



**REQUEST FOR QUALIFICATIONS (RFQ)  
RFQ No. 2022-02**

**CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT  
AND FLOOD HAZARD MITIGATION PLAN**

**TOWN OF SURFSIDE  
MIAMI-DADE COUNTY, FLORIDA**

January 3, 2022

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## **PUBLIC NOTICE**

**REQUEST FOR QUALIFICATIONS (RFQ) No. 2022-02**

### **CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD MITIGATION PLAN**

**NOTICE IS HEREBY GIVEN** that the Town of Surfside (“Town”) is soliciting qualifications for Engineering and Related Professional Services for the **CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD MITIGATION PLAN** in Surfside, Florida. Interested firm/individuals (“Proposer(s)”) may pick-up a copy of the Request for Qualifications (“RFQ”) No. 2022-02 from the Town Clerk’s Office, Town Hall, 9293 Harding Avenue, Second Floor, Surfside, Florida, 33154, or may download it from the Town’s website at [www.townofsurfside.fl.gov](http://www.townofsurfside.fl.gov). The RFQ contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, four (4) hard copies, and one (1) electronic copy on a USB drive of the completed and executed qualifications must be delivered no later than **February 17, 2022 at 2:00 PM** (“Submission Deadline”), to the following address:

**Town of Surfside Town Hall  
Town Clerk’s Office  
9293 Harding Avenue  
Surfside, Florida, 33154.**

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager or his designee.

The envelope containing the sealed Proposal must be clearly marked as follows:

**“SEALED PROPOSAL  
RFQ NO. 2022-02  
CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD  
MITIGATION PLAN**

**OPENING DATE AND TIME/SUBMISSION DEADLINE: February 17, 2022 at 2:00 PM**

A **Pre-Proposal Submission Conference** is scheduled for **January 13, 2022 at 11:00 AM** at the Town Commission Chambers, 9293 Harding Avenue, Surfside, Florida. All Proposers planning to submit qualifications are required to attend this meeting. Proposers should allow enough time to ensure arrival prior to the indicated time. The doors to the room will be closed and the meeting will start promptly at the appointed time. Those arriving after the doors have closed will not be considered in attendance. Qualifications from those who have failed to attend

will not be accepted.

All persons attending the pre-submission conference may ask questions or seek clarification regarding this RFQ via the procedures outlined below. Any questions or clarifications concerning the proposal specifications must be received by Sandra N. McCready, M.M.C. Town Clerk, no later than **5:00 PM, January 14, 2022**. Any questions regarding RFQ No. 2022-02 are to be submitted either in writing directly to Sandra N. McCready, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: smccready@townofsurfsidefl.gov. Any questions received by the Clerk after the stated deadline will be disregarded. All questions received by the Clerk prior to the stated deadline shall be answered via an Addendum to this RFQ and circulated to all registered Proposers.

Please note this project is funded in part with federal dollars. The U.S. Department of Housing and Urban Development has awarded Community Development Block Grant – Mitigation (CDBG-MIT) funds to Florida Department of Economic Development for activities authorized under Title I of the Housing and Community Development Act of 1974 (42 United States Code (U.S.C.) 5301 et seq.) and described in the State of Florida Action Plan for Disaster Recovery. The Town of Surfside has entered into an agreement with Florida Department of Economic Opportunity (agreement # MT033) to administer these mitigation disaster recovery funds.

The Town shall solicit, evaluate and award the contract in a manner consistent with the federal guidelines set forth by HUD as well as the Stat of Florida’s Consultants’ Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes. The Town intends to enter into an agreement with the successful Proposer to provide the **CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD MITIGATION PLAN** in Surfside, Florida.

The Town reserves the right to cancel this solicitation, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. “Cone of Silence,” as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for qualifications (“RFQ”) between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town commissioners, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee. Please contact the Town Clerk and/or Town Attorney with any questions on the Cone of Silence.

Date Issued: January 3, 2022

## **TOWN OF SURFSIDE, FLORIDA**

### **REQUEST FOR PROPOSAL (RFQ) NO. 2022-02**

#### **CDBG-MIT TOWNWIDE DRAINAGE IMPROVEMENT AND FLOOD HAZARD MITIGATION PLAN**

##### **1.1 INTRODUCTION**

The Town of Surfside, Florida (“Town”), a municipality located in Miami-Dade County, Florida, requests qualified Engineering and Related Professional Services Firms (“Proposers”) to submit Qualifications pursuant to the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes, to provide CDBG-MIT Townwide Drainage Improvement and Flood Hazard Mitigation Plan Services.

##### **1.2 BACKGROUND**

The Town of Surfside is soliciting sealed RFQ packages from highly qualified, capable firms to provide Professional Engineering and Related Services to complete a Townwide Drainage Improvement and Flood Hazard Mitigation Plan which is supported by the U.S Department of Housing and Urban Development (HUD) programs such as Community Development Block Grant – Mitigation (CDBD-MIT) disaster recovery funds.

The Town is located on a low-lying barrier island in northeast Miami-Dade County, Florida, situated between Miami Beach to the south and Bal Harbour Village to the north, and is bounded on the east by the Atlantic Ocean, on the west by Biscayne Bay, on the south by 87<sup>th</sup> Terrace, and on the north by 96<sup>th</sup> Street. As such, the Town is susceptible to flooding due to tides, high water table, and low-lying grounds. Drainage improvements were completed by the Town in 2013 under a FEMA grant to address water quality issues prior to discharge to the Bay. While the project did provide quantity/conveyance/storage improvements incidental to the quality improvements, that was not the primary focus of the project.

In addition, in 2020, the Town contracted an engineering firm to provide a review of a previously completed drainage study related to standing water in the Abbott Avenue roadway that occurred frequently during common rain events. The firm provided options and solutions to the drainage problems on Abbott Avenue located between 90<sup>th</sup> Street and 96<sup>th</sup> Street and evaluated and assessed existing stormwater drainage conditions in the area and prepared a report with options for improvements to resolve issues and reported ponding and setting water. However, this focused project did not tackle the greater townwide drainage improvement and flood hazard mitigation planning work needed to assess all storm drainage improvement needs.

A drainage improvement and flood hazard mitigation plan would contribute to the enhancement of the existing system needed to mitigate flooding from heavy rainfall and to ensure the Town’s resilience against storm surge and sea-level rise. The eventual upgraded system will benefit the Surfside’s 5,800 residents, as well as the neighboring communities of Bal Harbour and Miami Beach, whose storm water systems are tied into Surfside’s. The need for enhancement of this drainage system has been established in assessments by the Town’s Public Works Department,

engineering and planning consultants and the 2018-2020 Sustainability and Resiliency Committee.

The drainage improvement plan for the Town of Surfside will build on the work done in 2013 and 2020, to enhance the towns drainage system. It will also complement two more recent projects: the town’s storm water master plan and a flood risk assessment that focuses on the potential future repercussions of sea-level rise and intensified hurricanes. The storm water master plan and the future flood risk assessment will be considered in developing the drainage system improvements plan, ensuring that the recommended improvements both address current flooding challenges and prepare the town for future ones. The townwide drainage improvement and flood hazard mitigation plan is the culmination of all these other past projects and the backbone of Surfside’s long-term strategy for future-proofing the Town against growing flood hazards in the most cost-effective way possible.

**1.3 PROJECT DESCRIPTION**

The project is a townwide project, hence, the location of the work covers a study and planning analyzing all drainage improvement needs within the boundaries of the Town. The Town is located on a low-lying barrier island in northeast Miami-Dade County, Florida, situated between Miami Beach to the south and Bal Harbour Village to the north, and is bounded on the east by the Atlantic Ocean, on the west by Biscayne Bay, on the south by 87<sup>th</sup> Terrace, and on the north by 96<sup>th</sup> Street.

**1.4 SCOPE OF SERVICES**

The Town may engage a highly qualified firm to perform any of the services listed below while ensuring proper execution and compliance with Federal, State, and Local rules, regulations, and CDBG-MIT disaster recovery program intent. A copy of the sub-recipient agreement the State’s action plan can be provided upon request. All services shall comply with the U.S. Department of Housing and Urban Development (HUD) and Florida Department of Economic Opportunity guidelines. The successful firm shall be qualified to perform the following services (“Services”):

Phase 1 (Mandatory Services).

- a. Conduct mapping and data collection to include, reviewing all previously completed Town of Surfside drainage studies and reports provided for work completed between 2013 and 2020. Town historical studies and reports will be provided to the Proposer upon selection.
- b. Evaluate and assess the existing drainage system and flood hazard conditions within the Town of Surfside, create a stormwater model.
- c. Prepare a townwide drainage improvement and flood hazard mitigation plan to resolve and mitigate flooding issues throughout the town.
  - i. Each option should include an Engineer’s estimate for the construction of the improvements, including a breakdown of the direct and indirect costs.

- ii. As part of this process, the successful proposer should assume multiple staff meetings as well as Commission Meeting updates including the receipt of feedback and adjustments as directed as well as presentations to both Staff and Commission which may require follow up meetings and presentations at both Staff and Commission Meetings.
    - iii. The Town Commission may accept, modify in any way or reject the proposed solution. If the Town rejects or modifies the proposal in any way, then the successful proposer will take that direction and return to Commission with a revised proposed solution in line with Commission and Staff feedback. This process may continue until the project is accepted or canceled.
  - d. Compile Project Documentation required for HUD CDBG-MIT reimbursement.
  - e. Document change(s) in scope or additional work per HUD CDBG-MIT compliance for reimbursement.
2. Phase 2 (Optional Services). At the discretion of the Town, the successful qualified firm may be requested to provide any or all of the following additional services:
- a. Collection, review, and confirmation of all as-builts required to complete the scope of work in its entirety;
  - b. Creation of all plans, specifications and other design documents, ensuring that all are in accordance with all local, county, state and federal laws, regulations and rules;
    - i. All plans, specifications and other design documents must be submitted to the Town for review and feedback at 30%/60%/90% and final bid documents.;
  - c. Preparation, coordination, management and all work associated with permitting;
  - d. Completion of all survey work required to complete the entirety of the scope of services;
  - e. Any and all geotechnical engineering as required by any design or permitting requirements, including, but not limited to any information required to design and set structures, pipe, drainage wells or any other required appurtenances;

Preparation and management of a Request for Proposals (RFP) for the construction for the selected option/solution;

- f. Post-design services as needed;
- g. Assistance with any grant application that may be applicable to the project;
- h. Project, bidding, permitting and construction management services, including project closeout; and
- i. Construction engineering and inspection (CEI) services.

The Town reserves the right to approve all services related to all optional services.

All Services shall be performed and completed in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Codes, and all other applicable codes and standards governing the Services and the work. The applicable edition of each code shall be that edition which is adopted and in effect at the time of filing of the last permit application governed by each code or standard. In addition, all federal grant requirements, including the incorporated Attachment “F” HUD CDBG-MIT SUPPLEMENTAL POLICIES AND PROCEDURES, must be complied with.

## **1.5 SUBMITTAL REQUIREMENTS**

Any Proposer wishing to provide the services described in Section 1.4 above must submit one (1) original, four (4) additional complete hard copy submittals, and one (1) electronic copy on a USB drive. Submittals shall be tabbed by Section and as thorough and detailed as possible so that the Town may properly evaluate the qualifications and capabilities of respective firms to provide the required services.

All submittals must meet or exceed the specifications and requirements provided in this RFQ.

All submittals by Proposers shall contain no more than twenty-five (25) double-sided pages plus data sheets.

Proposers should prepare their submittals using the following format. Proposers shall label, tab and organize proposal submittal documents utilizing the following format as outlined below. All attachments as requested shall be inserted in the back of each corresponding section.

In preparing your proposal, proposer should assume that the Town has no previous knowledge of their services or capabilities. Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent’s capabilities regarding the specific work to be performed pursuant to this solicitation. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only.



Letter of Transmittal: The response format shall contain a letter of transmittal. The Letter of Transmittal will summarize in a brief and concise manner the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work. Provide a statement indicating the proposer's interest in, knowledge of, and resources necessary to provide the services described in this RFQ. An agent authorized to contractually bind Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The transmittal letter shall not exceed two pages in length.

Tab 1: Technical Approach / Implementation Schedule.

Provide in concise narrative form, your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project.

The proposer should describe its approach to the project and the technical and design challenges of this scope of work and schedule. The proposer shall also demonstrate how their experience on projects with similar scope and complexities will be implemented in this project. Specifically, the proposer shall present the innovative design solutions applied in their previous projects and how these solutions could be incorporated in the Town of Surfside's. Give an overview on your proposed vision, ideas and methodology. As part of the project approach, the proposer shall propose a scheduling methodology (timeline) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project. Provide examples of ideas / innovative recommendations you may offer.

Tab 2: Company Qualifications / Project Experience.

Firms shall provide a brief profile of their company, which should include their history, firm's years of experience, locations of their corporate and satellite offices, location of their project team, corporate structure, ownership interest, and the length of company's existence. Indicate the company's number of years of experience in providing services with other governmental entities in the State of Florida. List all Florida Clients within the last three (3) years with client name and dates of contract (from and to).

Firms shall be fully licensed with all applicable and required licenses, including government licenses, certifications and related authorizations from Miami-Dade County, the Town, and any other governing governmental regulatory authorities. The firm should include details about these licenses and include copies of these documents with their submission.

This RFQ encourages proposers to be innovative and provide new designs or ideas which may further enhance or improve this initiative. Proposers must provide documentation in demonstration of your company's previous completed projects and ability to satisfy the needs of the Town of Surfside initiative. Completed projects must be innovative and reflective of state-of-the art and innovative drainage solutions. Proposers are to include sketches or renderings of completed projects, along with detailed descriptions of their innovative qualities.

References should be of projects with similar scope as listed in this RFQ. Provide references

for five (5) drainage and/or stormwater engineering projects. Information should include:

- Client Name, address, contact person telephone and FAX numbers and e-mail addresses;
- Description of work;
- Year the project was completed; and
- Total cost of the construction estimated and actual.

Tab 3: Experience as a DBE/WBE/SBE Certified Firm or working with Certified Firms

The Town of Surfside is committed to increasing contracting and subcontracting opportunities with disadvantaged, minority-owned, and women-owned enterprises, in order to promote their growth, capacity-building, and economic success. In this section provide a summary of the firm's certification status as a DBE/SBE/WBE (if applicable), intent to subcontract with a certified subconsultant, past experience subcontracting certified subconsultants, successful measures to work with or attempt to work with a certified firm on previous projects.

In accordance with 2 C.F.R. § 200.321, firms shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Be sure to explain how the affirmative steps, to include the below, will be utilized when selecting subcontractors:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Tab 4: Project Team, Experience and Team Organizational Chart.

Provide a summary of the experience and qualifications of the firm's team and individuals who will be involved on this project. In addition, list the tasks, if any, that will be subcontracted out and provide a summary of the experience and qualifications of the lead personnel for each sub-consultant that will oversee performing this work. Provide an Organization Chart.

In addition, firms will need to describe any prior engagements in which the firm and/or the firm's sub-consultants assisted a governmental entity in dealings with HUD\CDBG\CDBG-

MIT Review requirements. Firms should demonstrate a minimum of three (3) years of experience in providing professional engineering and related services for drainage improvement and hazard mitigation plan development projects; and demonstrate an expert level understanding in working with HUD\CDBG\CDBG-MIT.

Tab 5: Insurance.

Provide a statement agreeing to obtain (prior to award) Insurance with coverages as detailed in the RFQ. A certificate of insurance indicating that the firm has coverage in accordance with the requirements herein set forth may be furnished by the firm to the Town along with their qualification data. The Town of Surfside must be named as an additional insured on all policies prior to entering into an agreement.

Tab 6: Other Information

Provide any information pertinent to this project that will provide insight to the evaluators about the qualifications, fitness and abilities of the proposer (please limit this information to two pages).

Tab 7: Addenda (if applicable)

All addenda issued pursuant to this solicitation must be acknowledged and submitted as part of the proposal package.

Tab 8: Previous Work.

List all contracts which the Proposer has performed for the Town of Surfside, if any. The Town will review all contracts the Proposer has performed for the Town. As such, the Proposer must list and describe all services and work performed for the Town of Surfside and include for each project:

- a) Name of the Town Department which administers or administered the contract;
- b) Description of work;
- c) Total dollar value of the contract;
- d) Dates covering the term of the contract;
- e) Town contact person and phone number;
- f) Statement of whether Proposer was the prime contractor or subcontractor, and
- g) The results of the project.

Tab 9: Attached Forms.

- Attachment A - Proposer's Certification Form
- Attachment B - Sworn Statement Pursuant to Section 287.133(3)(A) Florida Statutes, On Public Entity Crimes
- Attachment C - Non-Collusion Affidavit
- Attachment D - Anti-Kickback Affidavit
- Attachment E – Drug-Free Workplace
- Attachment F – HUD CDBG Supplemental Policies and Procedures

**1.6 PROPOSAL SECURITY**

N/A

## 1.7 MANDATORY PRE- SUBMITTAL CONFERENCE

A Pre-RFQ Submittal Conference is scheduled for **January 13, 2022 at 11:00 AM** at the Town of Surfside Community Center, 9301 Collins Avenue, Surfside, Florida. Please be advised that due to the declared state of emergency for the COVID-19 health pandemic, the meeting may occur virtually via zoom and notice, and instructions will be provided by the Town Clerk. All Proposers planning to submit proposals are required to attend this meeting. Proposers should allow enough time to ensure arrival prior to the indicated time. The doors to the room will be closed and the meeting will start promptly at the appointed time. Those arriving after the doors have closed will not be considered to be in attendance. Proposals from those who have failed to attend will not be accepted. All persons attending the pre-submission conference will receive the answers to all questions asked or submitted.

## 1.8 ADDITIONAL INFORMATION OR CLARIFICATION; ADDENDA

Requests for additional information or clarifications must be received by Sandra N. McCready, M.M.C. Town Clerk, no later than **5:00 PM, January 14, 2022**. Any questions regarding RFQ No. 2022-02 are to be submitted either in writing or via e-mail directly to Sandra N. McCready, Town Clerk, in accordance with the deadline for receipt of questions also specified in the Public Notice Section of this RFQ. The request for additional information and clarification must contain the RFQ number and title, Proposer's name, name of Proposer's contact person, address, phone number, and e-mail.

Written requests for additional information or clarifications to this RFQ shall be addressed directly to Sandra N. McCready, M.M.C., Town Clerk, at: **Town Clerk's Office, Surfside Town Hall, 9293 Harding Ave., Second Floor, Surfside, Florida 33154**.

Emails requesting additional information or clarifications for this RFQ must be received by Sandra N. McCready, M.M.C., Town Clerk, at the following email: [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov). The request shall include, at a minimum, the RFQ number and title, the Proposer's name, the name of Proposer's contact person, address, phone number, and email.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal deadline. All persons attending the mandatory pre-proposal conference will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFQ or in any written addendum to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

## 1.9 SELECTION AND AWARD OF AGREEMENT

- 1) The award of the Agreement will be to the entity the Town determines possesses adequate qualifications in the best interest of the Town and most advantageous to the Town taking into account the evaluation criteria set forth below and whose Proposal complies with the requirements of the RFQ. In no case will the award be made until all necessary investigations have been made into the responsiveness and responsibility of the Proposer(s) and the Town Manager is satisfied that the Proposer is qualified to perform the Services and has the necessary experience, ability, organization, capital and equipment to carry out the Services in accordance

with the specifications of this RFQ.

- 2) Proposals submitted will be evaluated by a Selection Committee ("Selection Committee") consisting of members appointed by the Town Manager, who will review submissions and provide a recommendation to the Town Commission.
- 3) The Selection Committee shall select in order of preference and rank the three (3) top firm(s) it deems the most highly qualified to perform the required services using evaluation factors including, but not limited to, those as set forth below. The rankings and recommendations of the Committee will be given to the Town Commission for consideration and approval at a Commission meeting. The Town Manager and Town Commission shall have the final authority to select the firm and award the Agreement. After selection of the firm by the Town Commission, the Town will negotiate pricing and terms for the Agreement with the selected firm, which will incorporate the major terms and conditions contained in this RFQ. Upon reaching mutually agreeable terms with the selected firm, the Agreement for the selected firm shall be presented to the Town Commission for final approval.

3) **Qualification Evaluation.**

The Selection Committee shall examine the documentation submitted in the Proposal to determine the responsiveness of each Proposer. Failure to provide the required information may disqualify any such Proposal as non-responsive and such Proposal may not be considered. The Selection Committee will disqualify any Proposers that make false statements. The evaluation of proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer, as well as other information reasonably available to the Town. The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer to perform the Services and the Proposer furnish the Town with all such information and date for this purpose as the Town may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers, make townwide site visits, interview references, obtain credit reports, or any other action it deems necessary to fairly evaluate all Proposers. The Selection Committee may at its sole discretion reject a Proposer or qualify a Proposer.

4) **Evaluation.**

The Selection Committee will evaluate and rank each Proposal in each of the categories listed below. Qualifications will be evaluated and ranked based on, among additional factors, the following:

- a. Depending on the number of qualifications submitted, the Selection Committee may short-list the Proposers to three (3), and then interview and rank those top three (3) Proposers.

- b. The Proposal ranked one (1) will be recommended by the Selection Committee to the Town Commission for award of the Agreement.
- c. The Town Commission may consider the selection of a Proposer based upon the recommendation of the Selection Committee, and will make the final selection and award of the proposer.
- d. The Selection Committee evaluation and award shall be made to the responsible Proposer(s) whose Statement of Qualifications is determined to be the most qualified and advantageous to the Town, taking into consideration the evaluation factors set forth below:

<b>Criteria</b>	<b>Percentage</b>
<b>Qualifications of Firm:</b> To include years of experience, ability, capacity and skill of firm(s) and personnel to perform, including timeliness, stability and availability, licenses, insurance, etc.	<b>30</b>
<b>Qualification of Project Team:</b> To include experience and qualifications of key personnel that will be assigned to the Town's project.-	<b>20</b>
<b>Technical Approach to the Projects &amp; Timeliness</b> Indicate Firm's understanding of proposed needs and projects proposed by the Town, technical approach, including incorporation of resiliency elements, timeline for implementation,	<b>35</b>
<b>Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)</b> To include current certification status as a DBE/SBE/WBE, intent to subcontract with a certified subconsultant, past experience subcontracting certified subconsultants, successful measures to work with or attempt to work with a certified firm on previous projects.	<b>5</b>
<b>Previous Similar Projects &amp; References</b> Experience and background in providing similar services or projects and past performance, including, but not limited to, client references, familiarity with local regulatory agency procedures and requirements, federal procedures and requirements and assisting in the administration of grants requirements.	<b>10</b>
<b>Total</b>	<b>100</b>

- 5) The Town will select the most qualified Proposer whose proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that it deems to be most qualified, in the best interest of the Town and most advantageous in accordance with the criteria and requirements

set forth in this RFQ.

- 6) If the Town selects a Proposal, the Town will provide a written notice of award to the successful Proposer, who meets the requirements and criteria of this RFQ, and the Town may negotiate and enter into an agreement during the agreement negotiation process at compensation which the Town determines is fair, competitive and reasonable.
- 7) If the successful Proposer to whom an agreement is awarded forfeits the award by failing to execute the agreement, the Town may, at the Town's sole option, discontinue negotiations with the Proposer, award the agreement to the next ranked Proposer and proceed to negotiate an agreement with compensation which the Town determines is fair, competitive and reasonable, reject all proposals or re-advertise for the Services.
- 8) If the Town and selected Proposer are unable to negotiate a mutually acceptable agreement, the Town may terminate negotiations and begin negotiations with other qualified firms. This process may continue until an agreement has been executed or all proposals have been rejected. No Proposer shall have any rights in the project or against the Town arising from such negotiations.
- 9) The Town will request, accept and consider proposals for the fees or compensation to be paid under the agreement only during competitive negotiations with the selected proposer, in accordance with Section 287.055, Florida Statutes.

#### **1.10 AGREEMENT EXECUTION**

- 1) Until final award and execution of an Agreement, the Town reserves the right to cancel this solicitation, reject any and all proposals, with or without cause; to waive any informality or irregularity; or to accept the Proposal which is in the best interest of the Town.
- 2) Upon acceptance of a Proposal and award of the Agreement, the successful Proposer shall deliver the executed Agreement, along with required bonds, insurance and any other items requested, to the Town within 10 days. Failure to do so will be deemed as a breach of agreement by the Proposer and result in forfeiture of proposal security as may be required in this RFQ.
- 3) The award of the Agreement, if it is awarded, will be to the lowest responsible and responsive proposer whose proposal best serves the interests of, and represents the best value to, the Owner pursuant to the criteria set forth in this RFQ, and the Charter and Code of the Town of Surfside, and whose proposal shall comply with the requirements of this RFQ.
- 4) Time is of the essence for this project and the time frames set in the proposal, if set by the proposer, will be accorded weight by the Town in the determination of the best proposal.
- 5) In no case will the award be made until all necessary investigations have been made into the responsibility of the Proposer and until the Town is satisfied that the proposer is qualified to perform the Services and has the necessary organization, capital, and equipment to carry out the provisions of the agreement to the satisfaction of the Town within the time specified.

## 2.0 INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are required to submit QUALIFICATIONS in accordance with the requirements of this RFQ.

### **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

Proposers shall complete all required forms and information as set forth in this RFQ.

The entire set of documents, together with all attachments hereto, constitutes the RFQ. Each Proposer must return these documents with all information required and necessary for the Town to properly analyze the response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed. All responses to this RFQ shall be returned in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope, prior to the stated deadline.

Proposers must provide a response to each requirement of the RFQ. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity.

**CONE OF SILENCE.** Notwithstanding any other provision of these specifications, the provisions of the Town "Cone of Silence" are applicable to this transaction. The "Cone of Silence", as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, contractor, bidder, lobbyist, or consultant, and the Town Commission, 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 RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid.

The Cone of Silence shall terminate at time the Town Manager makes his or her written recommendation to the Town Commission. However, if the Town Commission refers the Town's Manager's recommendation back to the Town Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Town Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

1. Oral communications at pre-proposal/pre-bid conferences.
2. Oral presentations before selection or evaluation committees.
3. Public presentations made to the Town Commission during any duly noticed public meeting.
4. Communications in writing at any time with any town employee, unless specifically prohibited by the applicable RFP, RFQ, or bid documents. The bidder 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 RFP, RFQ, or bid between a potential vendor, service provider, contractor, bidder, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process of such RFP, RFQ or bid, 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 townwide site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the 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, contractor, bidder, 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 Clerk and/or Town Attorney for any questions concerning the Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Town Commission and/ or Town Manager

## **2.1 EXAMINATION OF DOCUMENTS AND TOWNWIDE SITE**

- 1) Proposers shall visit the Town and become familiar with the nature and extent of Services and work to be performed and local conditions that may affect the Services.
- 2) The Solicitation Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information throughout the Town. The Proposer is not relieved, however, of the responsibility of becoming fully informed as to existing conditions of the Town.
- 3) Proposers shall examine existing Town improvements, and conditions, utilities, and streets to determine all conditions which will affect the Services.

## **2.2 SUBSTITUTIONS**

- 1) N/A

## **2.3 SUBMISSION RECEIPT/WITHDRAWAL/CHANGES**

- 1) Sealed proposals will be accepted in accordance with the instructions detailed in this RFQ. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than the submission deadline to the exact address indicated in this RFQ. The Town reserves the right to accept or reject late submitted qualifications, in the sole discretion of the Town Manager or his designee.
- 2) A Proposer may withdraw his proposal at any date and time prior to the time the proposals are scheduled to be opened but may not be resubmitted. Proposals may not be modified after submittal. After proposal opening, no proposal may be cancelled or modified.

## **2.4 DISCREPANCIES, ERRORS, AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to Sandra N. McCready, MMC, Town Clerk. Should it be necessary, a written addendum will be issued and incorporated to the RFQ. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

## **2.5 DISQUALIFICATION**

The Town reserves the right to disqualify proposals before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.6 CAPITAL EXPENDITURES**

The selected Proposer understands that any capital expenditures (costs and expenses) that the selected Proposer makes, in order to prepare and submit the proposal or in performance of the Services required in this RFQ are business risks and may not be recoverable by the proposer. The Town, however, is not and shall not pay or reimburse any capital expenditures or any other expenses incurred by any Proposer.

## **2.7 PERFORMANCE OF THE SERVICES**

- 1) The Project Team shall be identified in the RFQ response.

## **2.8 PERFORMANCE BOND AND PAYMENT BOND**

- 1) N/A

## **2.9 HOLD HARMLESS AND INDEMNIFICATION**

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any

injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposers, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

## **2.10 INSURANCE REQUIREMENTS**

The selected proposer shall secure and maintain throughout the duration of the agreement, insurance of the type and in the minimum amount specified below and shall demonstrate its ability to do so:

Comprehensive General Liability ("CGL") insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.

Professional Liability insurance, with minimum limits of Two Million Dollars (\$2,000,000) per occurrence, combined single limit and Two Million Dollars (\$2,000,000) aggregate.

Worker's Compensation, as required by law, together with no less than \$1,000,000 for Employer's Liability.

Business Automobile Liability which shall include coverage for all owned, non-owned and hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.

## **2.11 SUB-CONSULTANTS**

If the Proposer elects to sub-contract with any firm, for any portion of the work, the Proposer shall be responsible for all work performed by any sub-contract and the Proposer shall not be relieved of any obligations under this Agreement. At any time, the Town may, at its discretion, require any Proposer to submit all relevant data required to establish to the satisfaction of the Town, the reliability and responsibility of the proposed sub-consultant to furnish and perform the work proposed. Prior to the award of the Agreement, the Town will notify the Proposer in writing if the Town, after due investigation, has reasonable and substantial objection to any person or organization proposed as a sub-contract. The Proposer then may, at his option, withdraw their RFQ Package, or submit an acceptable substitute at no increase in price. If the Proposer fails to submit an acceptable substitute within seven (7) days of the original notification, the Town then may disqualify the Proposer, at no cost to the Town.

The Town reserves the right to disqualify any Proposer, Proposer, Sub-Consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality. Sub-Consultants and other persons and organizations proposed by the Proposer and accepted by the Town, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the Town.

In an emergency declaration, it is the intent of the Town to ensure that Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) have equal opportunity to receive and participate in Federal assisted contracts and also uphold the following standards:

- To ensure non-discrimination in the award and administration of Federal assisted contracts;
- To create a level playing field on which DBEs can compete fairly for Federal assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To help remove barriers to the participation of DBEs in Federal assisted contract: and
- To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

If the Proposer is not a DBE/MBE/WBE firm the Proposer entering into an agreement for this project must meet the following criteria:

1. Achieve DBE/MBE/WBE participation by using DBE/MBE/WBE Sub-Consultants  
OR
2. If unable to utilize DBE/MBE/WBE certified Sub-Consultants, must be able to submit documentation detailing the Good Faith Efforts made in utilization of potential DBE/MBE/WBE Sub-Consultants.

The Section 3 program of the Housing and Urban Development (HUD) Act of 1968 requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Section 3 is a provision of the HUD Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. If the Proposer is not a Section 3 firm the Proposer entering into an agreement for this project must make Good Faith Efforts to utilize Section 3 Sub-Consultants; by visiting the following website and obtaining a current list of Section 3 business enterprises in the closest metropolitan area available:

<https://portalapps.hud.gov/Sec3BusReg/BRegistry/SearchBusiness>

**2.12 LAWS AND REGULATIONS**

1) Each proposer and the selected proposer shall comply with all applicable laws and regulations of the Federal Government, State of Florida, and local ordinances of Miami-Dade County and the Charter and Code of the Town of Surfside in the preparation and submittal

of a proposal in response to this RFQ and in the performance of the Services and any agreement awarded as a result of this RFQ. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town local business receipts for businesses which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (10) mile radius of the Town's corporate limits.

2) Trench Safety Act: The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project. In compliance with current State of Florida statutes, the Proposer shall provide documentation required by the Florida Trench Safety statute to the Owner, in conjunction with the Proposal submission.

3) In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, the successful proposer selected is required to certify the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

## **2.13 RESERVATION OF RIGHTS**

- 1) The Town reserves the right to:
  - a. Accept any or all responses, waive any immaterial defect or informality in any responses to this RFQ, or to cancel or postpone this RFQ process AT ANY TIME; to reject any or all responses in whole or in part; or to reissue an RFQ for the Services described herein;
  - b. Accept the Proposer who will, in the Town's sole discretion, best serve the interests of and represent the best value to the Town;
  - c. Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town;
  - d. Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
  - e. Investigate the Proposer's qualifications or those of its agents, as it deems appropriate;
  - f. Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews);
  - g. Waive any of the conditions or criteria set forth in this RFQ;

- h. Decide whether to select a firm based on submission received in response to this RFQ or whether to hold interviews with the firms the Town deems best qualified for the project.
- 2) The Town is under no obligation to return the Qualifications.
- 3) The Town will not be liable for any costs incurred by a proposer in the preparation of the response to this RFQ.
- 4) Each Proposal shall be prima facie evidence that the respective Proposer has full knowledge of the scope, nature, quantity and quality of the Services to be performed; the detailed requirements of the specifications; and the conditions under which the Services are to be performed.
- 5) Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- 6) The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of this RFQ.

## **2.14 ATTACHMENTS**

The Exhibits to this RFQ are as follows:

Attachment “A” – Proposer’s Certification

Attachment “B” - Public Entity Crime Affidavit

Attachment “C” - Non-Collusive Affidavit

Attachment “D” - Anti-Kickback Affidavit

Attachment “E”- Drug Free Workplace Affidavit

Attachment “F” – HUD CDBG-MIT Supplemental Policies and Procedures

**ATTACHMENT "A"**

**PROPOSER'S CERTIFICATION**

I have carefully examined the RFQ and any other documents accompanying or made a part of this RFQ.

I hereby propose to furnish the services specified in the RFQ. I agree that my Statement of Qualifications will remain firm for a period of 180 days from the date of submittal in order to allow the Town adequate time to evaluate the Statements of Qualifications.

I certify that all information contained in this Statement of Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Statement of Qualification on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this Statement of Qualifications is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Statement of Qualifications I for the same service; no officer, employee or agent of the Town of Surfside or any other Proposer is interested in said Statement of Qualifications; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I understand that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

\_\_\_\_\_  
*Name of Business*

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Name and Title, Typed or Printed*

\_\_\_\_\_  
*Mailing Address*

\_\_\_\_\_  
*Notary Public*

\_\_\_\_\_  
*City, State, Zip Code*

STATE OF \_\_\_\_\_

**ATTACHMENT "B"**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES**

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

\_\_\_\_\_

by

\_\_\_\_\_

for

\_\_\_\_\_

whose business address is

\_\_\_\_\_

\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN)

\_\_\_\_\_

(If the entity had 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(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(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, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(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. 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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

       (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

       (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

       (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attached is 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 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. 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 THE

CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

Proposer's Name: \_\_\_\_\_

STATE OF FLORIDA )  
 )ss.

COUNTY OF MIAMI-DADE )

The foregoing Form was acknowledged before me this \_\_\_\_\_, as day of, 2022, by of \_\_\_\_\_, a \_\_\_\_\_, on behalf of said corporation. He/She personally appeared before me and is personally known to me.

■ NOTARY SEAL

Notary: \_\_\_\_\_  
Print Name \_\_\_\_\_  
Notary Public, State of Florida \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT "C"**

**NON-COLLUSION AFFIDAVIT**

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

The undersigned being first duly sworn as provided by law, deposes, and says:

**1.1.** This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.

**1.2.** The undersigned is authorized to make this Affidavit on behalf of, \_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc.)

a corporation duly organized and existing under the laws of the State of \_\_\_\_\_  
which he is \_\_\_\_\_ (Sole Owner, Partner, President, etc.)

**1.3.** Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.

**1.4.** This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or QUALIFICATIONS of any other Proposer; and all statements contained in the proposal or QUALIFICATIONS described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

\_\_\_\_\_  
**AFFIANT'S NAME**

\_\_\_\_\_  
**AFFIANT'S TITLE**

\_\_\_\_\_  
Name of Proposer

The foregoing Affidavit was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
\_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a Florida corporation, on behalf of said corporation. He/She  
personally appeared before me and is personally known to me.

NOTARY SEAL

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires: \_\_\_\_\_

**ATTACHMENT "D"**

**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 to be paid for the Services will be paid to any employees of the Town of Surfside, its elected officials, and/or its design Contractors, 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: \_\_\_\_\_

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

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_

**ATTACHMENT "E"**

**DRUG-FREE WORKPLACE**

The undersigned Proposer (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:

*(Name of Company)*

- 1) Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, 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, Florida Statutes 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.

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.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Witness my hand and official notary seal/stamp at day and year written above

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as \_\_\_\_\_ of \_\_\_\_\_ an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this\_day of, 2022.

---

My Commission Expires:  
NOTARY PUBLIC

## ATTACHMENT "F"

### HUD CDBG-MIT SUPPLEMENTAL POLICIES AND PROCEDURES

All procurements made in whole or in part with CDBG funds must comply with the applicable Federal requirements found in 24 CFR Part 85.36 (referred to as the "Common Rule"). The goal in using these procurement procedures is to achieve maximum open and free competition.

The Town of Surfside, a recipient of CDBG funds, is required to adopt written procurement procedures for CDBG projects, as required in 24 CFR Part 85.36(b). Since the current local procurement procedures are less stringent than those described in the chapter reference, the Town shall use the more stringent of the two thereby adhering to these Supplemental Policies and Procedures.

The Town of Surfside adheres shall follow all CDBG Federal procurement requirements when administering CDBG related funds. The regulations concerning competitive bids for all non-State grantees and for State's that have elected to follow 2 CFR Part 200 procurement regulations are as follows:

- §200.319(e) The non-Federal entity should keep procurement records to demonstrate the prequalified list of firms is current, includes enough qualified sources to ensure maximum open and free competition, and demonstrates potential bidders were not precluded from qualifying during the solicitation period.
- § CFR 200.320(b)(2) The non-Federal entity should maintain procurement records to demonstrate the RFQ was advertised with sufficient notice for receipt of responses, proposals were solicited from an adequate number of qualified sources, awarded to the responsible firm whose proposal was most advantageous to the program.
- §200.320(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
  - §200.320(d)(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
  - §200.320(d)(2) Proposals must be solicited from an adequate number of qualified sources;
  - §200.320(d)(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
  - §200.320(d)(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
  - §200.320(d)(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/ engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase



other types of services though A/E firms are a potential source to perform the proposed effort.

*Competitive RFQs for architectural and/or engineering services are, as provided in §200.320(d)(5), the one type of procurement where “price is not used as a selection factor.” This does not mean that price cannot be included as a selection criterion, but it does not have to be.*

In addition, all other requirements, and recommendations for procurement of such solicited competitive bids will be followed by the Town, including:

- Broad advertisement and distribution of RFQ with a goal of receiving a minimum of three responses.
- Adequate time for individuals and firms to prepare their responses.
- A clear statement of the required elements of the RFQ.
- Conformance between the evaluation criteria public in the RFQ and those used by the evaluation committee of the Town.

The Town with all CDBG funds will follow standards of conduct governing the performance of its employees engaged in the award and administration of federally funded contracts. No employee, officer or agent of the Town or contracted firms shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his immediate family,
- (iii) His or her partner, or
- (iv) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The Town or contracted firms' officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements. The Town and its contracted firms may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Town's and contracted firm's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

The Town and its contracted firms will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. The following conditions will also be adhered to by any and all selected and contracted firm(s):

Use of Funds - All contracts, services, purchasing, and activities must conform to U.S Department of Housing and Urban Development regulations, funding assistance for this project is through the Department's Community Development Block Grant Disaster Recovery Program. Firms and their counsel should be familiar with the full range of CDBG and CDBG-DR compliance requirements.

Debarment Certification - The firm must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

(a) Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$100,000 and is cumulative amount from all federal funding sources).

(b) Any procurement contract for goods and services, regardless of amount, under which the firm will have a critical influence on or substantive control over the transaction.

In addition, no contract may be awarded to any firm or subcontractors who are ineligible to receive contracts under any applicable regulations of the State.

Accessibility – The firm shall comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.

Civil Rights Compliance - The firm shall comply with Miami-Dade County and Florida civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

Non-discrimination - The Town and its contracted firms shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

Davis-Bacon – Does not apply to architectural and engineering RFQs.

Duplication of Benefits - The firm must document all funds obtained from any source from the date of the disaster until the date of this proposal, if applicable.

Affirmative Action - The firm shall furnish and cause each of its own subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) – The firm that applied or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded

from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Equal Opportunity Employment – The firm shall comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Disadvantaged, Women- and Minority-Owned Businesses (DBE/W/MBE) - The firm will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of federally funded contracts. As used in these supplemental policy document, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The firm may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

Section 3 - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of any agreement, shall be a condition of the Federal financial assistance provided under the principal agreement and binding upon the Town, the firm and any of the firm's subcontractors. Failure to fulfill these requirements shall subject the Town, the firm, and the firm's subcontractors to sanctions.

Prohibition against Eminent Domain - Firm may not undertake any involuntary acquisition of property in connection with this project unless the Town of Surfside has given its advance written consent.

### **Other Program Requirements**

<b>Requirements</b>	<b>Federal Regulations</b>	<b>Other References</b>
1. Federal Labor Standards <ul style="list-style-type: none"> <li>- Davis-Bacon</li> <li>- Copeland Act (Anti-kickback)</li> <li>- Contract Work Hours and Safety Standards</li> </ul>	24 CFR 570.603; 29 CFR Parts 1, 3, and 5	Section 110, Housing and Community Development Act of 1974 (HCDA); 40 U.S.C. 276a-276a-5; 40 U.S.C. 276c; 40 U.S.C. 327 <i>et seq.</i>
2. Equal Employment Opportunity	24 CFR 570.601-602, 24 CFR 570.607, 41 CFR 60	Executive Orders 11246 and 12086, 12 U.S.C. 1701u
3. List of Debarred or Ineligible Contractors	24 CFR 570.609, 24 CFR 24	
4. Non-Discrimination	24 CFR Part 8, 24 CFR 570.601, 24 CFR 570.602	Section 504 of Rehab. Act of 1973, Americans with Disabilities Act of 1990, Exec. Order 11063
5. Fire Safety Codes		Local
6. Building, Housing, and Zoning Codes; Housing Quality Standards	24 CFR 570.208(b)(1)(iv) and (b)(2)	Local
7. Lead-Based Paint	24 CFR 570.608, 24 CFR 35	42 U.S.C. 4821 <i>et seq.</i>
8. Lump Sum Drawdowns	24 CFR 570.513	
9. Environmental/Historic Preservation/National Environmental Policy Act/Flood Insurance Requirements <ul style="list-style-type: none"> <li>- Siting Near Airports and Coastal Barrier Resources</li> <li>- Fish and Wildlife Protection</li> <li>- Flood Plain</li> <li>- National Historic Preservation</li> <li>- Noise Abatement &amp; Control</li> <li>- Wetlands</li> <li>- Air Quality</li> <li>- Coastal Zones</li> <li>- Endangered Species</li> <li>- Thermal/Explosive Hazards</li> <li>- Flood Insurance</li> </ul>	24 CFR 570.503(b)(5)(i), 24 CFR 570.604, 570.202, 24 CFR 58  Ref. At 24 CFR 58.6  See reference at 24.CFR 58.5570.605, 58.6	Sec. 104(g), HCDA          42 U.S.C. 4001 <i>et seq.</i>
10. Relocation, Real Property Acquisition, and One-For-One Housing Replacement <ul style="list-style-type: none"> <li>- Uniform Relocation Act</li> <li>- Residential anti-displacement and relocation assistance</li> <li>- One-for-One Replacement</li> </ul>	24 CFR 570.201(i), 570.606, 49 CFR 24,  24 CFR 570.606(c)(1)	Sect. 104(d) and 105(a)(11) of HCDA, <a href="http://www.hud.gov/relocation">www.hud.gov/relocation</a>
11. Definition of Computation of Units of Services	24 CFR 570.503(b)(1)	IDIS instructions
12. Section 108 Loan Guarantees	24 CFR 570.700-570.709	Sec. 108 of HCDA
13. Byrd Anti-Lobbying Amendment	31 U.S.C. §1352	44 CFR 18
14. Applicable Credits		A-87