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**Town of Cutler Bay**  
**REQUEST FOR QUALIFICATIONS**  
**RFQ # 17-06**  
**“General Planning Services”**

**SECTION # 1**

**INTRODUCTION**

The Town of Cutler Bay (the “Town”), a municipality located in Miami-Dade County, Florida, desires to receive professional qualifications for the selection of two (2) Planning Consulting firms (the “Consultants”) to provide General Planning Services. Florida law requires the Town to make a determination of a respondent’s qualifications to perform general planning services prior to engagement. The information used in this RFQ will be used by the Town to make this determination.

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

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

**1.1 SCHEDULE OF EVENTS**

<b>No.</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of RFQ & Cone of silence begins	TBA	9:00 AM
2	<b><u>Mandatory Pre-RFQ-Response Meeting</u></b> 10720 Caribbean Blvd., Suite 105 Cutler Bay, Florida 33189	<b>TBA</b>	<b>10:00 AM</b>
3	Deadline to Submit Questions	TBA	5:00 PM
4	Town Responses to Questions Deadline	TBA	5:00 PM
5	<b>Deadline to Submit RFQ-Response</b>	<b>TBA</b>	<b>4:00 PM</b>
6	Announcement of selected Respondents/Cone of Silence Ends	TBA	7:00 PM

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



## **1.2 ELIGIBILITY**

In addition to other requirements stated in this document, to be eligible to respond to this RFQ, the respondent must have successfully provided, within the past five (5) years, services similar to those described in Section 2.2 of this RFQ. The respondent must meet all legal, technical and professional requirements for providing the requested services. The respondent project manager and task leaders must be certified planners and member of the American Institute of Certified Planners (AICP).

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

## **1.3 ADDENDA**

If the Town finds it necessary to add to, or amend this RFQ prior to the response submittal deadline, the Town will issue written addenda/addendum. Each respondent must acknowledge receipt of each addendum by signing the acknowledgement thereof (Appendix A) and providing it with its response.

## **1.4 CERTIFICATION**

Each respondent to this RFQ must declare, by signing Appendices A and B, that the person(s), firm(s) and parties identified in the response are interested in and available to provide the services required; that the response is made without collusion with any other person(s), firm(s) and parties; that the response is fair in all respects and is made in good faith without fraud; and that the person signing any part of the response and cover letter has full authority to bind the person(s), firm(s) and parties identified in the response.

## **1.5 PUBLIC RECORDS LAW**

1. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the TOWN.
2. Upon request from the TOWN's custodian of public records, CONTRACTOR shall provide the TOWN with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the TOWN.



4. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the TOWN MANAGER, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
5. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
6. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

**Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Debra E. Eastman, MMC, Town Clerk**

**Mailing address: 10720 Caribbean Boulevard, Suite 105**

**Telephone number: (305) 234-4262**

**Email: [deastman@cutlerbay-fl.gov](mailto:deastman@cutlerbay-fl.gov)**

**1.6 RETENTION OF RESPONSES**

The Town reserves the right to retain all responses submitted and to use any ideas contained in any response, regardless of whether that respondent or any respondent is selected.

**1.7 QUESTIONS AND CLARIFICATIONS:**

All requests for information and/or clarification should be submitted in writing on or before **TBA (5:00 p.m.)**, as described in Section 1.1- Schedule of Events:



Town Clerk  
Attn: Cutler Bay Town Center – General Planning Services  
RFQ #17-06  
Town of Cutler Bay  
10720 Caribbean Blvd., Suite 105  
Cutler Bay, FL 33189  
Phone: (305) 234-4262 / Fax: (305) 234-4251  
Email: [townclerk@cutlerbay-fl.gov](mailto:townclerk@cutlerbay-fl.gov)

## **1.8 TOWN AUTHORITY**

Proposals will be selected at the sole discretion of the Town. The Town reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline will not be considered.

## **1.9 CAMPAIGN FINANCE RESTRICTIONS ON VENDORS**

Pursuant to the Town Code and Town Charter, vendors of the Town are required to disclose any campaign contributions to the Town Clerk, and each vendor must do so prior to and as a condition of the award of any Town contract to the vendor.

### Vendors' Campaign Contribution Disclosure:

#### **1. General requirements:**

- (A) Any vendor required to disclose campaign contributions pursuant to the Charter of the Town of Cutler Bay, as may be amended, shall file a written disclosure with the Town Clerk, stating all contributions made that were accepted by an elected official of the Town, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.
- (D) If an existing vendor makes a contribution, the vendor must report the contribution to the Town Clerk within the earlier of: ten (10) days of acceptance or prior to the award of the contract or renewal.
- (E) The Town Clerk shall file a quarterly report listing the vendor disclosures in the quarter.



## 2. Disqualification:

- (A) If a vendor of products or services, directly or through a member of the person's immediate family, through a political action committee or through any other person, makes a campaign contribution to a Town candidate and fails to disclose it, the vendor shall be barred from selling any product or service to the Town for a period of two years following swearing in of the subject elected official.

### 1.10 CONE OF SILENCE

Notwithstanding any other provision in this solicitation, the provisions of Town "Cone of Silence" are applicable. The entirety of these provisions can be found in Town Ordinance 06-22, as amended. The "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("particular RFQ") or bid, between:

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

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

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 Council during any duly noticed public meeting;
- (4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable particular RFQ, RFP or bid documents. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- (5) communications regarding a particular RFQ, RFP or bid between a potential 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 particular RFQ, RFP or bid, provided the communication is limited



strictly to matters of process or procedure already contained in the corresponding solicitation document;

- (6) communications with the Town Attorney and his or her staff;
- (7) duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Town Manager makes his or her written recommendation;
- (8) any emergency procurement of goods or services pursuant to Town Code;
- (9) responses to the Town's request for clarification or additional information;
- (10) contract negotiations during any duly noticed public meeting;
- (11) communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance. Violation of the Cone of Silence by a particular bidder or proposer shall render any particular RFQ award, RFP award or bid award to said bidder or proposer voidable by the Town Council and/or Town Manager.

## **1.11 LOBBYIST REGISTRATION**

Proposers must also comply with all Town Charter sections and Code sections, including without limitation, those pertaining to lobbyists, including Section 7.6 of the Town Charter, Chapter 2, Article V, Section 2-236 of the Town Code, and implementing ordinance(s), including Sec. 2-11(s) of the County Code. Please contact the Town Clerk at (305) 234-4262 for additional information.

## **END OF SECTION**





## **SECTION # 2**

### **SERVICES NEEDED BY THE TOWN**

#### **2.1 GENERAL BACKGROUND**

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

The Town was incorporated as the 35<sup>th</sup> municipality in Miami-Dade County in 2005. Since incorporation the Town population has grown from 39,000 (2005) to an estimated 44,900 (Est. 2016) residents. This represents a growth rate of over 300 residents per year. This moderate growth rate is expected to continue for the next three to five years as new housing developments are completed and others enter the planning phase. Despite the anticipated population growth for the next several years, the Town’s buildable land inventory for both residential and commercial use is very limited. Presently, there are several small pockets of undeveloped land within the general vicinity of Old Cutler Road and Lakes by the Bay that can accommodate future residential (single-family units, townhomes and apartments) and mixed-use development.

Residential uses occupy approximately 38 percent (2,500+ acres) of the Town’s total land area (6,523.1 acres), far exceeding the acreage in any other use. There are four (4) residential neighborhoods in the Town. 1) neighborhood west of Old Cutler Road that includes Cutler Ridge, Whispering Pines, Bel-Aire, and Pine Tree Manor, developed in the 1950s and 1960s. 2) Saga Bay residential neighborhood located on the east side of Old Cutler Road, developed in the 1970s. 3) Lakes-by-the Bay residential neighborhood located east of Old Cutler Road and south of Saga Bay, development began in the 1980s. The last parcels are currently under construction or are approved future development. The Town anticipates that Lakes by the Bay will be fully developed within the next three (3) years. 4) Cutler Cay neighborhood is located north of Saga Bay, developed in the 2000s.

As indicated, the commercial uses are primarily located along the US-1 and Old Cutler Road corridors. Commercial uses occupy an estimated 265 acres (4.1%) of the Town land area, while office uses occupy approximately 26.7 acres (.4%). Although commercial uses comprise a relatively small percentage of the Town’s total land area, their prominent location makes them key to the Town’s image and identity. The Southland Mall area located in the southeastern portion of the Town, south of the junction of US 1 and Florida Turnpike located on approximately 220-acre site is the only regional mall in south Miami-Dade County. This Mall serves the retail needs of both the South Dade and Monroe County residents.

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



The majority of the residential projects are either completed or in the construction phase. Once these residential projects are completed the Town will have over 500 new housing units in their property tax role with an estimated assessed value of \$80.1 million. These projects will generate an estimated \$137,000 in new property taxes for the Town. During the same period, the Town also approved several commercial mixed-use projects in addition to the Shoppes of Cutler Bay. These other commercial projects (restaurants, retail and commercial stores) are located along the US 1 corridor in one of the Town's Brownfield Areas (Perrine Brownfield Area). These projects are generating new jobs and are the basic foundation for future redevelopment along the US 1 corridor.

## **2.2 SCOPE OF WORK**

### **2.2.1 Purpose**

The purpose of this section of the RFQ is to highlight the professional services to be provided under the General Planning Consulting Service contract by the two (2) firms selected. The selected "Consultant(s)" will act as a technical resource for Town Staff. The selected "Consulting Team(s)" shall have the capability and experience to integrate basic planning practices (social, environmental and economic disciplines) to proactively engage residents and interested stakeholders in the Town's planning decision-making process. The proposed technical staff should be composed of experienced certified planners (AICPs) with multi-disciplinary backgrounds that includes, but is not limited to, land use planning, project implementation, land development regulations, comprehensive planning, environmental planning, transportation planning, and economic analysis. The services would be project specific (including cost recovery assignments) and will be assigned on a work-order basis.

The following provides a description of the professional services that selected "Consultant(s)" shall provide the Town of Cutler Bay under this contract.

1. General planning services
2. Concurrency Review
3. Land use and zoning analysis
4. Transportation studies
5. Traffic Engineering Services
6. Geographic Information Services
7. Surveying Services
8. Environmental studies (Brownfield Redevelopment)
9. Plan and permit review (includes inspections services)
10. Natural and cultural resources assessments
11. Water resources planning
12. Public outreach support services
13. Review landscape plans

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





## **2.2.2 Scope of Work Professional Services**

### **1. General Planning Services**

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

### **2. Concurrency Review**

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

### **3. Land Use and Zoning Analysis**

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

### **4. Traffic and Transportation Studies**

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

### **5. Environmental Studies (Brownfield Redevelopment)**

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



6. Plans and Permit Review (Including Inspections Services)

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

7. Natural and Cultural Resources Assessments

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

8. Water Resources Planning

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

9. Public Outreach Services

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

10. Landscape Plan Review

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

If necessary, the Town reserves the right to expand the list of requested services in order to meet specific project requirements and/or technical expertise.

**END OF SECTION**



### **SECTION # 3**

#### **RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION**

Six signed (one original and five bound copies) responses shall be submitted in one sealed package, clearly marked on the outside "RFQ #17-06, GENERAL PLANNING SERVICES. The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received at the receptionist's desk in the Town Hall located at 10720 Caribbean Blvd., Suite 105, Cutler Bay, FL 33189, by **4:00 P.M., on TBA**, at which time their receipt will be publicly documented by the Town Clerk or her designee(s).

**NOTE:** A "Mandatory" Pre-RFQ Response Meeting will be held on **TBA at 10:00 AM**. Location: Cutler Bay Town Center 10720 Caribbean Boulevard, Suite 105, Cutler Bay, Florida 33189.

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

#### **3.1 RESPONSE / (QUALIFICATION PACKAGE) PREPARATION**

Each respondent shall submit one original and five bound copies of each response. Each response shall be limited to twenty (20) pages (paper size 8.5"x11,"printed on only one side of the paper, single or the larger spacing, font size not less than 11) excluding the certificates, and Appendices A, B and C. The sections shall follow the order given on the next page. The twenty (20) page limit is for items 1 through 9 below. No material other than that listed in this section shall be included in the response.

1. A **one-page** cover letter indicating the respondent's interest in providing the services to the Town and a statement on why the respondent should be selected for the award. The letter shall include the name of the respondent and those of the sub-consultants, explanation of the type of contractual agreement between them, if different from that of prime and sub-consultant. A representative who is authorized to contractually bind the respondent shall sign this letter.
2. A **one-page** table of contents identifying the sections and page numbers.
3. A **one-page** proposed organization chart identifying key professionals, their area(s) of responsibility and extent of their availability.
4. A **two-page** history of key employees (Project Manager and Tasks Managers) who are with the firm and participating in the project.
5. **Up to four (4) one-page** resumes of the persons, including the proposed project manager, which will be assigned to the consulting team.



6. **Up to two (2) one-page**, tables showing all current and recently completed private and public (local municipal, county, regional and state) sector projects performed by the members of the team to be used on this project. The table shall include for each project: (a) the length of the contract; (b) the scope of services provided; (c) the type of contract (pro bono, retainer, project based fee, other); (d) specific accomplishments, if any; and (e) a contact name, phone number and e-mail address for each project. If the respondent team includes sub-consultants, there must be at least one project listed for each sub-consultant. The respondent may select suitable projects, if the list exceeds two-page limit.
7. **Up to two (2) one-page**, narratives on specific projects completed on time and in budget within the past five (5) years.
8. **Up to four (4) one-page** descriptions of projects providing services similar to those identified in the scope of services over the last five (5) years. The emphasis shall be given to the projects in Florida AND the tasks performed by the persons identified in above in No. 5.
9. **Up to three (3) one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the projects completed in Florida AND the projects of the persons identified in No. 5 above.
10. **Six (6) Pages** completed Appendices A, B, and C (one in each submittal) and all proofs of authorization to transact business in the State from the Florida Secretary of State, for the respondent as well as supporting firms.

### 3.2 RESPONSE EVALUATION CRITERIA

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

#### 1. Approach to Handling of Potential Projects & Timeliness

Indicate Firms understanding of the Town's needs and projects proposed.

**(20 Points)**

#### 2. Qualification of Project Team

Credentials and accomplishments of the proposed team members. Urban Planning credentials and accomplishments of key members of the team.

**(25 Points)**

#### 3. Previous Similar Projects & References

Experience and background in providing similar municipal services and past performance, including but not limited to, familiarity with local, state and federal regulatory agencies procedures and requirements. Quality of the projects and accomplishments of the respondent(s) in providing similar services to entities comparable to the Town. Respondent's track record of on time and within budget project performance.

**(25 Points)**



**4. Qualifications of Firm**

To include years of municipal experience, ability, capacity and skill of firms(s) and personnel to perform, including timeliness, stability and availability and licenses.

**(20 Points)**

**5. Submittal Package**

Compliance with the response preparation and submission requirements.

**(10 Points)**

**3.3 SHORT-LIST FOR ORAL PRESENTATIONS AND FINAL SELECTION**

A selection committee will review all submittals and develop a short-list for oral presentations. It is anticipated that the top five (5) respondents will be short-listed.

All respondents and their teams shall be present at the assigned time for a 20-minute presentation followed by up to a ten (10)-minute questions-and-answer session. The respondents are encouraged to be represented only by the Project Manager and key staff identified in the response. Additional details on the oral presentations may be provided to the short-listed respondents. The oral presentation will be worth twenty-five percent (25%) in the final scoring and the response will be worth (75%).

**3.4 PROCESS OF SELECTION AND NEGOTIATION**

The Town reserves the right to make multiple awards pursuant to this solicitation. After short-listing of respondents deemed qualified by the selection committee, oral presentations and re-ranking of the qualified respondents, it is anticipated the Council will authorize negotiations with the top two (2) respondents. After successful negotiation, the proposed agreement(s) shall be presented to the Town Council with a recommendation for award and execution. If contract negotiations fail with any Proposer, the Town may undertake negotiations with alternative respondents. Any award shall be subject to execution of an agreement in form and substance approved by the Town Attorney.

**END OF SECTION**



## **SECTION # 4**

### **OTHER CONDITIONS**

#### **4.1 TERM OF ENGAGEMENT**

The terms of this agreement will be for three (3) years, with the option for the Town to extend the agreement for an additional three (3) one-year terms. The Town may terminate the agreement with a thirty (30-days) notice without providing cause.

#### **4.2 PERMITS, TAXES, LICENSES**

The Consultant shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, State and Federal laws, rules, regulations and professional standards that apply to the agreement.

#### **4.3 LAWS, ORDINANCES**

The Consultant shall observe and comply with all Federal, State and local laws, ordinances, rules, regulations and professional standards that apply to the agreement.

#### **4.4 INSURANCE**

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

The Consultant shall maintain during the term of the agreement, standard Professional Liability insurance in the minimum amount of one-million-dollars (\$1,000,000) per occurrence.

The Consultant shall maintain during the life of the agreement, commercial general liability, including contractual liability insurance in the amount of one-million-dollars (\$1,000,000) per occurrence to protect it and the Town from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under the agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain, during the life of the agreement, comprehensive automobile liability insurance in the minimum amount of five-hundred-thousand-dollars (\$500,000) combined single limit for bodily injury and property damage liability to protect it from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant.





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

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

**END OF SECTION**



**APPENDIX A**

**ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE**

A. Consultant warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Consultant warrants that it has read, understands and is willing to comply with all of the requirements of the RFQ and the addendum/ addenda.

C. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Consultant warrants that all information provided by it in connection with this submittal (response) is true and accurate.

**E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:**

Respondent warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and respondent has not, and will not pay a fee, the amount of which is contingent upon the Town of Cutler Bay awarding the contract. respondent warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, the contract in violation of any of the provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinances. Further, respondent acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the respondent, if the respondent is chosen for performance of the contract.

Signature of Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

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

Consultant: \_\_\_\_\_

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



**APPENDIX B**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_

SS:

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

\_\_\_\_\_ being first duly sworn, deposes and says

that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:

\_\_\_\_\_ the respondent that has submitted the attached proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

(3) Such proposal is genuine and is not a collusive or a sham proposal;

(4) Neither the said respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent or any person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any respondent or person to fix the proposal submitted or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Town of Cutler Bay, or any person interested in the proposed work required.

Signed, sealed and delivered

In the presence of

\_\_\_\_\_

By: \_\_\_\_\_

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

\_\_\_\_\_  
(Title)

Appendix-B Page 1 of 2



**ACKNOWLEDGMENT**

State of Florida

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned

Notary Public of the State of Florida personally appeared

\_\_\_\_\_

and 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, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_

(Name of Notary Public: Print, Stamp or  
Type as commissioned.)  
o Personally known to me, or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath. or  
o Did not take an oath.



**APPENDIX C**

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

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

1. This sworn statement is submitted to the TOWN OF CUTLER BAY, FLORIDA

By \_\_\_\_\_

For \_\_\_\_\_

Whose business address is: \_\_\_\_\_

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

If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # \_\_\_\_\_

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

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(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 or a jury verdict, non-jury trial, or entry of a plea or guilty or nolo contendere.



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

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

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

Signed, sealed and delivered

In the presence:

---

By:

---

(Printed Name)

---

(Title)

Appendix-C Page 2 of 3





**ACKNOWLEDGMENT**

State of Florida

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public  
Of the State of Florida personally appeared \_\_\_\_\_  
and 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, STATE OF FLORIDA

NOTARY PUBLIC  
SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, Stamp or  
Type as Commissioned.)  
o Personally known to me; or  
o Produced identification:

\_\_\_\_\_  
(Type of Identification Produced)  
o Did take an oath. or  
o Did not take an oath.