

**TOWN OF SURFSIDE**  
**REQUEST FOR PROPOSALS (RFP)**



**RFP No. 2026-04**

**TOWN HALL ROOF REPLACEMENT PROJECT**

**The Town of Surfside Commission:**

**Mayor Charles W. Burkett**  
**Vice Mayor Tina Paul**  
**Commissioner Ruben A. Coto**  
**Commissioner Nelly Velasquez**  
**Commissioner Gerardo Vildostegui**

Town of Surfside  
9293 Harding Ave  
Surfside, Florida 33154

**ISSUE DATE: MARCH 23, 2026**

**RFP SUBMISSION DEADLINE: THURSDAY, APRIL 23, 2026 AT 3:00 P.M.**



## **PUBLIC NOTICE**

### **REQUEST FOR PROPOSALS (RFP) No. 2026-04** **TOWN HALL ROOF REPLACEMENT PROJECT**

**NOTICE IS HEREBY GIVEN** that the Town of Surfside (“Town”) is soliciting sealed proposals from qualified firms to provide design-build services for the Town Hall Roof Replacement Project in Surfside, Florida. Interested companies, firms, or individuals (“Proposers”) may obtain a copy of Request for Proposals (“RFP”) No. 2026-04 beginning on Monday, March 23, 2026, from the Office of the Town Clerk, located at 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 RFP contains detailed and specific information about the scope of services, submission requirements, and evaluation and selection procedures.

One (1) original, three (3) hard copies, and one (1) electronic copy on a USB drive of the completed and executed proposals must be delivered no later than **3:00 PM on Thursday, April 23, 2026** (“Proposal Submission Deadline”) to the following address:

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

The Town reserves the right to reject late submissions, in the sole discretion of the Town Manager. It is the sole responsibility of the Proposers to ensure their submission is received by the deadline.

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

**SEALED PROPOSAL  
RFP NO. 2026-04**

**TOWN HALL ROOF REPLACEMENT PROJECT**

**PROPOSAL SUBMISSION DEADLINE:  
APRIL 23, 2026, AT 3:00 PM**

A mandatory Pre-Proposal Meeting will be held on **Tuesday, March 31, 2026, at 1:00 PM**, at Town Hall, 9293 Harding Avenue, Surfside, FL 33154. The meeting will include a project overview followed by a site visit. All Proposers intending to submit a proposal are required to attend.

All questions or requests for clarification regarding this RFP must be submitted in writing to Sandra McCreedy, M.M.C., Town Clerk, no later than **5:00 PM on Wednesday, April 8, 2026**. Questions may be submitted by mail to the address above or via email at [smccreedy@townofsurfsidefl.gov](mailto:smccreedy@townofsurfsidefl.gov). Questions received after the deadline will not be addressed. All timely questions will be answered via Addendum posted on the Town's website.

The Town intends to enter into agreement(s) with one or more qualified and successful Proposers to provide the Services. The Town reserves the right to cancel this solicitation, award any or all of the services requested, reject any or all submissions, with or without cause, to waive technical errors and informalities, and to accept any proposal from a proposer which is qualified and best serves the interests of or represents the best value to the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 3-17 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular request for proposals ("RFP") 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 Posted: Thursday, March 19, 2026

**REQUEST FOR PROPOSALS**  
**RFP NO. 2026-04**  
**TOWN HALL ROOF REPLACEMENT PROJECT**

**GENERAL INFORMATION**

**A. SCOPE OF SERVICES:**

The Town of Surfside, Florida (Town) is requesting sealed Proposals from qualified firms to provide design-build services for the Town Hall Roof Replacement Project (the “Services” or “Project”). The Services consist of furnishing all labor, materials, equipment, permits, supervision, and services necessary to remove and replace the existing roofing system and install a new, fully operational roofing system for the Town Hall building. The Project includes, but is not limited to, the removal and replacement of the existing roofing system, including roofing membranes, insulation, lightweight concrete or other fill materials, flashings, drainage components, and accessories, as required. The selected Proposer shall provide a complete, integrated roofing system designed to provide a watertight building envelope, improve durability and energy performance, and ensure long-term reliability and maintainability.

The Services shall include pre-construction services, field verification of existing conditions, system design and engineering, material and system selection, permitting, demolition, installation, coordination with existing rooftop systems, inspections, testing as required, final walkthrough, training of Town staff as applicable, and provision of warranties and closeout documentation. The roofing system shall be designed and constructed to comply with all applicable federal, state, and local codes and regulations, including the Florida Building Code and applicable High Velocity Hurricane Zone (HVHZ) requirements, and shall be suitable for a coastal environment, including enhanced wind uplift resistance, resistance to wind-driven rain, moisture protection, and the use of corrosion-resistant materials. The proposed roofing system shall be based on a complete assembly meeting applicable approval requirements, including Miami-Dade Notice of Acceptance (NOA) or equivalent, as applicable.

The Town intends to enter into an agreement with one or more qualified Proposers to provide the Services. The Town reserves the right to accept and award any or all of the Services to one or more firms on a non-exclusive basis, and to consider alternative system approaches, including but not limited to full roof replacement, roof recovery systems, or other roofing system types as proposed by the Proposer and determined to be in the best interest of the Town.

**B. PROPOSAL DUE DATE:**

Sealed Proposals will be received at the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154, until **3:00 p.m. local time, April 23, 2026** (the “Submission Deadline”), at which time all Proposals will be publicly opened.

**Proposals must be addressed and delivered to:**

RFP No. 2026-04 Town Hall Roof Replacement Project  
Office of the Town Clerk

Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

**C. MANDATORY PRE-PROPOSAL CONFERENCE AND SITE(S) VISIT.**

A mandatory pre-proposal conference will be held at **1:00 p.m. on Tuesday, March 31, 2026**, at Town Hall, 9293 Harding Avenue, Surfside, Florida 33154. The meeting will include a project overview followed by a site visit. Attendance at this conference is required for all Proposers intending to submit a Proposal. Failure to attend the mandatory pre-proposal conference may result in disqualification.

Prior to submitting a Proposal, each Proposer is required to visit the site and become familiar with the existing roofing system, roof conditions, access limitations, rooftop equipment coordination requirements, and any other conditions that may, in any manner, affect the Services to be performed or the equipment, materials, and labor required. The Town will provide available reference materials for informational purposes only, including existing roof plans and related documents as provided by the Building Department, included herein as Exhibit "A". These documents may include roof layouts, sections, details, and general notes illustrating the existing roof configuration. Proposers shall rely on their own field investigations, observations, and professional judgment in developing their proposed roofing system design.

The Proposer is solely responsible for verifying all existing conditions, including roof assembly composition, deck type and condition, presence of lightweight concrete or other materials, drainage conditions, penetrations, flashing conditions, and any structural or access constraints. Any discrepancies between provided reference materials and actual field conditions shall be accounted for in the Proposal. The Proposer is also required to carefully review all requirements of this RFP and be fully informed of any conditions that may affect the performance of the Services under the Agreement. No allowances will be made because of lack of knowledge of existing conditions or project requirements.

**D. QUESTIONS OR REQUESTS FOR CLARIFICATIONS.**

Questions or Requests for Interpretations and Clarifications concerning this RFP should be directed via email to:

Sandra N. McCready, MMC  
Town Clerk  
Email: [smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

**All questions must be submitted no later than 5:00 p.m. on Wednesday, April 8, 2026.**

Material issues related to this RFP that are brought to the attention of the Town will be responded to via Addenda and posted on the Town's website. It is the responsibility of each Proposer to ensure receipt of all Addenda.

**E. PROPOSAL SUBMISSION REQUIREMENTS.**

In order to facilitate review of the Proposals, each Proposer must submit one (1) original, three (3) additional hard copies, and one (1) electronic copy on a USB drive of the Proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS

SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the Town, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Town as constituting an offer by the Proposer to perform the required Services, upon the terms and at the prices stated by the Proposer.

**F. ACRONYMS/DEFINITIONS.**

For the purposes of this RFP, the following acronyms/definitions will be used:

<i>Agreement</i>	Shall refer to the Agreement for the Town Hall Roof Replacement Project that may result from this Request for Proposals. A form of Agreement is attached to this RFP as Exhibit "B" and is subject to final form and substance as approved by the Town Manager and Town Attorney.
<i>Contractor</i>	The organization(s)/individual(s) that is awarded and has an approved Agreement with the Town for the Services identified in this RFP.
<i>Commission</i>	The Town Commission of the Town of Surfside, Florida.
<i>Evaluation Committee</i>	An advisory committee comprised solely of representatives of the Town established by the Town Manager to evaluate, score and rank proposals submitted in response to the RFP.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Proposal</i>	Shall refer to any offer(s) submitted in response to this Request for Proposals.
<i>Proposer</i>	Shall refer to anyone submitting a Proposal in response to the Request for Proposals.

***Request for Proposal,  
RFP***

Shall mean this Request for Proposals including all Exhibits and Attachments as approved by the Town and addenda, amendments or change orders issued by the Town.

***Responsible Proposer***

A proposer who has the capability in all respects to fully perform the Services requested in this RFP and the Agreement requirements and the capacity and reliability that will assure good faith performance.

***Responsive  
Proposal***

A proposal or reply submitted by a responsive and responsible proposer that conforms in all material respects to this RFP.

***Services, Project***

Shall refer to all matters, work and Services that will be required to be done by the Successful Proposer in accordance with the Scope of Services and the terms and conditions and Specifications of this RFP.

***Shall/Must***

Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

***Should***

Indicate something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Town may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information. Failure to provide the information after demand may result in rejection.

***Sub-Contractor &  
Sub-Consultant***

Shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Services to the Town, whether directly or indirectly, on behalf of the Successful Proposer.

***Submission Deadline***

Shall refer to the due date and time listed in this RFP for the submittal of proposals to the Town.

***Successful Proposer(s)***

Shall refer to the Proposer(s) receiving an award as a result of this Request for Proposals.

***Town /Owner***

Shall refer to the Town of Surfside, Florida or its designated representative, as applicable.

## SECTION 1

### **REQUEST FOR PROPOSALS (RFP No. 2026-04) TOWN HALL ROOF REPLACEMENT PROJECT**

#### **1.1 INTENT.**

The Town of Surfside, Florida (“Town”) has issued this Request for Proposals (“RFP”) to invite qualified firms to submit proposals for the Town Hall Roof Replacement Project. A more detailed Scope of Services is included under Section 3, Scope of Services, of this RFP.

#### **1.2 SCHEDULE OF EVENTS.**

The following schedule is anticipated for this RFP process, but is subject to change by the Town, in its sole discretion, at any time during the RFP procurement process.

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	<b>Advertisement/ Distribution of RFP</b>	<b>03/23/2026</b>	
2	<b>Mandatory Pre-Proposal Conference</b> Location: Town Hall, 9293 Harding Ave., Surfside, FL	<b>03/31/2026</b>	<b>1:00 PM</b>
3	<b>Deadline to Submit Questions / Requests for Clarification</b>	<b>04/08/2026</b>	<b>5:00 PM</b>
4	Town Issues Addenda and Responds to Questions	TBA	TBA
5	<b>Deadline to Submit RFP – Submission Deadline</b>	<b>04/23/2026</b>	<b>3:00 PM</b>
6	Evaluation of Proposals	TBA	TBA
7	Period to request additional information or clarification from Proposers. The Town may interview Proposers	TBA	TBA
8	Award Proposal(s) and Agreement(s) at Commission Meeting	TBA	TBA
9	Notice to Proceed; Agreement Begins	TBA	TBA

### 1.3 CONE OF SILENCE.

The provisions of Town's Cone of Silence are applicable to this RFP. The Town's Cone of Silence provisions can be found under Section 3-17 of the Town Code of Ordinances. Questions regarding the Cone of Silence may be sent to:

Sandra N. McCreedy, MMC, Town Clerk  
Town of Surfside  
9293 Harding Avenue, Surfside, Florida 33154  
[smccreedy@townofsurfsidefl.gov](mailto:smccreedy@townofsurfsidefl.gov)

The Cone of Silence prohibits any communication regarding a competitive bid or solicitation for a purchase exceeding \$25,000.00, including but not limited to, a particular RFP, RFQ, solicitation or bid, between:

- (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and
- (2) The Town Commissioners, Town Staff, including but not limited to, the Town Manager and his or her staff, or any member of the Town's Selection Committee or Evaluation Committee.

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

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection or evaluation committees;
- (3) Public presentations made to the Town Commissioners during any duly noticed public meeting;
- (4) Written communications at any time with any Town employee, unless specifically prohibited by the applicable solicitation documents. The respondent, bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) Written communications regarding a particular solicitation between a potential respondent, vendor, service provider, proposer, bidder, lobbyist or consultant and the Town's purchasing agent or Town employee designated responsible for administering the procurement process for such solicitation, 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;

## 1.4 SUBMISSION OF PROPOSAL.

One (1) original, three (3) copies, and one (1) electronic copy on a USB drive of the Proposal plus a USB containing all documents submitted shall be submitted no later than **APRIL 23, 2026, at 3:00 PM (“Submission Deadline”)** in a sealed envelope which must be plainly marked on the outside “RFP No. 2026-04, TOWN HALL ROOF REPLACEMENT PROJECT” to:

Town Clerk Sandra N. McCready, M.M.C.  
9293 Harding Ave, Second Floor  
Town of Surfside, FL 33154  
[smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

Proposals will be publicly opened and read. All Proposers and their representative may be invited to be present. Proposals shall be typed or printed in ink. All blanks on the proposal form(s) must be completed. Names must be typed or printed below the signature. Facsimile and email proposals will **not** be accepted.

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

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

## 1.5 PROPOSAL REQUIREMENTS & FORMAT.

Proposers must submit one (1) original, three (3) copies, and one (1) electronic copy on a USB drive to the Town Clerk on **April 23, 2026, by 3 P.M.** (“Submission Deadline”). Proposals must be typed or filled in with ink and submitted on 8 ½” x 11” size paper, using a single method of fastening. Each Proposer must present its products, services, and applicable features in a clear and concise manner that demonstrates the proposer’s capabilities to satisfy the requirements of this RFP. The emphasis should be on accuracy, clarity, comprehensiveness and ease of identifying pertinent information and suitability of the Services. Proposals **MUST** include the following:

- 1.5.1. Proposer shall provide complete and accurate copies, with all required signatures and notarizations, for all the forms in the Proposal Package:
  - 1.5.1.1. Form 1. Proposal Form Package Acknowledgement.
  - 1.5.1.2. Form 2A. Proposer’s Certification (if Company or Corporation)
  - 1.5.1.3. Form 2B. Proposer’s Certification (if Partnership)
  - 1.5.1.4. Form 3. Single Execution Affidavits
  - 1.5.1.5. Form 4. Dispute Disclosure

- 1.5.1.6. Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- 1.5.1.7. Form 6. Proposer's Qualifications Survey
- 1.5.1.8. Form 7. Statement of Qualifications Checklist
- 1.5.1.9. Form 8A. Price Submittal Schedule Form – Base Roof Replacement (Design, Installation, and Commissioning)
- 1.5.1.10. Form 8B. Price Submittal Schedule Form – Alternate System Options (if applicable)
- 1.5.1.11. Form 8C. Price Submittal Schedule Form – Optional Services, Extended Warranty, Preventative Maintenance, and Emergency Services
- 1.5.1.12. Form 9. Reference List
- 1.5.1.13. Form 10. Federally Required Clauses Affidavit

1.5.2. Proof of Experience. Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided roofing system replacement, design-build services, or similar construction services to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in roofing installation, replacement, and related services on a full-time basis and shall have been in existence and continuous operation providing such services for a minimum of five (5) years.

1.5.3. Proposed System, Materials, and Installation Approach. Proposer shall provide detailed information regarding the proposed roofing system, including system type, manufacturer, product information (if available), and overall system approach. The proposal shall clearly describe the quality, durability, and suitability of the materials and roofing assembly proposed for use in this Project.

The Proposer shall identify the manufacturer(s) of all major components, including but not limited to roofing membranes, insulation, fastening or attachment systems, flashings, drainage components, and accessories. Where applicable, the Proposer shall provide product data sheets, technical specifications, and documentation demonstrating compliance with applicable codes, standards, and approval requirements, including Miami-Dade Notice of Acceptance (NOA) or equivalent.

The Proposer shall also describe its approach to installation, including demolition of existing roofing systems, sequencing of work, protection of the building and occupants, coordination with rooftop equipment and penetrations, and methods for minimizing disruption to Town Hall operations. The proposal shall include information regarding inspection procedures, testing as applicable, quality control measures, and final system installation.

Additionally, the Proposer shall describe warranties offered on materials and installation, expected system lifespan, resistance to coastal and environmental conditions, and any recommended preventative maintenance or service programs.

The Town will evaluate proposals based on the overall quality, durability, resilience, and appropriateness of the proposed roofing system and materials, as well as the Proposer's

demonstrated understanding of the Project and ability to deliver a complete and reliable roofing solution.

1.5.4. Proposer's Qualifications. Include name, function, and qualifications of key personnel in the organization who will be providing Services and involved in this Project. The key person or contact assigned to this Project shall, within the past three (3) years, have conducted and been responsible for providing roofing replacement, design-build, or similar construction projects in a comparable facility or environment. Please note, to receive further consideration, all proposers must provide the necessary documentation to demonstrate that they meet the following minimum qualifications:

1.5.4.1. Service and Incorporation – Contractor shall have been in business and continuous operation and service and incorporated in the State of Florida for a minimum of five (5) years.

1.5.4.2. Licenses – Contractor must be fully licensed with all applicable and required licenses, certifications, and permits for roofing contracting, including State of Florida and any applicable County and/or Town licenses, certifications, and permits, and any other governing governmental regulatory authorities.

1.5.4.3. Roofing Certification – Contractor must have, subcontract, and/or retain appropriately licensed and qualified personnel to perform commercial roofing installation and replacement services. All personnel shall comply with applicable federal, state, and local regulations.

1.5.4.4. Manufacturer Certification / Authorized Installer – Contractor must demonstrate that it is an authorized installer or approved applicator for the proposed roofing system manufacturer(s), or otherwise provide documentation demonstrating equivalent training and qualifications to install the proposed system. Documentation of manufacturer training, certifications, or authorization shall be included, if applicable.

1.5.4.5. Experience with Similar Systems and Coastal Environments - Contractor must demonstrate experience with installation or replacement of roofing systems similar in size, scope, and complexity to the Town Hall facility, including experience with coastal environments requiring wind-resistant, corrosion-resistant, and code-compliant roofing systems.

1.5.5. Insurance Certificates. Proposer shall provide certificates of insurance as follows:

1.5.5.1. Commercial General Liability

1.5.5.2. Workers Compensation & Employer's Liability

1.5.5.3. Business Automobile Liability

1.5.6. Proposer may provide any additional information that highlights experience or expertise which is relevant and directly applicable to this RFP, including experience with similar roofing replacement projects, coastal construction, code-compliant roofing systems, or design-build delivery methods.

**1.6 ADDENDA, CHANGES, OR REQUESTS FOR INTERPRETATION DURING PROPOSAL PROCESS.**

The Town will not respond to oral inquiries or questions concerning this RFP. All written inquiries, requests for interpretation or clarification shall be sent to:

Sandra N. McCready, M.M.C.  
Town of Surfside Clerk  
9293 Harding Ave, Second Floor  
Town of Surfside, FL 33154  
[smccready@townofsurfsidefl.gov](mailto:smccready@townofsurfsidefl.gov)

Any written inquiry or request for interpretation or clarification must be sent by e-mail or written correspondence and received by the Town no later than **Wednesday, April 8, 2026 at 5:00pm.**

All such interpretations or clarifications will be made in writing in the form of an Addendum to this RFP issued by the Town to all known and/or registered prospective proposers. Each prospective proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. All Addenda shall be a part of this RFP and a part of the Agreement, and each proposer will be bound by such Addenda, whether or not received. It is the responsibility of each prospective proposer to verify that it has received all Addenda issued before proposals are submitted and opened.

**1.7 EVALUATION PROCESS.**

**1.7.1 Evaluation Committee.**

The Town shall be the sole judge of its best interests in evaluating proposals deemed most advantageous to the Town, and the resulting Agreement to be entered into between the Town and the Contractor. The Town Manager shall select and appoint an Evaluation Committee to evaluate proposals.

**1.7.2 Initial Screening (Step 1).**

The Town will review proposals for an initial determination on minimum qualifications, responsiveness, and responsibility. Proposals initially determined to be responsive and submitted by responsible proposers will proceed to Step 2.

**1.7.3 Evaluation of Proposals (Step 2).**

The Evaluation Committee may interview proposers, request additional information or clarification of proposals and information submitted, and will evaluate proposals using the criteria herein. Due to the technical and multi-faceted nature of the Town Hall Roof Replacement Project, the evaluation of all proposals will not be based solely on quantity and price. All factors contained herein and demonstrated in each proposal will be taken into consideration and evaluated. Proposals will be scored and ranked in accordance with the following criteria:

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS</u></b>
Qualification and experience of key personnel who will be directly involved in all elements of the Services.	30

Firm's experience with roofing replacement, design-build, or similar construction projects	15
Proposed System, Materials, and Technical Approach, including compatibility with existing conditions and overall system quality and durability	15
Proposal Pricing or fees for Services, including base system and any alternates.	40
<b>Total</b>	<b>100</b>

The three (3) highest ranked proposals will be identified, and those firms may be requested to make a formal presentation before the Evaluation Committee and/or the Town Commission. The Evaluation Committee will score and rank the proposers and provide same to the Town Manager. The Town Manager will then make a recommendation to the Town Commission, which reserves the right to reject any or all proposals or parts thereof, select and award proposer(s) for all or any of the Services, to waive any informality, irregularity, or technicality in any proposal, to cancel or re-advertise for proposals, or take any other such actions that may be deemed to be in the best interests of the Town.

The Town Commission, in its sole discretion, shall select and approve one or more proposals and shall authorize the award of an Agreement(s) to the Successful Proposer(s).

**1.8 TOWN’S RIGHTS.**

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to select and award proposer(s) for all or any of the Services, waive irregularities in proposals, to cancel or discontinue this RFP process, and to request new proposals on the required work or Services. The Town Commission shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any proposals or responses to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

**1.9 AWARD OF PROPOSAL.**

The Town anticipates entering into an Agreement(s) with the Successful Proposer(s) determined by the Town to be in compliance with the requirements of this RFP and in the best interest and most advantageous to the Town. The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive any irregularities, to cancel or discontinue this RFP, and to request new proposals on the required materials or Services. The Town also reserves the right to waive minor variations to the

Specifications (interpretation of such to be made by the applicable Town department personnel). Final determination and award of proposal(s) shall be made by the Town Commission.

Neither this RFP, nor the notice of award of the Agreement(s) constitutes an agreement or contract with the Successful Proposer(s). An agreement or contract is not binding until a written agreement or contract, in substantially the form attached hereto as Exhibit "B," has been executed by the Town and the Successful Proposer(s) and approved as to form, content, and legal sufficiency by the Town Manager and Town Attorney.

**END OF SECTION 1**

## SECTION 2

### **TERMS AND CONDITIONS**

#### **INTRODUCTION**

All proposals submitted in response to this RFP and any Agreement(s) awarded to the Successful Proposer(s) must conform to the following terms and conditions.

#### **2.1. PURPOSE OF PROPOSAL.**

The Town of Surfside, Florida (“Town”) requests proposals from qualified firms to provide design-build services for the Town Hall Roof Replacement Project (the “Project”), including, but not limited to, evaluation of existing conditions, design and engineering, permitting, removal and disposal of the existing roofing system, and the furnishing and installation of a new roofing system, including all associated components such as roofing membranes, insulation, flashings, drainage components, and related work necessary to provide a complete and operational roofing system. The frequency, nature, scope and definition of the Services desired or required by the Town may change from time to time, at the Town’s discretion. Although this RFP includes information regarding the existing roof system and building conditions, including those provided in Exhibit “A,” such information is provided for reference purposes only, and the Contractor shall be responsible for verifying all existing conditions prior to and during the performance of the Work. The Town reserves the right, in its sole discretion, to modify, add to, or delete components of the Project as deemed necessary.

The Town intends to select and enter into an Agreement with a qualified contractor(s) that conform to the requirements of this RFP and are most advantageous to the Town and in its best interest. The Town reserves the right to award the proposal(s) considered to best serve the Town’s interests.

#### **2.2. SUBMISSION OF PROPOSALS.**

Proposers must use the proposal form(s) furnished by the Town with this RFP, as well as provide any information requested by this RFP. Failure to do so may cause the proposal to be rejected. Removal of any part of the proposal may invalidate the proposal. Incomplete, unresponsive, irresponsible, vague or ambiguous responses to this RFP may be just cause for rejection, as determined by the Town.

Proposer warrants that the terms and conditions quoted in the proposal, including pricing, will be firm for a period of one hundred eighty (180) days from the date of the proposal opening unless otherwise stated by the Town.

#### **2.3. DELIVERY.**

All equipment, materials, and components in connection with the Services shall be delivered F.O.B. destination (i.e., at a specific Town address), and delivery costs and charges (if any) shall be included in the proposal pricing. The Contractor shall be responsible for coordination of delivery, handling, storage, and protection of all equipment and materials associated with the Project. Exceptions should be noted.

## **2.4. MATERIALS.**

Any equipment, materials, or products furnished by the Contractor pursuant to this RFP shall remain the property of the Contractor until installed, tested (if applicable), and accepted to the satisfaction of the Town. All materials and equipment provided shall be new, of high quality, and suitable for the intended application, and shall conform to the requirements of this RFP and the Proposer's submitted proposal. In the event any equipment, materials, or components supplied to the Town are found to be defective, damaged, or not in conformance with the requirements of this RFP, the Specifications, or the approved proposal, the Town reserves the right to reject such equipment or materials. The Contractor shall promptly remove and replace any such rejected items at no additional cost to the Town.

**2.5. PRICING.** The price schedule forms attached to this RFP under Section 4 and to be included with each proposal shall specify the Proposer's pricing and/or fees for the equipment, materials, and Services requested herein, including all labor, supervision, equipment, materials, permits, demolition, installation, inspections, testing (as applicable), warranties, and all other costs necessary to provide a complete and operational roofing system. Proposer shall include any and all applicable taxes in proposal prices. If the proposer is awarded an Agreement pursuant to this RFP, the prices and fees quoted in the proposal shall remain fixed and firm during the term of the Agreement, unless otherwise agreed to in writing by the Town.

## **2.6. PROPOSAL COSTS.**

Proposers submitting proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Town to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting proposals, providing additional information when requested by the Town, or for participating in any selection interviews.

## **2.7. LICENSES AND PERMITS.**

Proposer shall secure any and all necessary and required licenses, certifications, and permits to perform the design-build roof replacement and related construction Services described in this RFP, including, but not limited to, all applicable Federal, State, County, and Town licenses and permits. All proposers must provide the necessary documentation to demonstrate that they meet all applicable licensing and permitting requirements, including the following:

**2.7.1. Licenses** – CONTRACTOR must be fully licensed with all applicable and required licenses, certifications, and permits to perform roofing and general construction services, including, but not limited to, State of Florida Certified or Registered Roofing Contractor licensing (or General Contractor licensing, as applicable), and any required Miami-Dade County and/or Town licenses, certifications, and permits.

**2.7.2. Technical Certifications** – CONTRACTOR must have, subcontract, and/or retain appropriately licensed and qualified personnel to perform commercial roofing installation, repair, and replacement services. All personnel shall comply with applicable federal, state, and local regulations. Where applicable, the Contractor shall demonstrate experience with

installation of roofing systems meeting Miami-Dade Notice of Acceptance (NOA) or equivalent approval requirements.

**2.7.3. Permits and Inspections** – CONTRACTOR shall be responsible for obtaining all required permits, approvals, and inspections necessary for the performance of the Work, including, but not limited to, building permits and any required structural or roofing-related permits, and shall coordinate all required inspections with the applicable regulatory authorities.

**2.7.4. Code Compliance** – CONTRACTOR shall ensure that all work performed complies with all applicable Federal, State, County, and Town codes, including, but not limited to, the Florida Building Code, including applicable High Velocity Hurricane Zone (HVHZ) requirements, Florida Energy Conservation Code, and all other applicable laws and regulations.

By submitting a proposal in response to this RFP, Proposer represents and warrants to the Town that it holds all licenses, certifications, and permits (“Licenses”) required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Town that the Licenses shall be in full force and effect on the date of performance of the Services and further represents that it holds and will hold all Licenses throughout the term of the Agreement. Proposer shall provide the Town with copies of all Licenses and any additional permits that may be required for performance of the Services with its proposal and during the term of the Agreement.

Where the Contractor is required to enter onto Town property, public rights-of-way, or other property to deliver materials or to perform the Services as a result of a proposal award, the Contractor will assume the full duty, obligation, and expense of obtaining all necessary approvals, licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town, property, or person occasioned by the acts or omissions, or the negligence of the proposer (or their agent) or any person the proposer has designated in the completion of the Services, as a result of the proposal.

## **2.8. INSURANCE.**

2.8.1 Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, 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 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 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 Services.

2.8.1.1. 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 Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

2.8.1.2. 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 Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.

2.8.1.3. Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

2.8.2 The Contractor agrees to indemnify, defend and hold harmless the Town from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Agreement or Contractor's performance of the Services required by this RFP.

2.8.3 The Contractor shall also, upon request by the Town, provide copies of all official receipts and endorsements as verification of Contractor's timely payment of each insurance policy premium as required by the Agreement.

## **2.9. COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.**

Contractor shall conduct its operations in compliance with all applicable Federal, State, County, and Town laws, codes, ordinances, and regulations in providing the Services required by this RFP, including specifically: applicable provisions of the Florida Building Code, including High Velocity Hurricane Zone (HVHZ) requirements; Florida Energy Conservation Code; and all other applicable codes governing roofing systems, structural integrity, and building envelope performance; all applicable permitting and inspection requirements of the Town; and Section 54-

78, “Prohibited Noises,” of Chapter 54 of the Town’s Code of Ordinances regulating construction-related noise and hours of operation. Contractor shall also comply with all applicable occupational safety and health requirements, including those of the Occupational Safety and Health Administration (OSHA), and shall coordinate all work in a manner that minimizes disruption to ongoing Town Hall operations.

**2.10. FEMA REQUIREMENTS.**

**2.10.1.** This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found on Form 12 under Section 4, if applicable.

**2.10.2.** To the extent applicable, the Contractor is bound by and must comply with the requirements of the FEMA Public Assistance Program and Policy Guide, as may be amended from time to time, which is hereby incorporated by reference.

**2.11. ASSIGNMENT.**

The Contractor shall not transfer or assign the performance of the Services required by this RFP and the Agreement without the Town’s prior written consent. Any award issued pursuant to this RFP and monies which may be payable by the Town, are not assignable except with the Town’s prior written approval.

**2.12. ATTORNEY’S FEES.**

If the Town incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Contractor agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney’s fees.

**2.13. CONTRACTOR’S RELATION TO THE TOWN.**

It is expressly agreed and understood that the Contractor is in all respects an independent contractor as to all Services hereunder, and that the Contractor is in no respect an agent, servant or employee of the Town. This RFP specifies the Services to be performed by the Contractor, but the method to be employed to accomplish the Services shall be the responsibility of the Contractor, unless otherwise provided in the Agreement or by the Town.

**2.14. DISCRIMINATORY PRACTICES.**

The Contractor shall not discriminate or deny service, deny access, or deny employment to any person on the basis of race, color, creed, sex, sexual orientation, religion or national origin. The Contractor will strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida or the Federal Government.

**2.15. TIME IS OF THE ESSENCE; DELIVERY OF SERVICES.**

The Contractor acknowledges and agrees that time is of the essence in the performance and delivery of the Services hereunder.

**2.16. CANCELLATION.**

Failure on the part of the Contractor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the Contractor holding the Town harmless.

**2.17. DISPUTES.**

If any dispute concerning a question of fact arises under the resulting Agreement, other than termination for default or convenience, the dispute will be handled by the Town Manager.

**2.18. TERMINATION FOR DEFAULT.**

In the event of default by the proposer or Contractor, the Town may terminate the Agreement, procure the Services from other sources and hold the proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

**2.19. TERMINATION FOR CONVENIENCE.**

The Town may terminate the Agreement, in whole or in part, for convenience upon five (5) days prior written notice to the Contractor. Upon such termination, the Town shall be responsible to the Contractor only for payment in accordance with the payment provisions of the Agreement for those Services rendered prior to and through the date of termination.

**2.20. INDEMNIFICATION.**

The Contractor shall indemnify, save harmless and defend the Town, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of any act, error, omission, negligent act, conduct or misconduct of the Contractor, its agents, servants or employees, in the performance of the Services pursuant to this RFP and/or from any procurement decision of the Town including without limitation, awarding the Agreement to a Contractor.

**2.21. MULTIPLE /OTHER VENDORS.**

The Town reserves the right to select and award multiple proposers to provide one, some or all of the Services. If the selected contractors are unavailable, the Town reserves the right to seek and obtain other sources.

As tasks and schedules are identified, substantial completion times will be mutually agreed upon between the Contractor and the Town.

**2.22. PUBLIC ENTITY CRIME/DISQUALIFICATION.**

Pursuant to Section 287.133(3)(a), Florida Statute, all proposers are advised as follows:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a

public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

**2.23. NO CONTINGENT FEE.**

Proposer shall warrant that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure the Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making the Agreement. For the breach or violation of this provision, the Town shall have the right to terminate the Agreement, without liability, at its discretion.

**2.24. PUBLIC RECORDS; CONFIDENTIALITY.**

Proposers are hereby notified that all information submitted as part of or in support of proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes. If there is any apparent conflict between Florida’s Public Records Law and this RFP, Florida Law will govern and prevail.

All proposals submitted in response to this RFP shall become the property of the Town. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Town reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any proposal shall not nullify the Town’s rights hereunder.

**END OF SECTION 2**

## **SECTION 3**

### **SCOPE OF SERVICES**

#### **3.1 INTRODUCTION.**

The Town is seeking proposals from qualified firms to provide all labor, materials, equipment, supervision, professional services, permits, and incidentals necessary to design, remove, replace, install, and place into service a complete roofing system for the Town Hall facility, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (“RFP”). The Town intends to procure these services under a Design-Build delivery method. The selected Contractor shall be responsible for both the design and construction of the Project, including, but not limited to, evaluation of existing conditions, engineering, system selection, permitting, demolition, installation, inspections, and closeout of a complete and operational roofing system.

The Town has made available certain information regarding existing conditions, including existing roof plans and reference materials, for informational purposes only. Such information is not guaranteed to be complete or accurate, and the Contractor shall be solely responsible for field verification of all existing conditions, dimensions, materials, structural conditions, drainage conditions, penetrations, and all other conditions affecting the Project. The Town reserves the right to award some or all Services to one or more qualified firms if determined to be in the best interest of the Town; however, the Town anticipates awarding the Design-Build scope to the proposer whose proposal is determined to be most advantageous to the Town.

#### **3.2 SCOPE OF WORK.**

##### **3.2.1 SUMMARY.**

The objective of this Project is to replace the existing Town Hall roofing system with a complete, watertight, durable, code-compliant, and maintainable roofing system suitable for operation in a coastal, high-wind environment. The Work shall include all design and construction services necessary to provide a complete and fully operational roofing system.

##### **3.2.2 GENERAL REQUIREMENTS.**

The Contractor shall furnish all labor, supervision, engineering, design services, materials, tools, equipment, supplies, transportation, permits, testing (as applicable), inspections, and other incidentals necessary to complete the Work.

The scope shall include, but not be limited to, the following:

- Evaluation and field verification of existing roof conditions
- Engineering, design, and preparation of construction documents
- Permitting and coordination with applicable authorities having jurisdiction
- Demolition and removal of existing roofing system and components, as required
- Furnishing and installation of a complete new roofing system

- Structural, waterproofing, and ancillary work necessary to support the new system
- Coordination with existing rooftop equipment and penetrations
- Inspections, testing (as applicable), and final acceptance
- Provision of warranties, manuals, as-builts, and closeout documentation

The Work shall include all items reasonably inferable from the Project requirements, whether or not every item is specifically mentioned in this Section, so that the resulting roofing system is complete, functional, and suitable for its intended purpose.

### **3.2.3 DESIGN-BUILD RESPONSIBILITY.**

The Contractor shall serve as the Design-Builder for the Project and shall be responsible for the adequacy, coordination, code compliance, constructability, performance, and completeness of the final roofing system design and installation. The Contractor shall provide all required engineering and design services, including signed and sealed drawings and calculations prepared by appropriately licensed professionals, as required for permitting and construction. The Contractor shall be solely responsible for verifying existing conditions, roof assembly selection, drainage design, structural considerations, wind uplift resistance, attachment methods, sequencing, compatibility with existing conditions, and all other design considerations necessary to provide a complete and operational roofing system. The Contractor shall be solely responsible for the performance and functionality of the completed roofing system.

### **3.2.4 EXISTING CONDITIONS AND REFERENCE DOCUMENTS.**

The Town has made available certain documentation regarding the existing roof system, including plans, layouts, and other reference materials, which are attached hereto as Exhibit “A” and incorporated herein for informational purposes only. Such information is not guaranteed to be complete or accurate and shall not relieve the Contractor of its obligation to independently verify all existing conditions. The Contractor shall visit the site, examine all accessible conditions, and confirm all information necessary for design and construction, including but not limited to roof assembly composition, deck condition, insulation, drainage, penetrations, flashing conditions, and structural constraints. Any discrepancies between the information provided in Exhibit “A” and actual field conditions shall be identified and incorporated into the Contractor’s design and proposal. No claim for additional compensation or time shall be based solely upon the Contractor’s failure to verify existing conditions. The Contractor shall determine, through design and field investigation, what existing components are to remain, be modified, be reused if acceptable, or be removed and replaced. All such determinations shall be submitted to the Town for review and concurrence.

## **3.3 PRE-CONSTRUCTION SERVICES.**

### **3.3.1 SITE INVESTIGATION.**

The Contractor shall perform all site investigations necessary to assess existing roof conditions, including roof assembly, structural deck, drainage conditions, penetrations, flashing systems, rooftop equipment coordination, and access.

### **3.3.2 ENGINEERING AND DESIGN.**

The Contractor shall provide all engineering and design services necessary for a complete and code-compliant roofing replacement project, including:

- Roof system selection and design
- Wind uplift resistance design in accordance with applicable codes
- Drainage design and evaluation
- Structural evaluation related to roofing system installation
- Attachment and fastening design
- Waterproofing and flashing design
- Preparation of signed and sealed construction documents

### **3.3.3 SUBMITTALS.**

The Contractor shall submit all required documents for Town review prior to commencement of Work, including but not limited to:

- Shop drawings
- Product data and system specifications
- Manufacturer information
- Roofing assembly details
- Fastening and attachment details
- Permitting documents
- Project schedule
- Inspection and testing plan
- Warranty information

Town review of submittals shall not relieve the Contractor of responsibility for the design, coordination, or performance of the system.

### **3.3.4 PROJECT SCHEDULE.**

The Contractor shall prepare and maintain a detailed project schedule including design, permitting, procurement, demolition, installation, inspections, and substantial completion. The schedule shall be coordinated with Town operations.

### **3.3.5 PERMITS AND APPROVALS.**

The Contractor shall obtain all permits, approvals, and inspections required for the Work. The Contractor shall be responsible for preparing and submitting all required permit documents, responding to review comments, coordinating inspections, and obtaining final approvals.

## **3.4 DEMOLITION AND REMOVAL.**

### **3.4.1 GENERAL.**

The Contractor shall remove existing roofing materials and components as required.

### **3.4.2 EXISTING SYSTEM COMPONENTS.**

The demolition scope may include, but is not limited to, removal of existing:

- Existing roofing membrane(s)
- Insulation and lightweight concrete or fill
- Flashings and edge details
- Drainage components
- Roof penetrations and associated materials (as required)

The Contractor shall determine, through design and field investigation, what existing components are to remain, be modified, be reused if acceptable, or be removed and replaced. All such determinations shall be submitted to the Town for review and approval prior to implementation.

### **3.4.3 DISPOSAL.**

All materials shall be properly removed and disposed of in accordance with applicable laws.

### **3.4.4 PROTECTION OF EXISTING CONDITIONS.**

The Contractor shall protect all portions of the building and site that are to remain. Any damage resulting from the Contractor's operations shall be repaired or replaced at no additional cost to the Town.

## **3.5 NEW ROOF SYSTEM.**

### **3.5.1 GENERAL SYSTEM REQUIREMENTS.**

The Contractor shall provide a complete Roof system designed to serve the Town Hall facility and meet the operational requirements of the building.

The proposed system shall:

- Is new and of high quality
- Meets all applicable codes and approvals
- Is suitable for coastal, salt-air environments
- Provides a watertight building envelope
- Is durable and maintainable
- Is designed for long-term performance

The proposed system shall be designed for lifecycle cost efficiency, including energy consumption, maintenance, and long-term replacement considerations.

### **3.5.2 SYSTEM OPTIONS AND ALTERNATES.**

Proposers may propose roofing system approaches, including:

- Full roof replacement
- Roof recovery systems (if viable)
- Alternative roofing assemblies (e.g., modified bitumen, TPO, PVC, or other systems)

All systems must meet applicable code and performance requirements.

### **3.5.3 COASTAL ENVIRONMENT REQUIREMENTS.**

All systems shall be designed to withstand coastal conditions, including:

- High wind uplift resistance
- Wind-driven rain protection
- Corrosion-resistant materials
- Compliance with HVHZ and Miami-Dade County NOA requirements

### **3.6 INSTALLATION REQUIREMENTS.**

The Contractor shall provide all work necessary for complete installation, including:

- Roof assembly installation
- Flashing and waterproofing
- Drainage systems
- Roof penetrations and sealing
- Coordination with rooftop equipment

### **3.7 INSPECTION AND TESTING.**

The Contractor shall perform inspections and testing as required to verify proper installation and performance.

### **3.8 CONTINUITY OF OPERATIONS.**

The Contractor shall coordinate work to minimize disruption to Town Hall operations and identify any required phasing, after-hours work, or protective measures.

### **3.9 CLOSEOUT DOCUMENTS.**

Prior to final acceptance, the Contractor shall provide complete closeout documentation, including but not limited to:

1. As-built drawings

2. Warranties
3. Operation and maintenance information
4. Final inspection and permit closeout records

### **3.10 WARRANTY.**

Minimum one (1) year workmanship warranty, plus manufacturer warranties. Extended warranties may be proposed.

### **3.11 QUALITY ASSURANCE.**

Contractor shall be experienced in roofing and design-build delivery and comply with all applicable safety and quality standards.

### **3.12 LABOR, EQUIPMENT, PRODUCTS, AND MATERIALS.**

**3.12.1** Contractor shall be responsible for providing all labor, materials, supplies, tools, services, lifting equipment, rigging, cranes, safety devices, traffic control measures, and all other incidentals required to complete the Work.

**3.12.2** Equipment and materials furnished shall be of appropriate quality, type, size, and quantity necessary to adequately accomplish the Work.

**3.12.3** The Town reserves the right to inspect and approve all materials and equipment delivered and used according to these Specifications.

**3.12.4** Contractor shall ensure that project personnel are properly identified and that the worksite is maintained in a clean, safe, and professional manner at all times.

**3.12.5** All debris, removed materials, and unused materials shall be regularly collected and disposed of by the Contractor.

### **3.13 EXCLUSIONS AND CLARIFICATIONS.**

Unless specifically identified otherwise in the Contractor's proposal and accepted by the Town, the Contractor shall include all work reasonably necessary for a complete and operational Roof system. Any exclusions proposed by the Contractor shall be clearly stated in the proposal. The Town reserves the right to reject proposals containing exclusions that the Town determines are material to the Project or inconsistent with the requirements of this RFP.

### **3.14 PROPOSAL STRUCTURE AND ALTERNATE SYSTEM OPTIONS.**

The Town has established multiple price submittal forms to allow for evaluation of base system replacement, alternate system approaches, and optional services. Proposers shall structure their proposals in accordance with the following:

#### **3.14.1 Base Roof System Replacement (Form 8A).**

Proposers shall provide a complete price for the base roof system replacement using Form 8A. The base proposal shall include all labor, materials, equipment, engineering, permitting, demolition, installation, flashing, waterproofing, drainage components, testing (as applicable), inspections, and all other work necessary to provide a complete and watertight roofing system in accordance with this RFP. The base system may be based on the Proposer's recommended roofing system approach; however, it shall reflect a complete and fully functional solution meeting the requirements of this Section.

### **3.14.2 Alternate System Options (Form 8B).**

Proposers are encouraged to submit alternate system options, value engineering solutions, or alternative roofing system approaches using Form 8B.

- Alternate system options may include, but are not limited to:
- Alternative roofing system types (e.g., modified bitumen, TPO, PVC, built-up roofing, or other comparable systems)
- Roof recovery systems, if determined to be viable by the Proposer
- Alternative insulation systems or configurations
- Alternative manufacturers or material systems
- System configurations that improve durability, wind resistance, constructability, lifecycle cost, or maintainability

Each alternate proposal shall:

- Clearly identify the roofing system type and configuration
- Include all engineering, materials, installation, and components required for a complete system
- Provide sufficient detail to allow the Town to evaluate performance, durability, maintenance, and lifecycle considerations
- Identify any deviations from the base proposal
- Include all associated costs using Form 8B

Alternate systems shall meet or exceed all applicable code requirements, including Florida Building Code and HVHZ requirements, and shall be suitable for a coastal environment.

### **3.14.3 Optional Services and Additional Pricing (Form 8C).**

Proposers shall provide pricing for optional services using Form 8C. Optional services may include, but are not limited to:

- Extended system warranties
- Preventative maintenance programs
- Emergency repair services
- Periodic inspection services
- Additional training (if applicable)

- Spare materials or components

All optional pricing shall be clearly identified and shall not be included in the base proposal price.

#### **3.14.4 Evaluation of Base and Alternate Proposals.**

The Town reserves the right to evaluate the base proposal and any alternates independently or collectively and may select a base system, an alternate system, or a combination of proposed elements that is determined to be in the best interest of the Town. Submission of alternate systems is encouraged but not required. The Town reserves the right to reject any alternate that does not meet the requirements of this RFP.

**END OF THIS SECTION**

**SECTION 4**  
**PROPOSAL FORM PACKAGE**

As provided in the RFP, the following items must be attached to this Proposal:

<b>FORMS</b>	<b>STATUS</b>
Form 1 – Proposal Form Package Acknowledgement	<input type="checkbox"/>
Form 2A. Proposer’s Certification (if Company or Corporation)	<input type="checkbox"/>
Form 2B. Proposer’s Certification (if Partnership)	<input type="checkbox"/>
Form 3. Single Execution Affidavits	<input type="checkbox"/>
Form 4. Dispute Disclosure	<input type="checkbox"/>
Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions	<input type="checkbox"/>
Form 6. Proposer’s Qualifications Survey	<input type="checkbox"/>
Form 7. Statement of Qualifications Checklist	<input type="checkbox"/>
Form 8A. Price Submittal Schedule Form – Base Roof System Replacement (Design, Installation, and Commissioning)	<input type="checkbox"/>
Form 8B. Price Submittal Schedule Form – Alternate System Options (if applicable)	<input type="checkbox"/>
Form 8C. Price Submittal Schedule Form – Optional Services, Extended Warranty, Preventative Maintenance, and Emergency Services	<input type="checkbox"/>
Form 9. Reference List	<input type="checkbox"/>
Form 10. Federally Required Clauses Affidavit	<input type="checkbox"/>

**FORM 1**  
**PROPOSAL FORM PACKAGE ACKNOWLEDGEMENTS**

I hereby propose to furnish the goods and services specified in the Request for Proposals, RFP No. 2026-04. I agree that my proposal will remain firm for a period of 180 days after opened by the Town in order to allow the Town adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Firm named as the Proposing Firm and that said Firm is ready, willing, and able to perform if awarded the Agreement.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal; no officer, employee or agent of the Town of Surfside or any other proposer has an interest in said proposal. Furthermore, I certify that the undersigned executed this Proposal Form with full knowledge and understanding of matters therein contained and was duly authorized.

I further certify that the Proposer acknowledges receipt of all Addenda issued by the Town in connection with the RFP (Check the box next to each addendum received).

_____ Addendum 1	_____ Addendum 6
_____ Addendum 2	_____ Addendum 7
_____ Addendum 3	_____ Addendum 8
_____ Addendum 4	_____ Addendum 9
_____ Addendum 5	_____ Addendum 10

Attached hereto are the following forms/documents which form a part of this proposal:

- Form 1. Proposal Form Package Acknowledgement.
- Form 2A. Proposer's Certification (if Company or Corporation)
- Form 2B. Proposer's Certification (if Partnership)
- Form 3. Single Execution Affidavits
- Form 4. Dispute Disclosure
- Form 5. Certification Regarding Debarment, Suspension, & Other Responsibility Matters Primary Covered Transactions
- Form 6. Proposer's Qualifications
- Form 7. Statement of Qualifications Checklist
- Form 8A. Price Submittal Schedule Form – Base Roof System Replacement (Design, Installation, and Commissioning)
- Form 8B. Price Submittal Schedule Form – Alternate System Options (if applicable)
- Form 8C. Price Submittal Schedule Form – Optional Services, Extended Warranty, Preventative Maintenance, and Emergency Services
- Form 9. Reference List
- Form 10. Federally Required Clauses Affidavit







**FORM 3**  
**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 PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID. 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 subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 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.

\_\_\_\_\_  
Proposer Initials

**Public Entity Crimes Affidavit**

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any

other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

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

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

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

**(INDICATE WHICH STATEMENT APPLIES.)**

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing

Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted 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.

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Proposer Initials

**No Conflict of Interest or Contingent Fee Affidavit**

Proposer 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. Proposer 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 and Town of Surfside conflict of interest or code of ethics ordinances. Further, Proposer 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 Proposer should the Proposer be selected for the performance of this contract.

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Proposer Initials

**Business Entity Affidavit**

Proposer 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 Proposer 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 Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Town. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer 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 Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town.

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Proposer Initials

### **Anti-Collusion Affidavit**

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

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Proposer Initials

### **Scrutinized Company Certification**

1. Proposer certifies that it and its subcontractors 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 Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer 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.

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Proposer Initials

**Drug-Free Workplace Affidavit**

Proposer hereby recognizes that, pursuant to F.S. § 287.087, preference shall be given to businesses with drug-free workplace programs when two bids/proposals are equal with respect to price, quality, and service. Proposer understands that in order to qualify as a drug-free workplace, proposer must:

- a) 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.
  
- b) Inform employees about the dangers of drug abuse in the workplace, the Proposer’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.
  - 1) Give each employee engaged in providing commodities or contractual services under the RFP a copy of the statement specified in subsection (1).
  - 2) Notify employees that, as a condition of working on the commodities or contractual services under the RFP, the employee must 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.
  - 3) 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.
  - 4) Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section.

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.)**

- The entity submitting this sworn statement is a drug-free workplace and is in full compliance with the requirements set forth under F.S. § 287.087.
  
- The entity submitting this sworn statement is not a drug-free workplace.

\_\_\_\_\_  
Proposer Initials

**Town Non-Discrimination Requirements Affidavit**

Proposer understands that pursuant to Section 3-1.1 of the Code of the Town of Surfside, the Town will not enter into or award a contract to an entity engaged in a boycott.

Proposer understands that “Boycott” as defined under Section 3-1.1 of the Code of the Town of Surfside means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to

blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Proposer certifies that it is not engaged in a boycott, and is in full compliance with Section 3-1.1 of the Code of the Town of Surfside.

\_\_\_\_\_  
Proposer Initials

**Acknowledgment, Warranty, and Acceptance**

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of **RFP No. 2026-04** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Town Commission or Town Manager, as applicable.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.

\_\_\_\_\_  
Proposer Initials

**In the presence of:**

**Signed, sealed and delivered by:**

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

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

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

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

**ACKNOWLEDGMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

**FORM 4  
DISPUTE DISCLOSURE**

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

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal or Bid for the Town of Surfside.

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

\_\_\_\_\_  
*Print Name & Title*

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

Personally known

*OR*

Produced identification \_\_\_\_\_

*Type of identification*

Notary Public – State of \_\_\_\_\_

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

\_\_\_\_\_  
*Printed, typed or stamped commissioned name of notary public*

**FORM 5**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**  
**PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this Statement of Qualifications.

Business Name \_\_\_\_\_

Date \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name and Title of Authorized Representative

**FORM 6**  
**PROPOSER'S QUALIFICATIONS SURVEY**

**NOTE: This statement of Proposer's Qualification must be completely filled out, properly executed and returned as part of your Proposal.**

[Provide documentation evidencing the experience of the proposer and demonstrating that the proposer has successfully provided services similar to those specified herein to other agencies of similar size and needs as the Town. The proposer firm shall be currently engaged in landscaping and maintenance services on a full time basis and shall have been in existence and continuous operation providing these services for a minimum of five (5) years]

1. List the true, exact and proper names of the company, partnership, corporation, and trade or fictitious name under which you do business and principals by names and titles:

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Principals: \_\_\_\_\_ Titles: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. a. Are you licensed, as may be required, in the designated area(s) of Miami-Dade County, Florida?

YES \_\_\_\_\_ NO \_\_\_\_\_

- b. List Principals Licensed:

Name(s): \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

3. How long has your Firm been in business and so licensed? \_\_\_\_\_

4. If Proposer is an individual, corporation, company or a partnership, answer the following:

a. Date of Organization \_\_\_\_\_

b. Name, address and ownership units of all directors, officers, members, principals or partners:

\_\_\_\_\_

\_\_\_\_\_

**Form 6 – Proposer’s Qualifications Survey (continued)**

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- c. State whether general or limited partnership: \_\_\_\_\_
- d. State whether a corporation or company \_\_\_\_\_. Date and State of incorporation\_\_\_\_\_.

If Proposer is other than an individual, corporation, company or partnership, describe the organization and give the name and address of principals.

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- 5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
- 6. How many years has your firm been in business under its present business name?

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- a. Under what other former names has your firm operated?

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- b. Is the firm or its principals now or in the past five (5) years been involved as a defendant in litigation concerning the performance of your Firm’s services or operations? If so list:

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- 7. a. List the pertinent experience of the key individuals of your Firm (continue on insert sheet, if necessary).

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- b. State the name of the individual(s) who will have personal supervision and key roles for the Services:

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**Form 6 – Proposer’s Qualifications Survey (continued)**

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8. List name and title of persons in your Firm who are authorized to enter into an Agreement with the Town of Surfside, Florida for the proposed Services should your Firm be the successful Proposer.

Name \_\_\_\_\_

Title \_\_\_\_\_

10. Describe your Firm's experience in providing services to other municipalities or governmental agencies similar to the services to be provided herein.

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Attach additional sheets if necessary.

**FORM 7**  
**STATEMENT OF QUALIFICATIONS CHECKLIST**

*Proposer Name:*

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*Company Name:*

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*Mailing Address:*

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*City, State, Zip Code:*

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*Telephone:*

---

*Fax:*

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**Mark all of the services the firm is qualified to perform with an "X" below:**

**Design-Build Roofing Services**

- Roof System Design and Engineering
- Preparation of Signed and Sealed Construction Documents
- Wind Uplift and Attachment Design (HVHZ Compliance)
- Drainage Design and Roof Slope Evaluation
- Permitting and Code Compliance Coordination

**Installation and Construction Services**

- Removal and Disposal of Existing Roofing Systems
- Installation of Roofing Systems (e.g., Modified Bitumen, TPO, PVC, Built-Up Roofing, or similar)
- Installation of Roof Insulation and Substrate Systems
- Flashing, Waterproofing, and Edge Detail Installation
- Roof Drainage Systems (Drains, Scuppers, Gutters, Downspouts)
- Coordination with Rooftop Equipment and Penetrations
- Structural Repairs Related to Roofing (if required)

**Inspection and Commissioning**

- Roof System Inspections and Quality Control
- Water Testing / Leak Detection (as applicable)
- Manufacturer Inspections and Warranty Certification

**Maintenance and Support Services**

- Preventative Maintenance Programs
- Emergency Roof Repair Services
- Extended Warranty Services
- Periodic Inspection Services

**Specialized Experience**

- Coastal Environment Installations (Corrosion-Resistant Materials)
- High Wind / Hurricane-Resistant Roofing Systems (HVHZ Experience)
- Occupied Building / Phased Construction Projects
- Government or Municipal Facility Projects

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**Other Services (please specify):** \_\_\_\_\_

**FORM 8A**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**Base Roof System Replacement (Design, Installation, and Commissioning)**

**Proposer Name:** \_\_\_\_\_

**BASE ROOF SYSTEM REPLACEMENT**

The Proposer shall provide a lump sum price for all labor, materials, equipment, supervision, engineering, permitting, demolition, installation, flashing, waterproofing, drainage components, inspections, testing (as applicable), and all other work necessary to provide a complete and watertight roofing system in accordance with the requirements of RFP No. 2026-04.

<b>Description</b>	<b>Lump Sum Price (\$)</b>
Base Roof System Replacement (Complete Design-Build Scope)	\$ _____

**PRICE BREAKDOWN (INFORMATIONAL ONLY)**  
*(For evaluation purposes; total must match lump sum above)*

<b>Component</b>	<b>Price (\$)</b>
Engineering and Design Services	\$ _____
Permitting and Approvals	\$ _____
Demolition and Removal of Existing Roofing System	\$ _____
Roofing System Materials (Membrane, Insulation, Substrate, etc.)	\$ _____
Flashing, Waterproofing, and Edge Details	\$ _____
Roof Drainage Components (Drains, Scuppers, Gutters, etc.)	\$ _____
Structural Repairs (if required)	\$ _____
Installation and Labor	\$ _____
Inspections and Testing (as applicable)	\$ _____
Training and Closeout Documentation	\$ _____
Other (Specify): _____	\$ _____
<b>Total (Must Equal Lump Sum Above):</b>	<b>\$ _____</b>

**PROPOSED ROOF SYSTEM TYPE (CHECK ONE OR DESCRIBE)**

- Modified Bitumen
- TPO (Thermoplastic Polyolefin)
- PVC (Polyvinyl Chloride)
- Built-Up Roofing (BUR)
- Roof Recovery System (if applicable)
- Other (Describe): \_\_\_\_\_

**PROPOSED MANUFACTURER / SYSTEM**

Manufacturer: \_\_\_\_\_

System Description: \_\_\_\_\_

**WARRANTY INFORMATION**

Manufacturer Warranty (Years): \_\_\_\_\_

Workmanship Warranty (Years): \_\_\_\_\_

**SCHEDULE**

Proposed Duration to Substantial Completion: \_\_\_\_\_ Calendar Days

**ACKNOWLEDGEMENT**

The undersigned Proposer certifies that the price submitted above includes all costs necessary to complete the Work in accordance with the RFP and that no additional compensation will be requested except as may be approved by the Town through a written change order.

Authorized Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

**FORM 8B**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**Alternate System Options (if applicable)**

**Proposer Name:** \_\_\_\_\_

**ALTERNATE SYSTEM OPTION NO. 1**

**Roof System Type:** \_\_\_\_\_  
*(e.g., Modified Bitumen, TPO, PVC, Built-Up Roofing, Roof Recovery System, etc.)*

**DESCRIPTION OF PROPOSED SYSTEM:**

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**PRICING**

<b>Description</b>	<b>Lump Sum Price (\$)</b>
Alternate System Option No. 1 (Complete Design-Build Scope)	\$ _____

**PRICE BREAKDOWN (INFORMATIONAL ONLY)**  
*(Total must match lump sum above)*

<b>Component</b>	<b>Price (\$)</b>
Engineering and Design Services	\$ _____
Permitting and Approvals	\$ _____
Demolition and Removal of Existing Roofing System (if applicable)	\$ _____
Roofing System Materials (Membrane, Insulation, Substrate, etc.)	\$ _____
Flashing, Waterproofing, and Edge Details	\$ _____
Roof Drainage Components	\$ _____
Structural Repairs (if required)	\$ _____
Installation and Labor	\$ _____
Inspections and Testing (as applicable)	\$ _____
Other (Specify): _____	\$ _____
<b>Total (Must Equal Lump Sum Above):</b>	<b>\$ _____</b>

**PROPOSED MANUFACTURER / SYSTEM**

Manufacturer: \_\_\_\_\_

System Description: \_\_\_\_\_

**KEY DIFFERENCES FROM BASE SYSTEM (FORM 8A)**

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**ADVANTAGES / VALUE ENGINEERING BENEFITS**

*(e.g., improved durability, wind resistance, lifecycle cost, maintenance, constructability)*

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**SCHEDULE IMPACT (IF ANY)**

Proposed Duration to Substantial Completion: \_\_\_\_\_ Calendar Days

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**ADDITIONAL ALTERNATE OPTIONS (IF APPLICABLE)**

Proposers may submit additional alternate systems by duplicating this form and labeling as:

- Alternate System Option No. 2
- Alternate System Option No. 3

**ACKNOWLEDGEMENT**

The undersigned Proposer certifies that the alternate price submitted includes all costs necessary to provide a complete and watertight roofing system in accordance with the RFP requirements, unless specifically noted otherwise.

Authorized Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

**FORM 8C**  
**PRICE SUBMITTAL SCHEDULE FORM**  
**Optional Services, Extended Warranty, Preventative Maintenance, and Emergency Services**

**Proposer Name:** \_\_\_\_\_

**OPTIONAL SERVICES**

Proposers shall provide pricing for optional services listed below. These services are not included in the Base Proposal (Form 8A) and will be considered separately at the Town's discretion.

**EXTENDED WARRANTY OPTIONS**

<b>Description</b>	<b>Term</b>	<b>Price (\$)</b>
Extended Manufacturer Warranty	_____ Years	\$ _____
Extended Workmanship Warranty	_____ Years	\$ _____
Full System Warranty (Materials & Labor)	_____ Years	\$ _____

**PREVENTATIVE MAINTENANCE PROGRAM**

<b>Description of Services</b>	<b>Frequency</b>	<b>Annual Cost (\$)</b>
Routine Roof Inspections (Visual Inspection, Minor Repairs, Cleaning of Drains, etc.)	_____	\$ _____
Preventative Maintenance Program (Inspection, Minor Repairs, Sealants, Drain Maintenance, etc.)	_____	\$ _____
Comprehensive Maintenance Program (All Inclusive)	_____	\$ _____

**EMERGENCY SERVICE RATES**

<b>Description</b>	<b>Rate (\$)</b>
Standard Hourly Rate (Regular Business Hours)	\$ _____ / hour
After Hours / Weekend Rate	\$ _____ / hour
Holiday Rate	\$ _____ / hour

Emergency Response Time Commitment \_\_\_\_\_ Hours

**ADDITIONAL OPTIONAL SERVICES**

<b>Description</b>	<b>Price (\$)</b>
Additional Inspection or Maintenance Visits	\$ _____
Spare Materials Package (Membrane, Sealants, Flashing Materials, etc.)	\$ _____
Leak Investigation and Diagnostic Services	\$ _____
Other (Specify): _____	\$ _____

**NOTES / ASSUMPTIONS (IF ANY)**

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**ACKNOWLEDGEMENT**

The undersigned Proposer certifies that all optional pricing provided above is separate from the Base Proposal and may be accepted or rejected by the Town in whole or in part.

Authorized Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

**FORM 9  
REFERENCE LIST**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,  
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

**REFERENCE #1**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

\_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

\_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

\_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**REFERENCE #2**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

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

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**REFERENCE #3**

**Public Entity Name:** \_\_\_\_\_

**Reference Contact Person/Title/Department:** \_\_\_\_\_

**Contact Number & Email** \_\_\_\_\_

**Public Entity Size/Number of Residents/Square Mileage:** \_\_\_\_\_

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

**Total Reimbursement Requested from FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

**Final Reimbursement (if available) Approved by FEMA, State, Insurance or Other Sources:** \_\_\_\_\_

**Is the Contract still Active? Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**FORM 10**  
**FEDERALLY REQUIRED CLAUSES AFFIDAVIT**  
**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC**  
**OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

**THIS PROCUREMENT SHALL CONFORM IN ALL RESPECTS TO THE “FEDERALLY REQUIRED CLAUSES” INCLUDING, BUT NOT LIMITED TO THOSE CLAUSES LISTED BELOW. PROPOSER SHALL WARRANT THAT IT HAS READ, UNDERSTANDS, AND IS WILLING TO COMPLY WITH ALL THE “FEDERALLY REQUIRED CLAUSES” LISTED BELOW. IN THE EVENT THE PROPOSEE FAILS TO SWEAR TO ANY PART OF THIS AFFIDAVIT, THE PROPOSER SHALL BE DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL. THIS AFFIDAVIT IS 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#: \_\_\_\_\_)

**A. 2 C.F.R. §200.213 - Suspension and debarment**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

\_\_\_\_\_  
**Proposer Initials**

**B. 2 C.F.R. §200.317 - Procurements by states**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §200.318 General procurement standards through 200.326 Contract provisions.

\_\_\_\_\_  
**Proposer Initials**

## C. 2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

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**Proposer Initials**

**D. 2 C.F.R. §200.319 - Competition**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations.

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

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**Proposer Initials**

## **E. 2 C.F.R. §200.320 - Methods of procurement to be followed**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publically advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- (v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of

A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

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**Proposer Initials**

**F. 2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) 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;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) 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; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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**Proposer Initials**

**G. 2 C.F.R. §200.322 - Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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**Proposer Initials**

## **H. 2 C.F.R. §200.323 - Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

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## **Proposer Initials**

## **I. 2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2)The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

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**Proposer Initials**

**J. 2 C.F.R. §200.325 - Bonding requirements**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A

“performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

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**Proposer Initials**

**K. §200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

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**Proposer Initials**

**L. 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

Requirements under the Uniform Rules. A non-Federal entity’s contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity’s own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract

terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R.

§ 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with

which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

#### 4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- (2) In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- (3) The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (4) In contracts subject to the Davis-Bacon Act, the contracts must also include a provision

for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- (5) The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the contract clause listed under section 4(b), “Compliance with the Copeland “Anti-Kickback” Act.”

b. “Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

(1) “Clean Air Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

(2) Federal Water Pollution Control Act

(a) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(b) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(c) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date"

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965)

(codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government:  
“The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts:  
“The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

---

Proposer Initials

[SIGNATURE PAGE FOLLOWS.]

**In the presence of:**

**Signed, sealed and delivered by:**

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

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

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

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

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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

**Exhibit "A"**  
**Existing System**



**OJUTTO & ASSOCIATES, INC.**  
 13364 SW 128 STREET  
 MIAMI, FL 33186  
 PH. 305-236-2350

ARCHITECTURE AND  
 INTERIOR DESIGN BY:  
**ARCHITECTURAL  
 DESIGN  
 COLLABORATIVE**

151 SEVILLA AVENUE  
 SUITE NO. 200  
 CORAL GABLES, FL 33134  
 PH. 305-442-1188

MECHANICAL, ELECTRICAL  
 PLUMBING ENGINEERING BY:

**GARTEK**  
 Engineering Corporation

7210 S.W. 39th Terrace  
 Miami, Florida 33155  
 (305) 268-8997

seal  
 4/28/15  
**RAYMOND REIRO P.A.**  
 STATE OF FLORIDA # 16536

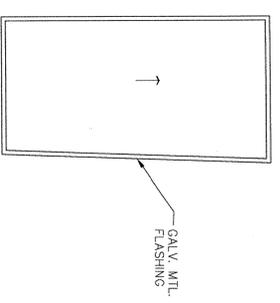
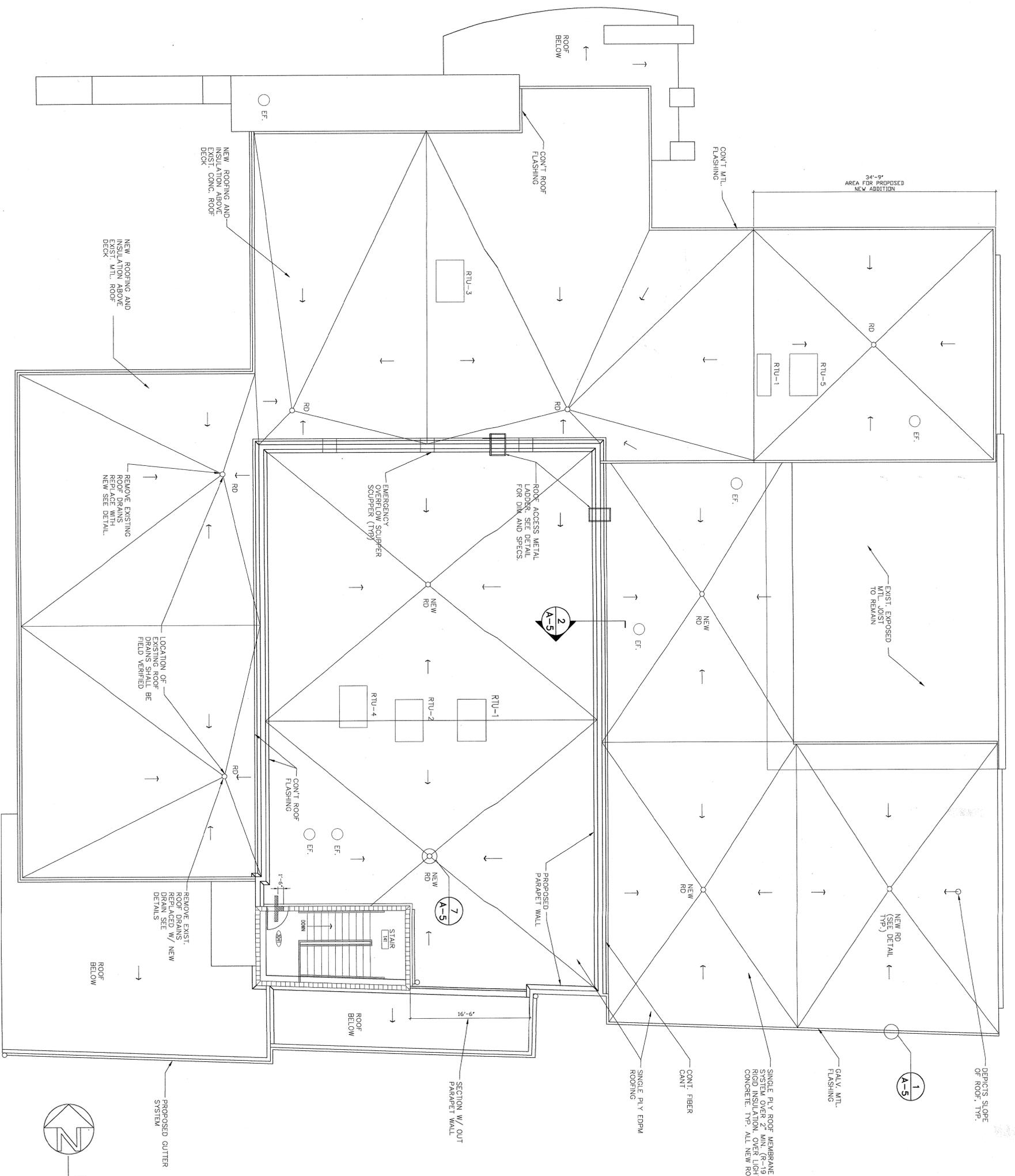
**TOWN OF SURFSIDE**  
**TOWN HALL RENOVATION**  
 9293 Harding Avenue, Surfside, FL 33154

date	description	no.
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ADDENDA # 1		
4-16-99 ISSUE #2		
revisions		

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sheet

**A-4**



**STAIR ROOF PLAN**  
 SCALE: 1/8" = 1'-0"



**ROOF PLAN**  
 SCALE: 1/8" = 1'-0"

4 OF 24



O'NEIL & ASSOCIATES, INC.  
13984 SW 128 STREET  
MAVIL, FL 33196  
PH. 305-236-2350

ARCHITECTURE AND  
INTERIOR DESIGN BY:  
ARCHITECTURAL  
DESIGN  
COLLABORATIVE  
151 SEVILLA AVENUE  
SUITE NO. 200  
CORAL GABLES, FL 33134  
PH. 305-442-1188

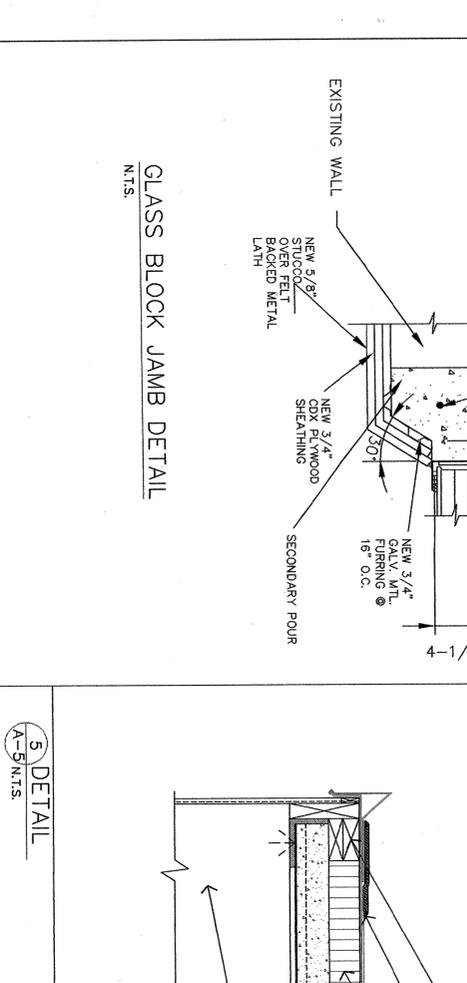
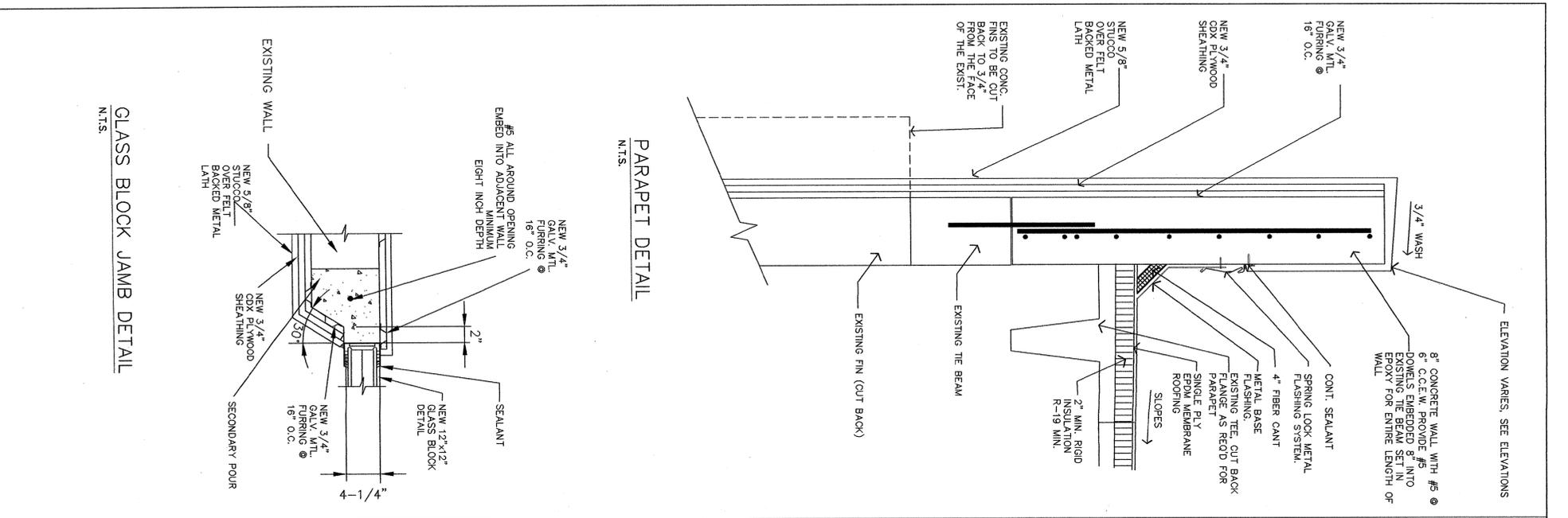
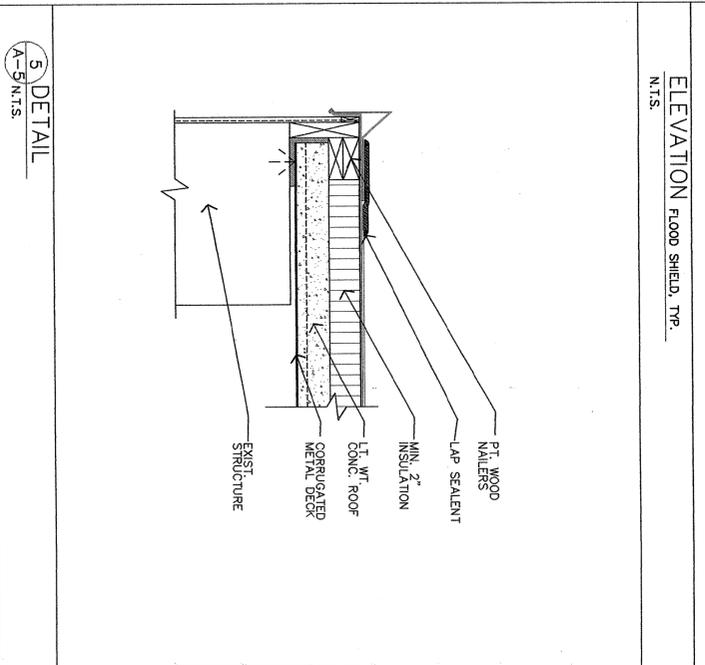
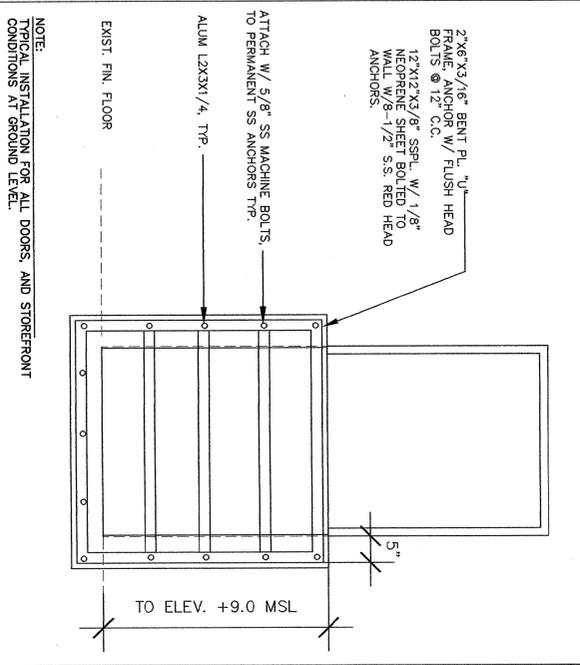
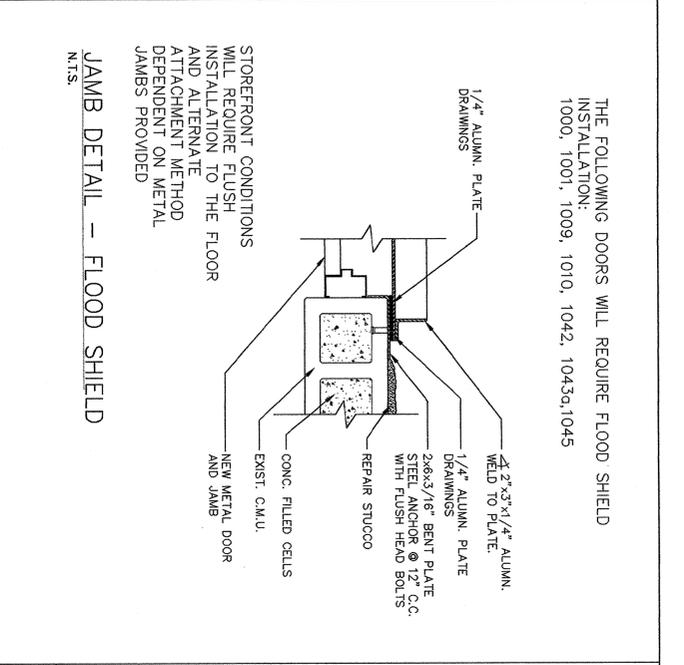
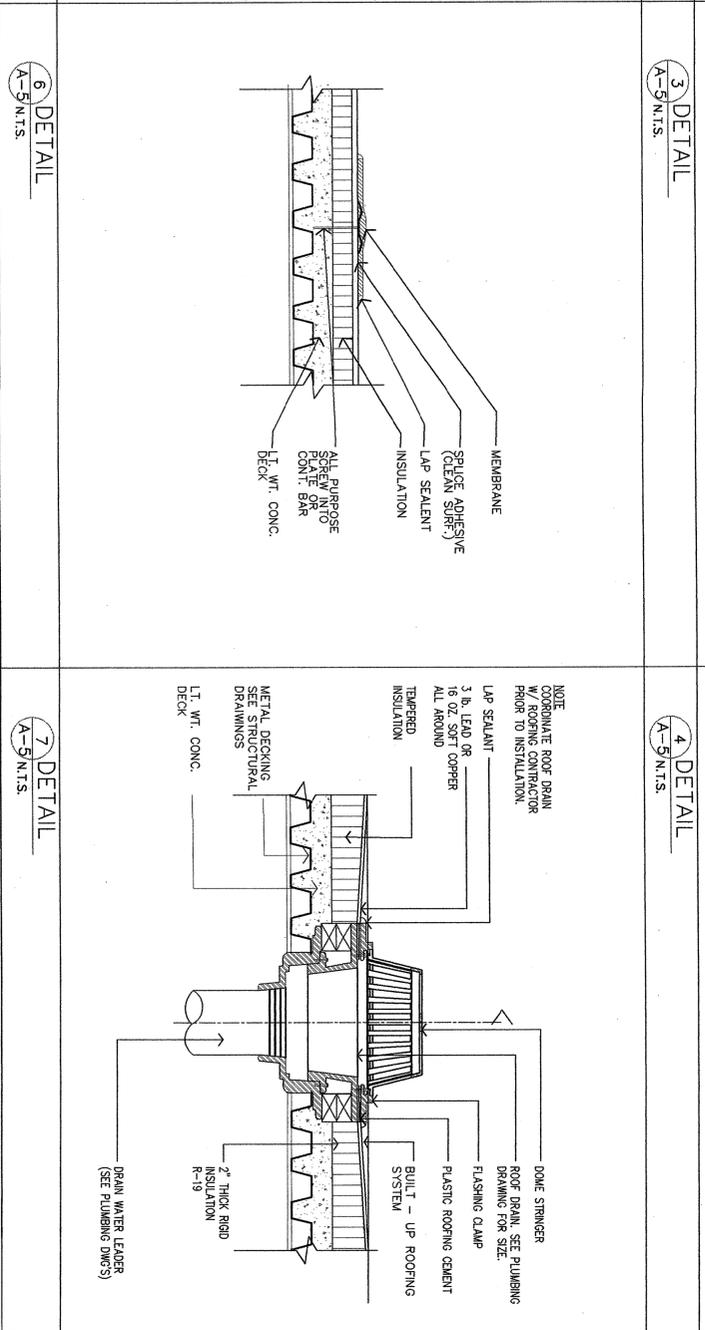
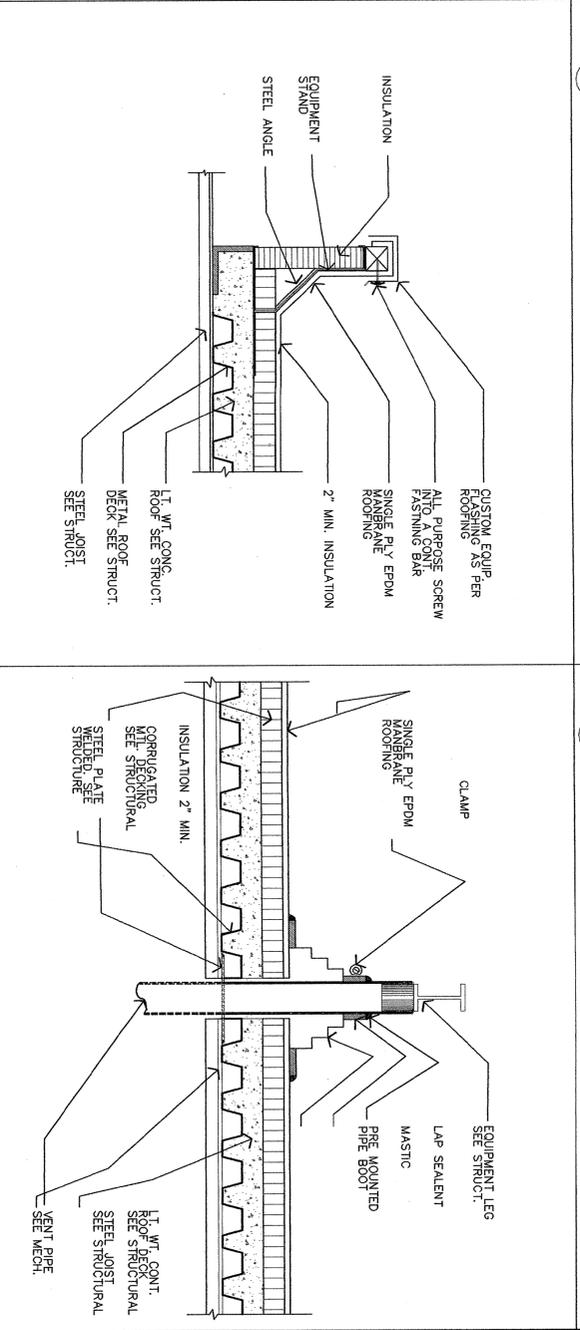
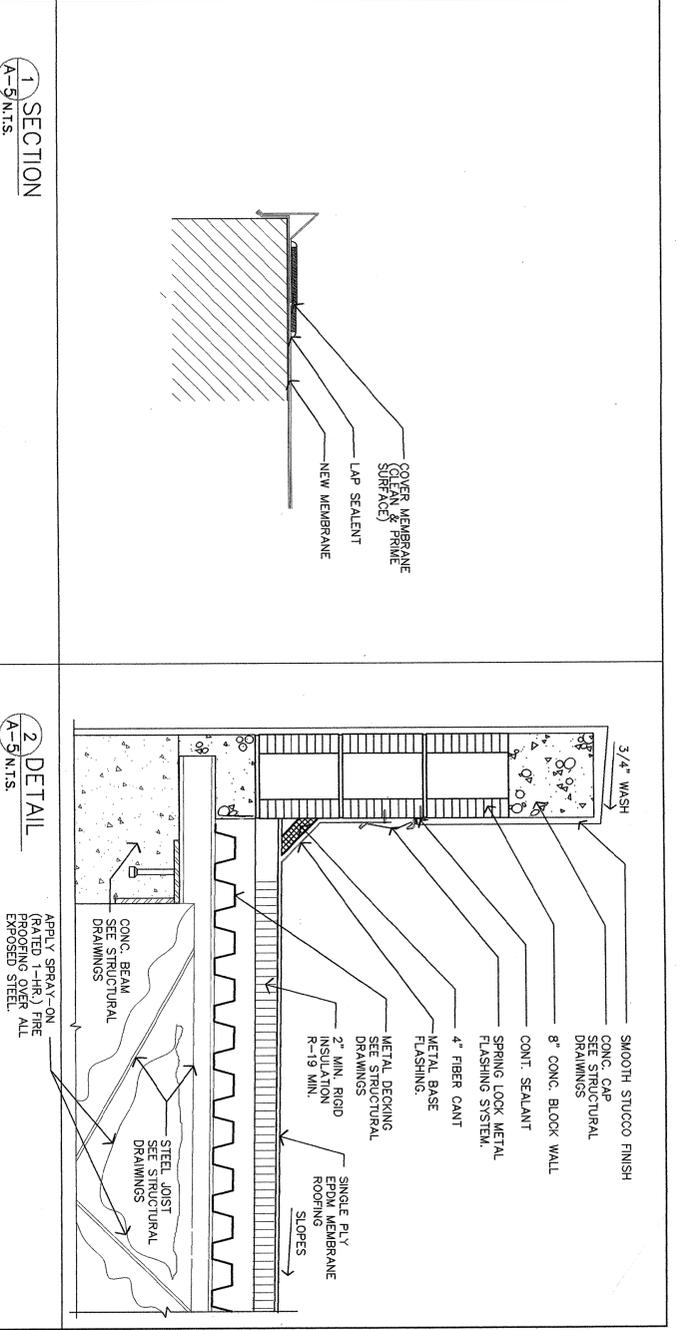
MERCHANICAL, ELECTRICAL,  
PLUMBING ENGINEERING BY:  
GARTTEK  
Engineering Corporation  
7210 S.W. 39th Terrace  
Miami, Florida 33155  
(305) 286-8997

RAYMOND FERRO R.A.  
STATE OF FLORIDA

seal  
1/28/15

**TOWN OF SURFSIDE**  
**TOWN HALL BUILDING RENOVATION**  
9293 Harding Avenue, Surfside, Fl 33154

date	description	no.
3/23/99	ADDENDA #1	
REVISIONS		
P.N.	ROOF DETAILS	
sheet		
A-5		
5 OF 24		



**Exhibit "B"**  
**Sample Agreement**

(To be issued via Addendum at a later date)