

**TOWN OF SURFSIDE**

**REQUEST FOR  
QUALIFICATIONS**



**RFQ No. 2023-02  
DESIGN SERVICES FOR THE  
SURFSIDE MEMORIAL**

**The Town of Surfside Commission:**

**Mayor Shlomo Danzinger  
Vice Mayor Jeffrey Rose  
Commissioner Fred Landsman  
Commissioner Marianne Meisheid  
Commissioner Nelly Velasquez**

Town of Surfside  
9293 Harding Ave  
Surfside, Florida 33154

**ISSUE DATE: June 13, 2023**

**RFQ OPENING DATE: August 3, 2023**

**RFQ OPENING TIME: 2:00 P.M**

## PUBLIC NOTICE

**NOTICE IS HEREBY GIVEN** that the Town of Surfside (“Town”) is soliciting qualifications from qualified professionals to provide design services (the “Services”) for the Surfside Memorial Project (the “Project”). Interested firms (“Respondents”) may pick-up a copy of the Request for Qualifications (“RFQ”) No. 2023-02 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.townofsurfsidefl.gov](http://www.townofsurfsidefl.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 **August 3, 2023, at 2:00 PM**, 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 Response must be clearly marked as follows: **“SEALED RESPONSE, RFQ NO. 2023-02 DESIGN SERVICES FOR THE SURFSIDE MEMORIAL, OPENING DATE AND TIME/SUBMISSION DEADLINE: August 3, 2023 at 2:00 PM.”** The Town Clerk shall certify the time of acceptance.

A **non-mandatory pre-conference meeting** will be held on **June 29, 2023, at 11:00 AM EST** at the Town of Surfside, Town Hall, 9293 Harding Ave, Surfside, FL 33154. Respondents planning to submit qualifications are encouraged to attend this meeting. Respondents should allow enough time to ensure arrival prior to the indicated time. All persons attending the pre-conference meeting may ask questions or seek clarification regarding this RFQ via the procedures outlined below. Any questions or clarifications concerning the Response specifications must be received by Sandra McCready, M.M.C., Town Clerk, no later than 5:00 PM, July 5, 2023. Any questions regarding RFQ No. 2023-02 are to submit either in writing directly to Sandra McCready, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154, or via email to: [smccready@townofsurfsidefl.gov](mailto: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 Respondents.

The Town shall solicit, evaluate and award the contract in a manner consistent with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes. The Town intends to enter into an agreement with the successful Respondent to provide design services for the Town of 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 Respondents 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: June 13, 2023

## TABLE OF CONTENTS

<u>SECTION</u>
Section 1: Information for Respondents
Section 2: Scope of Services
Section 3. Submission Requirements & Evaluation
Section 4. Attachments
Attachment A: Memorial Committee Notes
Attachment B: Professional Services Agreement Sample
Attachment C: Single Execution Affidavits
Attachment D: Respondent's Information Form

**SECTION 1  
INFORMATION FOR RESPONDENTS**

**1.1 INTRODUCTION**

The Town of Surfside (the “Town”), a municipality located in Miami-Dade County, Florida, pursuant to Florida Statutes §287.055, the Consultants’ Competitive Negotiation Act (“CCNA”), as may be amended, hereby requests qualifications from qualified design firms (“Respondents”) for the selection of one qualified design firm (the “Consultant” or “Respondent”) to perform architectural, engineering, and landscape design services (the “Services”) for the Surfside Memorial Project (the “Project”).

Florida law requires the Town to make a determination of a respondent’s qualifications to perform the Services prior to engagement. The information used in this request for qualifications (“RFQ”) will be used by the Town to make its determination. The Town intends to award a contract to the selected Consultant to provide the Services contemplated in this RFQ. The contract will be negotiated pursuant to the CCNA.

**1.2 SCHEDULE OF EVENTS**

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

	<b>DESCRIPTION</b>	<b>DATE*</b>	<b>TIME* (EST)</b>
1	Advertisement/ Distribution of RFQ / Cone of Silence Begins	06/13/2023	N/A
2	Pre-Conference Meeting (Non-Mandatory)	06/29/2023	11:00 AM
3	Deadline to Submit Questions	07/05/2023	5:00 PM
4	Deadline to Submit RFQ Response	08/03/2023	2:00 PM
5	RFQ Opening & Evaluation of RFQ Responses	TBA	TBA
6	RFQ Short List Announced & RFP Provided to Short List Firms	TBA	TBA
7	Deadline to Submit RFP (Responses/Design Package)	TBA	TBA
8	Oral Presentation – Short Listed Firms	TBA	TBA
9	Announcement of Selected Firm / Cone of Silence Ends	TBA	TBA

**1.3 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 Respondents 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 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 Attorney for any questions concerning the Cone of Silence compliance.

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

- 1.4 DISADVANTAGED BUSINESS OR SMALL BUSINESS ENTERPRISE (DBE/SBE), MINORITY BUSINESS ENTERPRISE (MBE) AND WOMEN BUSINESS ENTERPRISE (WBE).** 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 accordance with 2 C.F.R. § 200.321, the successful Respondent shall take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps for the Successful Respondent to take regarding subcontractors must include: 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.
- 1.5 ADDENDA.** If the Town finds it necessary to add to, or amend this RFQ prior to the Response submittal deadline, the Town will issue written addenda/addendum. Each Consultant must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Response.
- 1.6 CERTIFICATION.** By submitting a Response to this RFQ, the signer of the Response declares that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response. By submitting a Response, the Consultant shall certify that it has fully read and understood this RFQ and the Response method and has full knowledge of the scope, nature, and quality of work to be performed.
- 1.7 ECONOMY OF PREPARATION.** Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to fulfill the requirements of the RFQ.
- 1.8 INTERVIEWS.** The Town reserves the right to short-list Consultants and conduct personal interviews or require presentations by any or all Consultants prior to ranking, or at any time during the evaluation process, or at the Town Commission Meeting where selection and award is made.
- 1.9 RESPONSES BINDING.** All Responses submitted shall be binding upon the Respondent for 365 calendar days following opening.

- 1.10 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Town in connection with Responses shall become property of the Town and shall be deemed to be public records subject to public inspection.
- 1.11 RESPONSE DISCLOSURE.** Upon opening, Responses become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Responses received from Respondents in response to this RFQ will become the property of the Town and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the Town.
- 1.12 RESPONSE WITHDRAWAL.** Respondents may withdraw their Responses by notifying the Town Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their Responses in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned Responses. Responses, once opened, become the property of the Town and will not be returned to the Respondents.
- 1.13 RETENTION OF RESPONSE.** The Town reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Consultant is selected.
- 1.14 REQUESTS FOR INFORMATION/CLARIFICATION.** The Town, independently or upon request, may furnish additional information related to this RFQ so as to clarify any provision contained herein and/or to facilitate Responses. The Town has made efforts to provide accurate and complete information in this RFQ. The Town shall not be penalized in any way for the lack of any information deemed necessary by any responding firm. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their Responses. Any and all questions or requests for information or clarification pertaining to this RFQ must be made in writing via email to Sandra McCready, Town Clerk, [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov), by no later than July 5, 2023, by 5:00 PM EST, as described in the Schedule of Events. Requests may be submitted in person or via email. Once all requests have been received a summary of all questions and responses will be sent to all Firms.
- 1.15 EXAMINATION OF DOCUMENTS AND SITE.** Respondents may visit the Project site and become familiar with the nature and extent of Services to be performed and local conditions that may affect the Services. The Solicitation Documents were prepared to present an essentially accurate representation of existing conditions, interpreted from available information on the project site. The Respondents is not relieved, however, of the responsibility of becoming fully informed as to existing conditions at the project site. Respondents shall examine existing site improvements, and conditions, utilities, and streets to determine all conditions which will affect the Services.
- 1.16 IRREGULARITIES & RESERVATION OF RIGHTS.** Responses will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all Responses, reject a Response which is in any way

incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Responses received after the deadline provided in this RFQ will not be considered.

The Town reserves the right to award one or more contract(s) to the Consultant who will best serve the interests of the Town and whose is considered by the Town to be the most qualified Respondent whose bid meets the requirements and criteria set forth in this RFQ. Notwithstanding, the Town may, at its sole discretion, reject all Responses and cancel the solicitation, in which case no award will be made.

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 Consultant, including officers, principals, senior management and supervisors, as well as the staff identified in the Response.

Respondents shall furnish additional information as the Town may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The Town reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.17 **LOBBYIST REGISTRATION.** Respondents must comply with the Town’s lobbyist regulations after Cone of Silence has been lifted. Please contact the Town Clerk for additional information.
- 1.18 **RESPONSE/PRESENTATION COSTS.** The Town shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFQ, nor subsequent inquiries or presentations relating to its Response.
- 1.19 **LATE SUBMISSIONS.** Responses received by the Town after the time specified for receipt will not be considered. They will be marked “LATE” and returned unopened. Responses received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Responses shall be decided in the favor of the Town. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Statements of Qualifications. The Town shall not be responsible for Statements of Qualifications received after the submittal deadline and encourages early submittal.
- 1.20 **COMPLETENESS.** All information required by this RFQ must be supplied to constitute an acceptable and complete Response.
- 1.21 **PERMITS, TAXES, LICENSES.** The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.22 **LAWS, ORDINANCES.** The Consultant shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.



- 1.23 TERMS OF ENGAGEMENT; PROFESSIONAL SERVICES AGREEMENT.** The selected Respondent(s) should be prepared to execute an agreement in substantially the form of the Professional Services Agreement provided in Attachment “B” to this RFQ (the “Contract”), provided that the Town may elect a different form of contract. The terms of the Contract may be negotiated upon selection of Consultant.
- 1.24 CONSULTANT PERFORMANCE EVALUATION.** At the end of the Project, the Consultant will receive a performance evaluation from the Town based on the quality of the Services rendered by Consultant and the results of the Project.
- 1.25 BONDS.** The selected Consultant must, prior to performing any portion of the Work or Services and within three (3) days of the Effective Date of the Contract, deliver to the Town the Bonds required to be provided by Respondent hereunder and the Professional Services Agreement (collectively, the “Bonds”). The Town, in its sole and exclusive discretion, may also require other bonds or security, in order to guaranty that the awarded contract with the Town will be fully and appropriately performed and completed. The surety providing such Bonds must be licensed, authorized, and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570). The cost of the premiums for such Bonds shall be included in the contract price. If notice of any change affecting the scope of services/work, the contract price, contract time, or any of the provisions of the Contract is required by the provisions of any bond to be given to a surety, the giving of any such notice shall be the selected Consultant’s sole responsibility, and the amount of each applicable bond shall be adjusted accordingly. If the surety is declared bankrupt or becomes insolvent or its right to do business in Florida is terminated or it ceases to meet applicable law or regulations, the selected Consultant shall, within five (5) days of any such event, substitute another bond (or Bonds as applicable) and surety, all of which must be satisfactory to the Town.
- 1.25.1 PERFORMANCE BOND.** If this provision is selected, the selected Consultant must deliver to the Town a performance bond in an amount equal to 100 percent of the price specified in the contract. The performance bond shall provide that the bonding company will complete the project if the selected Consultant defaults on the contract with the Town by failing to perform the contract in the time and manner provided for in the contract. If a performance bond is required, the Town shall select this box: .
- 1.25.2 PAYMENT BOND.** If this provision is selected, the selected Consultant must deliver to the Town a payment bond in an amount equal to 100 percent of the price specified in the contract. The payment bond shall provide that the bonding company or surety will promptly pay all persons who supply labor, materials, or supplies used directly or indirectly in the performance of the work provided for in the contract between the selected Consultant and the Town if the selected Consultant fails to make any required payments only. If a payment bond is required, the Town shall select this box: .
- 1.25.3 WAIVER OF BONDS.** If this provision is selected, the Town Manager has waived or limited the requirements contained herein for payment or performance bonds upon such circumstances as are deemed in the best interest of the Town. If the requirement for a payment bond is waived, the Town shall select this box: . If the requirement for a performance bond is waived, the Town shall select this box: .

**[THIS SPACE LEFT INTENTIONALLY  
BLANK]**

**[END OF SECTION 1]**

## **SECTION 2** **SCOPE OF SERVICES**

### **2.1 BACKGROUND**

Founded on May 18, 1935, Surfside is home to approximately 6,000 residents. It is a coastal community that celebrates its diverse roots. Visitors enjoy the area throughout the year as the Town and local businesses work to serve this community with its wide array of cultures and family oriented recreational opportunities. One thing that sets Surfside apart is its commitment to the quality of life of its residents. Old and new houses are mixed together in harmony, while maintaining a relaxing and charming beach town neighborhood setting. The Town has been challenged over the years with its history of hurricanes and storm conditions. Unfortunately, environmental challenges are not the only hardships the Town has faced in recent years, sadly in 2021, the Town experienced what is now referred to as the most tragic event to ever occur in its history.

On June 24, 2021, the condominium building Champlain Towers South (the “CTS Building”), located at 8777 Collins Ave, Surfside, FL 33154 (the “Property”), experienced an unprecedented partial structural collapse. The Governor of Florida issued Executive Order No. 21-148 declaring a State of Emergency in Miami-Dade County due to the CTS Building collapse and to assist in the response and recovery efforts as well as the development of mitigation plans necessary to address hazards posed by the collapse.

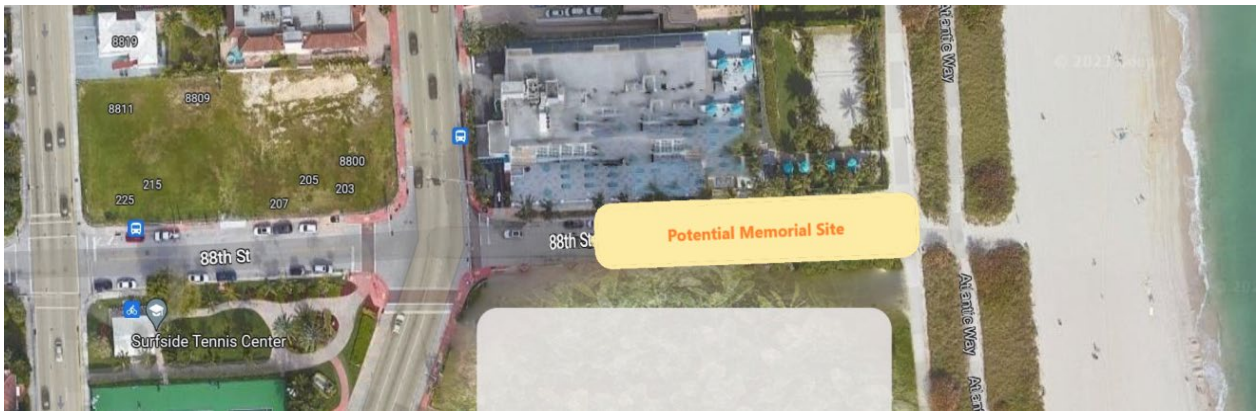
### **2.2 PROJECT DESCRIPTION**

The Town of Surfside is commencing the emotional and community-driven Project to create the Surfside Memorial to honor and remember the lives lost in the tragic event that occurred on June 24, 2021, when the CTS Building collapsed. The Surfside Memorial will serve as a permanent remembrance of the immense loss suffered by the Surfside community and will offer a place for families, friends, and visitors to reflect, understand the truth of that day, and find solace through the peace and serenity conveyed through this site. The Town is seeking a design for a linear park that will incorporate natural and built elements to tell the story of the building collapse and its victims. The Surfside Memorial will culminate with a memorial piece that will be the focal point of the park, requiring the involvement of an artist who can help capture the emotions and essence of the tragedy and remember the people that are no longer here with us. The hope is that this Memorial will serve as a beacon of hope and healing for the community and future generations to come.

The selected firm shall develop a complete design and provide the overall administration and management of all aspects of the design of the Project. The design should be successfully completed within eighteen (18) months of being awarded. This timeframe is inclusive of all design project components including the following tasks: Traffic Engineering, Geotechnical, Permitting, Survey, Call for Artist, Public Outreach, Civil Engineering and Construction Management support.

### **2.3 LOCATION**

The proposed Project will generally be located on 88<sup>th</sup> Street (to be partially closed for pedestrian traffic only), the beach end adjacent to Collins Avenue, in Surfside, Florida. The area lies in the right-of-way along the space between where the CTS Building stood and the hotel to the north of it. It will be a linear area that extends from mid-street end to approximately the hard pack on the beach. The exact dimensions of the site for the Project that will become the Memorial Site are being determined and surveyed at this time. Sample image of Project site location provided below:



**2.4 SCOPE OF SERVICES**

The Project design shall be provided by a multi-disciplined team of Landscape Architecture, Architecture Design and Engineering professionals and shall provide design services, engineering services, cost estimating, cost management, value analysis, value engineering, cost tradeoff pricing, and peer review. The design team will consider feedback provided by the Town Manager’s Surfside Memorial Committee on February 28, 2023 (Attachment “A”) along with additional Town Commission and public feedback to be received upon the firm conducting several other public meetings to help guide the development of the design plans. Design shall be completed in accordance with the latest editions of all applicable Federal, State, County and Town codes/regulations.

To further assist in developing a Response relative to your potential responsibilities as an Architecture/Engineering (A/E) team member, the breakdown of responsibilities may include, but are not limited to the following:

1. The Landscape Architect will function as the lead consultant for the A/E Team. The Landscape Architect will be responsible for leading and coordinating the activities of all their sub-consultants including, but limited to, a Civil Engineer, Architect, Artist and any other team members as determined by the Landscape Architect and Town.
2. As part of this Response, the Landscape Architect shall include the following services as part of their scope to include tasks:

<ul style="list-style-type: none"> <li>• Geotechnical Services</li> <li>• Survey Services</li> <li>• Traffic Consultant</li> <li>• Master Site Planning</li> <li>• Civil Engineering</li> <li>• Low Voltage and Lighting Consultant</li> <li>• Landscape and Architectural Design Services</li> </ul>	<ul style="list-style-type: none"> <li>• Structural Engineering Design Services</li> <li>• Mechanical, Electrical, and Plumbing Engineering Design Services</li> <li>• Permitting</li> <li>• Call for Artist</li> <li>• Public Outreach</li> <li>• Construction Management</li> </ul>
---	---

3. The Landscape Architect shall be responsible for reviewing all code requirements as well as drawing submissions for zoning, permitting and allowable requirements to all agencies.
4. The Landscape Architect shall be responsible for evaluating the existing site and surrounding areas as they relate to the project.

5. With input from the Town, the Landscape Architect shall lead the design process through the various stages (i.e. – master planning/massing of the site, programming, schematic design, design development, construction documents) and issue packages as required for pricing, permitting and ultimately construction.
6. The Landscape Architect shall be responsible for incorporating all equipment requirements into their design. This includes but is not limited to the review of equipment technical specifications during the design process, development of an Owner/Contractor/Vendor equipment responsibilities matrix and the placement of all equipment on the drawings.
7. The Landscape Architect shall participate in a design and construction process that supports a speed-to-market effort by the project team. This includes the A/E Team’s effort towards early on-boarding of their Subcontracts as design assist partners as well as the Artist through a Call for Artist component that will ultimately create the remembrance piece.
8. The Landscape Architect will be responsible to design the project to meet the Owner’s project budget. The Landscape Architect will support ongoing value engineering by the Construction Manager and Project Manager throughout the design process.
9. The Construction Document Phase shall realize the development of final working drawings. During this phase, the A/E will work in conjunction with the project team in an ongoing effort to ensure these final drawings are consistent with the scope of work approved by the Owner and are covered under the Guaranteed Maximum Price.
10. Architectural services during the construction period can be assumed as construction administration. The Landscape Architect’s primary responsibilities during this phase will include:
  - Active participation in the effort to implement design documents.
  - Timely processing of RFI’s and Submittals.
  - Attendance at progress and coordination meetings as requested by the Owner or otherwise required to maintain construction progress.
  - Regular jobsite inspections and reporting.

## **2.5 PUBLIC INFORMATION**

The selected Consultant will coordinate and conduct program validation, design review meetings, public involvement meetings, and Commission meetings to facilitate the Project, gain additional public feedback, and will maintain and provide all records of these meetings with the action agendas. The selected Consultant will attend and participate in all design team meetings and presentations held by the Town. The Firm will ensure that the Town Manager’s Surfside Memorial Committee is engaged throughout the design development process and that their feedback is considered as concepts are proposed and developed.

## **2.6 PROJECT BUDGET**

The selected Consultant will provide cost estimating, cost management, value analysis, value engineering, and peer review. The Firm will provide a proposed Project budget to the Town and the Town will review and determine acceptance. The selected Respondent must ensure their design will provide for the completion of the entire Project (including permitting fees, construction, etc.) to fall below or within the total Town approved project budget.

## **2.7 TIMELINE**

The design of this Project must be completed within eighteen (18) months from the time the selected Consultant is awarded this project.

**[THIS SPACE LEFT INTENTIONALLY BLANK]**

**[END OF SECTION 2]**

**SECTION 3**  
**SUBMISSION REQUIREMENTS & EVALUATION**

**3.1 INSTRUCTIONS**

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

**PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A RESPONSE.**

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

**3.2 SUBMISSION REQUIREMENTS**

Sealed submittals including one (1) original, four (4) bound paper copies of the submittal, and one (1) readable/reproducible flash drive completely duplicating the original Response of the submittals must be received **no later** than **2:00 PM EST on August 3, 2023** and be clearly marked on the outside, "**RFQ No. 23-02 DESIGN SERVICES FOR SURFSIDE MEMORIAL.**" The outside of the sealed envelope shall also show the name of the Respondent. All responses must be received by the Office of the Town Clerk, in the Town Hall located at 9293 Harding Avenue, Surfside, FL 33154, by **2:00 PM EST on August 3, 2023**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

**Sealed Qualification Packages will be received at:**

Town of Surfside  
Office of the Town Clerk  
9293 Harding Avenue  
Surfside, Florida 33154

**3.3 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS**

Each Respondent shall submit one (1) original and four (4) 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 in. x 11 in., printed on only one side of the paper, single or larger spacing, font size not less than 11) excluding the Certificates and Attachments "C". The sections shall follow the order given below and no material other than that listed in this Section should be included in the Response.

**A. Cover Page:** Each Response submitted shall have a cover page with Consultant's business name, address, and telephone number; name and all contact information for individual that will serve as "Project Manager," a primary liaison between the Consultant and the Town; date; and subject "RFQ No. 2023-02 for Design Services for Surfside Memorial."

**B. Table of Contents.** A Table of Contents that outlines in sequential order the major areas of the

Response, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents and shall be in the order required by this RFQ.

- C. **Letter of Intent.** A Letter of Intent shall be provided that briefly introduces the Consultant, the Consultant's commitment to the Town, an understanding of the work to be performed and the aspects of the Response.
- D. **Qualifications/Experience of the Firm/ Respondent.** The Respondent must include the following information for this requirement:
- a. To be eligible to respond, Consultant must demonstrate Consultant is a State of Florida Licensed Professional Engineer firm.
  - b. To be eligible to respond, the Consultant shall have five (5) years of continuous operation under the same entity name and provide proof of same.
  - c. Consultant must include any relevant business licenses, including occupational licenses, and Florida registration (entity certifications, not personal) and a copy of the entity's State Corporate Certificate or other proof from the State of Florida, Division of Corporations that Consultant is authorized to do business in this State.
  - d. Consultant must provide copies of its professional and business licenses and insurance, qualifier for company name and type of licenses, as well as those for supporting firms, contractors, or subcontractors.
  - e. Consultant shall provide a list of current and past clients, with emphasis on projects relating to memorials.
  - f. Consultant must also provide the official complaint history within the last five (5) years for its qualifying professional license.
  - g. Consultant shall identify the Principal in Charge's Experience. This individual must have a minimum of five (5) years' experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Consultant.
  - h. The team working on the Project should have prior experience within the past five (5) years of providing services related to the proposed project scope.
  - i. A minimum of three (3) examples of your Firm's previous projects providing designs similar to those identified in the scope of services herein over the last ten (10) years. For each project listed in this section, the following shall be included: (a) project name, location, description, and purpose; (b) project budget and final cost; (c) cost savings (d) the scope of work provided; (e) contact name, phone number and e-mail for each client.

Previous clients may be contacted by the Town as a reference.

- E. **Qualifications/ Experience of the Project Team.** The Respondent must include the following information for this requirement:
- a. Submit Key Staff and Proposed Subcontractors.



- b. Provide an organizational chart showing reporting structure for all Key Staff, including any key subcontractors (the “Project Team”).
- c. Include a one-page resume with contact information for at least three (3) professional references for the individual designated to serve as Principal in Charge or Program Manager.
- d. Include one-page resumes for each person or subcontractor, Key Staff and Proposed Subcontractors. Resumes should include experience with similar projects, specifying the role the individual employee served on the project.
- e. For each task, list each individual Key Staff member, including subconsultants, and indicate their relative involvement on the task (based on number of hours per week). Also indicate the relative involvement of the Prime Consultant and each key subconsultant on the project in total.

**F. Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Summary.** The Respondent should 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:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. 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;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. 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.

**G. Project Approach.** Provide a thorough explanation of the approach planned for this project and include how your Firm currently manages project organization; manages schedule and budget; develops design; public relations; incorporation of public feedback; etc. Provide details around understanding of working with high-profile and sensitive community projects, especially memorials, and working with public and victim family/friend input to develop design concepts for such projects.

- H. Incorporation of Resiliency Elements.** Describe your Firm’s alignment with resilient/sustainable design. Provide narrative describing intentions and actions of resilient/sustainable elements that would be considered for this project, provide examples of sustainable and resilient design elements from previous projects. Provide a narrative explaining how the use of Florida native and coastal landscaping will be incorporated.
- I. Collaboration with Artists.** Describe **your experience working with artists and prior involvement with conducting**, leading, or supporting agencies with the “Call for Artists” process. The Town intends to incorporate a unique artistic element into the overall Memorial. Provide a narrative describing your intentions for a unique artwork and plan for working with an artist.
- J. Organizational Chart.** Proposed organization chart with key professionals, their area(s) of responsibility & extent of availability.
- K. Resumes.** One-third (1/3) page resumes of the persons, including the Project Manager that will be assigned to the Town project, if the Town selects your Firm.
- L. Awards & Recognition.** List and highlight any awards or recognition your Firm has received for previous design, architectural or engineering services completed.
- M. Forms.** Complete all forms provided in Attachment “C.” and “D”
- N. Proofs of Authorization.** Proof 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.
- O. Insurance.** Respondent must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Respondent prior to entering into an agreement with the Town. The successful Respondent(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the **Town of Surfside, Florida**, as an additional insured and meeting the following requirements, which are also set forth in the form of Contract attached to this RFQ:
- Consultant shall secure and maintain throughout the duration of this RFQ and the contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town and the Department 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 and/or the Department shall be in excess of the Contractor’s insurance and shall not contribute to the Contractor’s insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent. Copies of Contractor’s actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Town, reflecting the Town and the Department as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Town. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Agreement and any Projects.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The annual General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$5,000,000 each.
- b. Workers Compensation and Employer’s Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer’s Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFQ who is not covered by Worker’s Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than \$1,000,000.00 per occurrence, single limit.

*(Note: Appendices and proofs of authorization pages will not be counted towards the twenty (20) page submittal limit.)*

### 3.4 **EVALUATION CRITERIA**

Responses will be evaluated according to the following criteria and respective weight:

<b>Criteria</b>		<b>Maximum Points</b>
1.	<p><b><u>Qualifications/Experience of the Firm/ Respondent</u></b>            Experience and background in providing similar municipal services and past projects, including, but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements. Effectiveness of previous project design and efficiency with budget.</p>	30
2.	<p><b><u>Qualifications/ Experience of the Project Team</u></b>            Professional credentials, qualifications, and accomplishments of the proposed team members. Resumes and an Organization chart of the proposed team members which identifies their area(s) of responsibility and extent of their availability.</p>	20
3.	<p><b><u>Project Approach</u></b>            Provide a thorough explanation of the approach planned for this project and include how your Firm currently manages project organization; manages schedule and budget; develops design; public relations; incorporation of public feedback; etc.</p>	20
4.	<p><b><u>Incorporation of Resiliency Elements</u></b>            Provide narrative describing intentions and actions that will include resilient design elements, provide examples of sustainable and resilient design elements from previous projects that would be a match for this project. Provide a narrative explaining how the use of Florida native and coastal landscaping will be incorporated.</p>	10

5.	<b><u>Collaboration with Artists</u></b> Describe your experience working with artists and prior involvement with conducting, leading, or supporting agencies with the “Call for Artists” process. The Town intends to incorporate a unique artistic element into the overall Memorial. Provide a narrative describing your intentions for a unique artwork and plan for working with an artist.	5
6.	<b><u>Overall RFQ Response</u></b> Quality and completeness of the response.	10
7.	<b><u>Disadvantaged Business or Small Business Enterprise (DBE/SBE), Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Summary</u></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.	5
<b>TOTAL</b>		100

### 3.5 **SELECTION PROCESS**

- A. Staff Level Review for Compliance with Minimum Requirements.** Town Staff shall review and evaluate the Responses submitted to ensure the minimum requirements of the RFQ have been met. The Town Manager or designee may reject those Responses that do not meet the minimum requirements of the RFQ. RFQ Responses received after the deadline of **August 3, 2023**, at 2:00 PM EST will not be considered.
- B. Evaluation Committee Review.** The Town Manager shall appoint an Evaluation Committee to review and evaluate the responsive Responses during a public meeting (the Town will provide instructions on how to participate and access the meeting). The Evaluation Committee reserves the right to request additional information or seek clarifications as it deems necessary. Failure to comply with any mandatory requirements may disqualify a proposal. The Evaluation Committee shall select in order of preference and rank the firm(s) it deems to be qualified to perform the required services using the evaluation criteria set forth under Section 3.4 of this RFQ.
- The Evaluation Committee shall score each Response in accordance with the Evaluation Criteria first outline above. Once the scores are aggregated, the Evaluation Committee will establish a ranking based on the highest scoring Response(s) and short-list the top four Respondents deemed to be qualified by the Evaluation Committee.
- C. Short-List for Oral Presentations.** The short-listed Respondents will be invited to participate in a Request for Proposals (“RFP”) which will include a request for a detailed project approach, design concept, and schedule. The short-listed Firms will also participate in a 20-minute oral presentation followed by up to a ten (10)-minute questions-and-answer session. Additional details on the oral presentations will be provided to the short-listed Firms. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the responses to the RFP will be worth seventy-five percent (75%).
- D. Process of Selection and Negotiation.** The Evaluation Committee will score and rank the Short-Listed Firms based on the responses to RFP and Oral presentations, and present the same to the

Town Manager. If contract negotiations fail with any Firm, the Town may undertake negotiations with alternative Respondents. The Town and Consultant(s) shall subsequently negotiate specific project terms in accordance with Section 287.055, Florida Statutes. Any award shall be subject to execution of an agreement in form and substance approved by the Town Attorney.

- E. Town Commission Meeting to Select Consultant.** The Town Commission may select the Consultant that it determines is the most qualified and in the best interests of the Town, taking into consideration the Town Manager’s recommendation, the Evaluation Committee’s scoring and ranking, and all aspects of the Consultant’s Response, and authorize the Town Manager to negotiate a Contract with the selected Consultant(s). The Town Commission shall have the final authority to select the Consultant(s) and award any Contract(s).
- F. Tie in Rankings.** Should the Evaluation Committee’s evaluation process result in a tie in the rankings, the tie will be resolved in favor of the Respondent with the highest score for qualifications of the Project Team, including Key Staff members with the greatest work experience in the relevant field.
- G. Negotiation of Contract.** After selection of the Consultant(s) by the Town Commission, the Town Manager or designee(s) shall negotiate a Contract in accordance with Section 287.055, Florida Statutes, as may be amended from time to time, with the selected Consultant(s) at compensation that the Town Manager, in his/her sole discretion, determines is fair, competitive, and reasonable and with terms that incorporate the major terms and conditions contained in this RFQ. Any award and execution of a Contract shall be subject to approval by the Town Attorney as to form, content, and legal sufficiency. Should the Town Manager be unable to negotiate a satisfactory contract with the selected Consultant at a price the Town Manager determines to be fair, competitive, and reasonable, negotiations with that Consultant may be terminated. The Town Manager or designee(s) shall then undertake negotiations with the next highest-ranked Consultant, and, if negotiations are terminated, shall continue to each next highest-ranked Consultant until a satisfactory contract may be negotiated. Any award shall be subject to execution of the Contract.
- H. Town Commission Meeting to Approve Contract with Consultant.** Upon reaching mutually agreeable terms with the selected Consultant(s), the Contract for the selected Consultant shall be presented to the Town Commission for final approval.

[SPACE LEFT INTENTIONALLY BLANK]

[END OF SECTION 3]

**ATTACHMENT “A”**  
**Town Manager’s Surfside Memorial Committee**  
**February 28, 2023**  
**Meeting Notes and Additional Town Feedback**

To gain a better understanding of the project and facilitate the development of the preliminary conceptual design, the Town has made available the meeting minutes and presentation slides the Surfside Memorial Committee Meeting held on February 28, 2023. The committee is composed of friends and families of victims of the CTS building collapse. The committee is very involved in this memorial development process and have provided feedback on what elements they would like included and not included into the overall design.

The committee members expressed that the Memorial honoring their loved ones who died in the collapse should accurately reflect the truth of what happened during the tragedy and serve as a way to remember those who lost their lives. They suggested incorporating an artistic element and natural features such as moving water, as well as providing seating for reflection and separate spaces for different types of engagement with the Memorial. They want to include recovered material from the building, as much as possible, in the site. Miami-Dade County has stored some recovered rebar and other metal pieces that are being held for the possibility of being repurposed by an artist.

The committee members also mentioned the importance of separating the Memorial from the general public walking through to the beach and ensuring that there is an entrance that clearly indicates it is a Memorial. The entrance was described as possibly a covered walkway or pillars, clear columns. It is important to note that the design needs to take into consideration wind factors as the location of the site can present a wind tunnel effect. Additionally, lighting, plants, and a covered walkway were discussed.

The committee members indicated a desire for a digital component to accompany the Memorial. This could be in the form of a supplementary website to provide the history of the collapse, the building code changes that have come about following the collapse, and that tells a fuller story of the people who lost their lives. Some members even mentioned possibly adding QR codes to the site that would link back to the digital component. Overall, the feedback received emphasized the importance of remembering, truth, retelling the story of the collapse and the lives lost, incorporating names, providing seating, lighting, nature, and creating some sort of separation from beachgoers.

Memorials play a crucial role in honoring the memories of those who have passed away, particularly in the aftermath of tragic events. For families and friends of the deceased, memorials provide a physical space for them to pay their respects, process their grief, and remember their loved ones. Memorials also serve as a remembrance to society as a whole of the events that led to the creation of the memorial, and the lives that were lost as a result.

One well-known example of a memorial built to honor the victims of a tragedy is the National September 11 Memorial and Museum in New York City, which commemorates the lives lost in the terrorist attacks on September 11, 2001. The memorial consists of two reflecting pools that sit in the footprints of the former Twin Towers, with the names of the victims inscribed on bronze panels. Similarly, the Sandy Hook Memorial in Connecticut was built to honor the victims of the 2012 shooting at Sandy Hook Elementary School. The memorial consists of a grove of trees with a winding path leading to a central stone with the names of the victims inscribed.

Other examples of memorials built to honor victims of tragedies include the Oklahoma City National Memorial and Museum, which commemorates the 168 people who lost their lives in the 1995 bombing of the Alfred P. Murrah Federal Building, and the Vietnam Veterans Memorial in Washington, D.C., which

honors the 58,000 men and women who died or went missing during the Vietnam War. These memorials serve as a way for society to remember the past and ensure that the lives lost will never be forgotten.

**The Town will host a non-mandatory Pre-Conference Meeting on June 29, 2023 (11 AM EST) to discuss the project and RFQ/RFP. The Meeting will take place at Town Hall, 9293 Harding Ave, Surfside, FL 33154.**

**ATTACHMENT “B”**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
**NAME OF ENTITY****

**1. Scope of Services.**

- 1.1. Consultant shall provide the Services set forth in the Proposal 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 (hereinafter “Deliverables”) to the Town.

**2. Term/Commencement Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through **INSERT LENGTH OF CONTRACT** thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for **X** additional **Y** year periods on the same terms as set forth herein upon written notice to the Consultant.
- 2.2. Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

**3. Compensation and Payment.**

- 3.1. Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit “A.” Consultant shall be compensated a flat rate lump sum fee in the amount of **XXXXX.XX** per month.
- 3.2. Consultant shall deliver an invoice to 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.

**4. Subconsultants.**

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

**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. Consultant's Responsibilities; Representations and Warranties.**

- 6.1. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2. The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor 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.
- 6.3. The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

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

**8. Termination.**

- 8.1. The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.
- 8.2. Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.
- 8.3. 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 8.4.
- 8.4. The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the 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.

## **9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to 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.

9.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

9.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. 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 inspect and return 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 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.

**9.3. 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.

**9.4. 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.

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

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

**11. Attorneys Fees and Waiver of Jury Trial.**

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

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

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the 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 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.

**12.2.** 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.

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

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

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

15. **Entire Agreement/Modification/Amendment.**

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

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

16. **Ownership and Access to Records and Audits.**

16.1. Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the 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).

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

16.3. 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.

16.4. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

16.5. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the 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.

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

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

16.8. **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Sandra McCready, MMC**

**Mailing address: 9293 Harding Avenue  
Surfside, FL 33154**

**Telephone number: 305-861-4863**

**Email: smccready@townofsurfsidefl.gov**

17. **Nonassignability.** 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.

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

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

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

21. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Conflicts.** In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.1.1. First Priority: Exhibit “A,” RFQ No. 2023-02;
  - 26.1.2. Second Priority: “Exhibit “C,” the Scope of Services;
  - 26.1.3. Third Priority: “Exhibit “D,” the Rate Schedule; and
  - 26.1.4. Fourth Priority: “Exhibit “B,” the Response to RFQ No. 2023-02.
27. **Boycotts.** The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
28. **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Town requires all contractors 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 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 Contractor acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.  
Signature page and E-Verify Affidavit follows.]**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors 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 subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida  
County of \_\_\_\_\_

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

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

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oat





**EXHIBIT "A"**

**RESPONSE TO RFQ NO. 2023-02**

**EXHIBIT "B"**

**SCOPE OF SERVICES**

**EXHIBIT "C"**

**RATE SCHEDULE**

**END OF SECTION**

**ATTACHMENT “C”**

**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 RESPONSE/BID OR PERFORM THE SERVICES.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE TOWN OF SURFSIDE 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 an 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 Consultant 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

**(INDICATE WHICH STATEMENT APPLIES.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad 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 will be paid to any employees of the Town of Surfside, 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

[SPACE LEFT INTENTIONALLY BLANK]

**Business Entity Affidavit**

Consultant hereby recognizes and certifies that no elected official, board member, or employee of the Town of Surfside (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, 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 Response is submitted and may be further disqualified from submitting any future bids or Responses for goods or services to Town.

\_\_\_\_\_  
Consultant Initials

**Anti-Collusion Affidavit**

1. Consultant has personal knowledge of the matters set forth in its Response/Bid and is fully informed respecting the preparation and contents of the attached Response/Bid and all pertinent circumstances respecting the Response/Bid;
2. The Response/Bid is genuine and is not a collusive or sham Response/Bid; 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 Response/Bid, 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 Response/Bid or of any other Consultant, or to fix any overhead, profit, or cost element of the Response/Bid price or the Response/Bid price of any other Consultant, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Surfside 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 RFP 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 RFP 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 RFP 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 RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

\_\_\_\_\_  
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 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, 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

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Town requires all 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.**

\_\_\_\_\_  
Consultant Initials

**Sworn Signature of Proposing Entity Representative and Notarization  
for all above Affidavits follows on the next page.**

[SEE NEXT PAGE]

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_

\_\_\_\_\_

Witness 1 Print Name: \_\_\_\_\_

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

\_\_\_\_\_

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

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

**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

**ATTACHMENT "D"**  
**RESPONDENT'S INFORMATION FORM**

I certify that any and all information contained in this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ and certify that I am authorized to sign for the Respondent's firm. Please print the following and sign your name:

---

**FIRM NAME**

---

**PRINCIPAL BUSINESS ADDRESS**

---

**TELEPHONE**

---

**FACSIMILE**

---

**EMAIL ADDRESS**

---

**FEDERAL I.D. NO.:**  
**OR SOCIAL SECURITY NUMBER**

---

**MUNICIPAL BUSINESS TAX RECEIPT:**  
**OR OCCUPATIONAL LICENSE NO.**

---

**NAME**

---

**TITLE**

---

**AUTHORIZED SIGNATURE**

[END OF DOCUMENT]