sites, and shall comply with all applicable provisions of Federal, State, and Local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, and building codes to prevent accidents or injury to persons on, about or adjacent to the work site where the Work is being performed.

28. Accident Prevention and Regulations.

28.1. Precautions shall be exercised at all times for the protection of persons and property. The Consultant and sub- Consultant shall conform to all OSHA, Federal, State, County and Town regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities, because of inadequacies to comply with these requirements, shall be borne solely by Consultant responsible for same.

29. Background Checks.

29.1. The Consultant will be responsible for maintaining current background checks on all employees and sub-Consultant employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.



30. Notices.

30.1. 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.

31. Agreement Documents.

31.1. The following documents shall, by this reference, be incorporated and made a part of this Agreement:

31.1.1. Agreement

31.1.2. Exhibit A: Scope of Work

31.1.3. Exhibit B: Fee Schedule

31.1.4. Exhibit C: Resume and Certifications

31.1.5. Exhibit D: Proof of Insurance

31.1.6. Exhibit E: Single Execution Affidavit

31.1.6.1. Americans with Disabilities Act Affidavit

31.1.6.2. Public Entity Crimes Affidavit

31.1.6.3. No Conflict of Interest or Contingent Fee Affidavit

31.1.6.4. Anti-Kickback Affidavit

31.1.6.5. Business Entity Affidavit

31.1.6.6. Anti-Collusion Affidavit

31.1.6.7. Scrutinized Company Certification

31.1.6.8. Drug-Free Workplace Certification

32. E-Verify Affidavit. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors/consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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 subconsultants; and has executed the required affidavit attached hereto and incorporated herein.

[THIS SPACE LEFT INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF CUTLER BAY

By: _____
Rafael G. Casals, ICMA-CM, CFM
Town Manager

By: _____
Name: _____
Title: _____

Town Resolution No.: _____

Attest:

Witness:

By: _____
Mauricio Melinu, CMC
Town Clerk

By: _____

Approved as to form and legal sufficiency:

Witness:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

By: _____

Addresses for Notice:

Town of Cutler Bay
Attn: Town Clerk
10720 Caribbean Blvd., Suite 105
Cutler Bay, FL 33189
305-234-4262 (telephone)
mmelinu@cutlerbay-fl.gov

Addresses for Notice:

_____(telephone)
_____(email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Chad Friedman, Esq.
Town of Cutler Bay Attorney
2800 Ponce de Leon Boulevard, Suite 1200
Coral Gables, FL 33134
305-854-0800 (telephone)
cfriedman@wsh-law.com (email)

With a copy to:

_____(telephone)
_____(email)



E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors/consultants doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town 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 subconsultants.

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:

 Witness #2 Print Name:

 Title:

 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 _____, 2023, 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



Town of Cutler Bay Professional Services Agreement
EXHIBIT A

PROPOSAL

The Scope of Services are those contained in the Proposal dated April 10, 2023 attached hereto and incorporated herein by reference.

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



Town of Cutler Bay Professional Services Agreement
EXHIBIT B

FEE SCHEDULE

The Consultant will provide the Services as detailed in the Scope of Services.

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



Town of Cutler Bay Professional Services Agreement
EXHIBIT C

RESUME AND CERTIFICATIONS

- Executive Summary of Experience and Qualifications
- Resume for Consultant
- Proof of Credential

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



Town of Cutler Bay Professional Services Agreement
EXHIBIT D

REQUIRED DOCUMENTATION

PROOF OF INSURANCE

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



**Town of Cutler Bay Professional Services Agreement
EXHIBIT E**

SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

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

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF CUTLER BAY AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have a FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

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 subconsultant, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Consultant 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/proposal 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/proposals or applies to bid/proposal 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 vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 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.

Consultant Initials

No Conflict of Interest or Contingent Fee Affidavit

1. Consultant warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation.
2. Consultant 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.
3. Further, Consultant acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Consultant should the Consultant be selected for the performance of this contract.

Consultant Initials

Anti-Kickback Affidavit

No portion of the sum herein bid/proposal will be paid to any employees of the Town, its elected officials, and/or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Consultant Initials

Business Entity Affidavit

Consultant hereby recognizes and certifies that no elected official, board member, or employee of the Town 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 Town employee, nor any elected or appointed officer (including Town board members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Consultant or Vendor, and further, that no such Town 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 Vendor or Consultant. Material



interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Consultant. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Consultant recognizes that with respect to this transaction or bid/proposal, if any Consultant violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Consultant may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

Consultant Initials

Anti-Collusion Affidavit

1. Consultant has personal knowledge of the matters set forth in its bid/proposal and is fully informed respecting the preparation and contents of the attached bid/proposal and all pertinent circumstances respecting the bid/proposal;
2. The bid/proposal is genuine and is not a collusive or sham bid/proposal; and
3. Neither the Consultant nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Consultant, firm, or person to submit a collusive or sham bid/proposal, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Consultant, firm, or person to fix the price or prices in the attached bid/proposal or of any other Consultant, or to fix any overhead, profit, or cost element of the bid/proposal price or the bid/proposal price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed Contract.

Consultant Initials

Scrutinized Company Certification

1. Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants 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 Consultant certifies that it and its subconsultants 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 Town may immediately terminate the Agreement that may result from this RFQ at



its sole option if the Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants 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 Consultant 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.

Consultant Initials

Drug-Free Workplace Certification

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that it does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Consultant 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: _____

ACKNOWLEDGMENT

State of Florida
County of _____

On this _____ day of _____, 2023, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.
Witness my hand and official seal:

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

.[END OF SECTION)



SECTION V

V.I PROPOSAL REQUIREMENTS CHECKLIST

Proposer has attached all documents listed in the checklist as provided and any other pertinent information.

Appendices	Title	Form Attached?	
		Yes	No
-	Consultant's Proposal Package: Including one (1) original, three (3) copies and one (1) USB drive.		
A	Proposal Confirmation		
B	Indemnification Clause		
C	Non-Collusive Affidavit		
D	Drug-Free Workplace Form		
E	Sworn Statement on Public Entity Crimes		
F	RFQ Addendum Acknowledgement Form		
G	Anti-Kickback Affidavit		
H	Proof of Insurance		
I	Certification Regarding Scrutinized Companies		



APPENDIX C

Non-Collusive Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

_____ (Proposer/ Consultant) being first duly sworn deposes and says that:

- a. S/he is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
- b. S/he is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c. Such Proposal is genuine and is not collusive or a “sham” Proposal;
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By:

PROPOSER/ CONSULTANT

Signed, sealed, and witnessed in the presence of:

By:

By:

Print Name: _____

Print Name: _____



APPENDIX C (Continued)
Acknowledgement

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority personally appeared to me, well known, and known by me to be, the person described herein and who executed the foregoing affidavit and acknowledged to and before me that _____ (Owner, Partner, Officer, Representative or Agent), executed said affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX D

Drug-Free Workplace Form

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ (Business Name), does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will obey by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Printed Name



APPENDIX E

Sworn Statement on Public Entity Crimes SECTION 287.133(3)(a), FLORIDA STATE STATUTES

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

1. This sworn statement is submitted to the Town of Cutler Bay

By _____
Print Name and Title

For _____
Print Business Name Submitting Sworn Statement

Whose business address is:

And (if applicable) its Federal Employer Identification Number (FEIN) is _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9)(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 the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.
4. I understand than an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any 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.



APPENDIX E (Continued)

Sworn Statement on Public Entity Crimes

SECTION 287.133(3)(a), FLORIDA STATE STATUTES

- c. 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.
5. 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 Proposals or applies to Proposal 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, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement [indicate which statement applies].

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ This 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 vendor list. [Attach a copy of the final order]



APPENDIX G
Anti-Kickback Affidavit

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Proposal will be paid to any employees of the Town of Cutler Bay, its elected officials, and _____ (Business Name) or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By _____
Print Name and Title

For _____
Print Business Name Submitting Proposal

Sworn and subscribed before me on this ____ day of _____, 2023.

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____



APPENDIX H
Proof of Insurance

[THIS SPACE LEFT INTENTIONALLY BLANK – TO BE COMPLETED AT TIME OF AWARD]



APPENDIX I

Certification Regarding Scrutinized Companies

SECTION 287.135, FLORIDA STATE STATUTES

1. Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Consultant or its subconsultants are found to have submitted a false certification; or if the Consultant, or its subconsultants 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 Consultant certifies that it and its subconsultants 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 Town may immediately terminate the Agreement that may result from this RFQ at its sole option if the Consultant, its affiliates, or its subconsultants are found to have submitted a false certification; or if the Consultant, its affiliates, or its subconsultants 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 Consultant 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.
4. 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.

Signed, sealed and delivered by:

SIGNATURE

PRINT NAME AND TITLE

PRINT BUSINESS NAME

Signed, sealed, and witnessed in the presence of:

By:
Witness No. 1

By:
Witness No. 2

Print Name: _____

Print Name: _____



APPENDIX I (Continued)
Certification Regarding Scrutinized Companies
SECTION 287.135, FLORIDA STATE STATUTES

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

On this ____ day of _____, 2023, before me the undersigned, personally appeared _____, who is (who are) personally known to me or who has produced _____ as identification, and who did (did not) take an oath, whose name(s) is/are subscribed to the within instrument, and s/he/they acknowledge that s/he/they executed it.

Witness my hand and official seal:

Notary Public Signature

[State of Florida at Large Notary Seal]

Notary Printed Name

Commission Number: _____

Commission Expiration Date: _____

[END OF DOCUMENT]