

TOWN OF CUTLER BAY

**FINANCE DEPARTMENT
REQUEST FOR QUALIFICATIONS
RFQ #19-02**



FINANCIAL ADVISORY SERVICES

SUBMITTAL DUE

TBA

AT 4:00 PM

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
RFQ #19-02
FINANCIAL ADVISORY SERVICES**

The Town of Cutler Bay is requesting proposals from qualified professionals for the selection of a Financial Advisor (the “Consultant”) to provide **FINANCIAL ADVISORY SERVICES**. **Interested proposers should visit the Town’s website at www.cutlerbay-fl.gov to obtain the Request for Qualifications package. Packages may also be picked up at the following location, during normal business hours.**

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

Sealed submittals including one (1) original and five (5) bound paper copies of the submittal, plus a USB flash drive containing all documents submitted, must be received no later than **4:00 PM** on **TBA** and be clearly marked on the outside, **“RFQ #19-02 FINANCIAL ADVISORY SERVICES”**, by **Debra E. Eastman, MMC, Town Clerk, Town of Cutler Bay, 10720 Caribbean Blvd., Suite 105, Cutler Bay, Florida, 33189**.

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

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

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

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

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

**TOWN OF CUTLER BAY
REQUEST FOR QUALIFICATIONS
RFQ #19-02
FINANCIAL ADVISORY SERVICES**

**SECTION I
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 a Financial Advisor (the “Consultant”) to provide **FINANCIAL ADVISORY SERVICES**. Florida law requires the Town to make a determination of a respondent’s Qualifications to perform financial advisory services prior to engagement. The information used in this RFQ will be used by the Town to make this determination.

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

The Town was incorporated as the 35th municipality in Miami-Dade County in 2005. Since incorporation the Town population has grown from 39,000 (2005) to an estimated 45,222 (Est. 2019) residents. This represents a growth rate of over 500 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.

The purpose of the RFQ is to highlight professional services that may be required of the selected firm under a Financial Advisory Consulting Service contract. The selected Consultant will act as a technical resource for Town Staff and shall have the capability and experience to integrate basic financial advisory practices to proactively engage those in Town’s financial resource management decision-making process. **The services would be project specific and will be assigned on a work-order basis.**

The following provides an outline of some, but not all, of the general professional service project areas that selected Consultant may be requested to perform for the Town under this contract:

1. General financial advisory services
2. Investment analysis and selection
3. Develop funding plans for future Town projects
4. Review and advise on relationships with financial institutions
5. Analyze current loan agreements and advise as to potential for restructuring

In addition, the Consultant may be asked to assist the Town Staff with presentations to the Town Council, residents and/or other interested parties. Selected Consultant must have readily available the technical capabilities and in-house resources to meet the requirements of this scope. Please refer to Section III- Detailed Specifications for additional information.

The Town reserves the right to award contracts to Consultant 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. SCHEDULE OF EVENTS

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFQ & Cone of Silence Begins	TBA	9:00 AM
2	Deadline to Submit Questions	TBA	1:00 PM
3	Deadline to Town Responses to Questions	TBA	5:00 PM
4	Deadline to Submit RFQ-Response	TBA	4:00 PM
5	Evaluation of Qualifications	TBA	8 AM - 5 PM
6	Selection Committee Evaluation Meeting	TBA	4:00 PM
7	Announcement of selected Consultants/Cone of Silence Ends	TBA	7:00 PM

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

2. DEFINITION OF TERMS

Certain terms used in these documents are defined as follows:

- Bid\Qualification The bid documents submitted by the Bidder.
- Bidder/Proposer Any person, firm or corporation submitting a Qualification for Work covered by these specifications or his duly authorized representative.
- Contract The Financial Advisory Services Agreement to be executed by Consultant and Town for the Work.

Consultant	The person, firm or corporation with who the Town has executed a contract for the Work.
Days	Shall refer to calendar days.
Responsible Bidder	In order to be considered a “responsible” bidder, the Bidder must possess integrity as well as adequate equipment and personnel to do the Work within the time limits that are established and adequate financial status to meet the obligations to perform the Work. The firm must not have defaulted on a prior contract or been disbarred by any agency.
Responsive Bidder	Any person, firm or corporation submitting a Bid for the Work whose Bid form is complete and includes all required attachments and enclosures, free from exclusions or special conditions and has no alternative Bids for any items, unless alternatives are requested in the specifications.
Town	The Town Council of the Town of Cutler Bay or the Town Manager, if applicable.
Work	The services required by the Contract Documents, including labor and materials.

3. GENERAL

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

4. PROPOSAL REQUIREMENTS

4.1 Scope of Work/ Professional Services Proposed

Clearly describe how Consultant will perform the Scope of Services proposed, including a work plan and an explanation of methodology to be followed to perform the Services required in this RFQ.

4.2 Proposer Proposals

**PROJECT SPECIFIC SERVICES THAT MAY BE REQUESTED OF CONSULTANT
(WOULD BE ASSIGNED ON A WORK-ORDER BASIS IF REQUESTED)**

1. Attend any and all meetings of governing body of the Town, its staff, representatives or committees as requested by the Town Manager, at all times when Consultant may be of assistance or service and the subject of financing is to be discussed.
2. Review existing agreements with financial institutions to ensure compliance, adequate collateral protection and analyze cost of services, evaluate and negotiate alternative banking relationships as needed, analyze cash flows and propose an investment strategy.

3. Work with the Town, its staff and any consultants employed by the Town to update the Capital Improvement Plan, develop financial feasibility studies and analyze alternative financing plans for road resurfacing and anticipated Master Plan execution. Analyze potential of leveraging the PTP Gas Tax for the Town's Transportation Master Plan.
4. Assist with discussions and negotiations with various entities as part of the funding mechanism for projects including county, state and federal grants and awards.
5. Work with Town staff, grant writer and lobbyist to obtain and negotiate financing alternatives and terms for the most cost-effective financing for the Town's capital and beautification initiatives.
6. Create a management tool and procedures to monitor the funding mechanisms and construction progress for all of the Town's Capital Projects.
7. Provide support services to the Finance and Stormwater Utility departments to analyze the Stormwater Utility Enterprise Fund Budget and develop a strategy to maximize leverage/loan capacity to fund projects outlined in the Stormwater Master Plan.
8. Analyze existing debt obligations and recommend possible alternatives (i.e., refinancing, restructurings, etc.) that would result in savings to the Town. Recommendations on the Debt Instruments under consideration would include such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon its professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Town and at the lowest interest cost consistent with all other considerations.
9. Advise the Town of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in Consultant's opinion, will be favorable.
10. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, Consultant will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.
11. The Town acknowledges that the Consultant is prohibited from directly participating in the purchase or underwriting of any Debt Instrument for which it has acted as Consultant and performed services specified in this agreement or other similar agreements. Consultant will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the Town and will proceed, as directed by the Town, with one of the following methods:

- a. **Competitive Sale**: Consultant will advise the Town regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.
- b. **Negotiated Sale**: Consultant will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will Consultant participate either directly or indirectly in the underwriting of the Debt Instruments. Consultant will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. Consultant will cooperate with the underwriters in obtaining any Blue-Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

Consultant will, after consulting the Town, arrange for such reports and opinions of recognized independent consultants Consultant deems necessary and required for the successful marketing of the Debt Instruments.

12. Subject to the approval of the Town, Consultant will organize and make arrangements for such information meetings as, in its judgment, may be necessary.
13. Other financial resource management and/or financial advisory projects as may come up from time to time, as directed by the Town Manager.

4.3 Proposal Submittal Package

Each respondent shall submit seven (7) signed responses (one original and five bound paper copies, plus one electronic copy on USB flash drive). Each response shall be limited to nineteen (19) 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, Appendices A, B and C and copies of professional licenses and certifications. The sections shall follow the order given on the next page. The nineteen (19) 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, if any, 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. **Up to two (2) page** history of key employees who are with the firm and participating in the project.
5. **Up to three (3) one-page** resumes of the persons, including the Principal, which will be assigned to the consulting team.
6. **Up to a three (3) page narrative describing: Capabilities**
 - a. Please provide a history of the company, including location of the office(s) from which the work will be performed and the primary contact persons for the engagement.
 - b. Discuss the structure of your firm. If a private firm, state whether firm is a corporation, partnership, sole proprietorship, or combination. Provide a listing of all principals and/or owners. Indicate the length of time the firm has been in business under the current business name as well as any previous business names.
 - c. Discuss your company's capabilities and scope of services it will provide the town, including public finance expertise; sales, trading, and underwriting expertise; technical expertise; and other relevant expertise including but not limited to innovative techniques and financial advice not related to the issuance of bonds.
7. **Up to four (4) pages describing: Experience**
 - a. Provide a summary table for the bond issues or other projects for which your company served as financial advisor during the past three years. **Must also indicate the fees earned and whether the project was completed on time and within budget.** For bond issue projects, the table should include year, number of issues, and total par amount each year, along with a three-year grand total. (It is not necessary to attach a detailed table of these financings).
 - b. Discuss your knowledge of the Town and specify if your firm has previously worked with the Town in the past, please provide details.
 - c. Provide a table summarizing financing ideas/proposals submitted by your firm to the Town over the last 24 months.
 - d. For at least three clients who are located in Florida, discuss instances where your company created debt capacity, enhanced credit ratings, generated savings, or otherwise added value.
8. **Up to three (3) one-page** copies of any press articles, profiles, commendations, awards and honors. The emphasis shall be given to the Financial Accomplishments in Florida AND other related projects of the persons identified in No. 5 above.

9. **Up to one (1) page, Provide references** (name, address, and phone number) for at least three city clients who are located in Florida.
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.
11. **Provide copies** of professional licenses and certifications for all key professionals that are identified in item 5 above.

5. SUBMISSION OF PROPOSAL

One (1) original and five (5) copies of the submittal plus a USB flash drive containing all documents shall be submitted no later than **TBA at 4:00 PM** to the Office of the Town Clerk, Town Hall, 10720 Caribbean Blvd., Suite 105, Florida 33189, in a sealed envelope which must be plainly marked on the outside:

FINANCIAL ADVISORY SERVICES

RFQ #19-02

Town of Cutler Bay

Office of the Town Clerk

10720 Caribbean Blvd., Suite 105

Cutler Bay, Florida 33189

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

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

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

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

6. POINT OF CONTACT

Any inquiries concerning clarifications of solicitation or for additional information shall be submitted in writing to Debra E. Eastman, MMC, Town Clerk, Email: deastman@cutlerbay-fl.gov on or before **TBA at 1:00 PM**. The Town shall **not** be responsible for oral interpretations given by any Town employee or its representative.

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7. **EVALUATION METHOD AND CRITERIA**

Proposals will be evaluated in accordance with weighted criteria listed below:

	<u>Maximum Points</u>
Proposer Credentials/ Accomplishments	40
Projects/ Accomplishments Service Quality	25
Project Performance Respondent Track Record	25
Municipal References	10
TOTAL	<hr/> 100

These weighted criteria are provided to assist the Proposers in the allocation of their time and efforts during the submission process. The criteria also guide the Selection Committee during the short-listing and final ranking of Proposers by establishing a general frame work for those deliberations.

Short listed proposals may be selected for an interview prior to a recommendation being presented to the Town Council. As the best interest of the Town may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. The Town will determine which Proposers are “responsible and responsive”.

8. **CLARIFICATION AND ADDENDUM(S)**

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

Any interpretation of the RFQ, if made, will be made only by Addendum duly issued by the Town of Cutler Bay, Town Clerk. A copy of such Addendum will be posted on the Town’s website under RFQ’s. However, it is the Proposer’s responsibility to ensure that it has received and reviewed all addenda prior to submitting the proposal and the Town shall not be responsible for failure to send addenda to Proposers receiving the RFQ. Proposers should acknowledge receipt of all addenda in the space designated on the proposal form. In the event of conflict with the original Contract Documents, addenda shall govern all other Contract Documents to the extent specified. Subsequent addenda shall govern over prior addendum only to the extent specified.

9. **ACCEPTANCE OR REJECTION OF PROPOSALS**

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

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

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

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to waive any informality, irregularities, or technicalities, to re-advertise for proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of contract(s) shall be made by the Town Council. In addition, each proposer agrees to waive any claim it has or may have against the Town and the respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal.

10. AWARD OF CONTRACT

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

It is the Town's intent to award the contract to one (1) Proposer; however, the Town reserves the right to award the contract to two (2) Proposers or more if the Town deems it is in the Town's best interest.

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

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

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

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

11. CONTRACT DELIVERY/PERIOD AND PLACE OF PERFORMANCE

On an annual basis, the Consultant will successfully complete all illustrated tasks starting at the contract signature date through to the delivery of the results of work performed. The Town will review the delivery and will advise the Consultant of the next steps in accordance with annual deadlines and budgetary figures.

12. COMPENSATION

For all Financial Advisory Services provided by the FINANCIAL ADVISOR of this Agreement, FINANCIAL ADVISOR shall be compensated **pursuant to the pre-negotiated professional services accompanying fee schedule** (Exhibit "A").

The FINANCIAL ADVISOR shall provide any such backup documentation, including staff time records, requested by the TOWN to support the amounts invoiced to the TOWN for the Financial Advisory Services contemplated herein. The TOWN shall pay the FINANCIAL ADVISOR for all approved invoices, no later than thirty (30) calendar days from the date of approval by the Town Manager of the invoice.

13. NEGOTIATIONS

The Town reserves the right to enter into Contract negotiations with the selected Proposer. If the Town and the selected Proposer cannot negotiate a successful contract, the Town may terminate such negotiations and begin negotiations with the next selected Proposer, reject all proposals or re-advertise the contract. No Proposer shall have any rights against the Town arising from such negotiations.

14. LAWS/ORDINANCES

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

15. ERRORS AND OMISSIONS

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

16. WARRANTIES OF USAGE

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

17. ASSIGNMENT

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

18. COLLUSION

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

19. CONE OF SILENCE

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

A potential vendor, service provider, proposer, Proposer, lobbyist, or consultant; and

The Town Council, Town's professional staff including, but not limited to, the Town Manager and his or her staff, any member of the Town's selection or evaluation committee.

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

The Cone of Silence shall not apply to:

- 1) oral communications at pre-proposal conferences;
- 2) oral presentations before selection or evaluation committees;
- 3) public presentations made to the Town Council during any duly noticed public meeting;
- 4) communication in writing at any time with any Town employee, unless specifically prohibited by the applicable RFQ, RFP or Proposal documents. The Proposer or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
- 5) communications regarding a particular RFQ, RFP or Proposal between a potential vendor, service provider, proposer, Proposer, lobbyist or consultant and the Town's Purchasing Agent or Town employee designated responsible for administering the procurement process for such RFQ, RFP or Proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;

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

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

Violation of the Cone of Silence by a particular Proposer or proposer shall render any RFQ award, RFQ award or Proposal award to said Proposer or proposer voidable by the Town Council and/or Town Manager.

20. CAMPAIGN FINANCE RESTRICTIONS ON VENDORS

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

20.1 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, the official to whom they were made and the date they were made. The Town Clerk may develop a form to be used by vendors for such disclosure.
- (B) The disclosure shall be filed prior to and as a condition of the award of any Town contract to the Vendor.
- (C) The Town Clerk shall inform the Council of any disclosures which were made in relation to any items before the Council prior to the hearing on the item or prior to the award of the contract.

- (D) If an existing vendor makes a contribution the vendor must report the same to the clerk within ten (10) days of its acceptance or prior to being awarded any additional contract or renewal, whichever occurs first.
- (E) The Town Clerk shall file a quarterly report with the Council, which lists all the vendor disclosures in the quarter.

2. Disqualification

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

21. **LOBBYIST REGISTRATION**

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

22. **PUBLIC RECORDS LAW**

The Town Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems.

Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Consultant shall be withheld until all records are received as provided herein. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

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

**Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189**

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

[END OF SECTION]

SECTION II
SPECIAL CONDITIONS

1. INSURANCE REQUIREMENTS

Throughout the term of this Contract, Successful Proposer or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

1.1 Workers' Compensation

Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. The policy must include Employers Liability with minimum limits of \$500,000 each accident.

1.2 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This policy of insurance shall be written in an "occurrence" based format.

1.3 Automobile Liability

Comprehensive or Business Automobile Liability insurance with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

1.4 Professional Liability

Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000.

1.5 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the Town receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, Town may, at their sole option terminate this Agreement effective on the date of such lapse of insurance.

Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the Town of Cutler Bay and its Officers, Agents, Employees and Council Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

Town of Cutler Bay
Attention: Town Clerk's Office
10720 Caribbean Blvd., Suite 105
Cutler Bay, Florida 33189

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the Proposers Proposal Package. If Proposer is Successful Proposer, then prior to commencement of Contract, Proposer must submit revised Certificate of Insurance naming the Town of Cutler Bay as additional insured for all liability policies.

1.6 Insurance Company and Agent

All insurance policies herein required of the Successful Proposer shall be written by a company with a A.M. Best rating of AB or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

2. SAFETY

The Successful Proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Job site safety provisions shall conform to U.S. Department of Labor (OSHA) standards and all other applicable Federal, State, County, and Local laws, ordinances, codes, and regulations. The Successful Proposer's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

The Town reserves the right, but is not obligated to make safety inspections at any time the successful Proposer is on Town property and to ensure safety rules are not being violated.

3. PUBLIC ENTITY CRIMES STATEMENT

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 Proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

4. DRUG-FREE WORKPLACE PROGRAMS

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the Town for the procurement of commodities or contractual services, a proposal received from a business that completes the attached Drug-Free Workplace form certifying that it is a Drug-Free Workplace shall be given preference in the award process.

5. DIRECTION, INSPECTION AND PAYMENT

5.1 Direction

The work will be conducted under the general direction of the Town Manager or his designee, and is subject to inspection by his appointed inspectors to insure compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization of the Town Manager or his designee nor shall the presence of an inspector relieve the Consultant from any requirements of the Contract.

5.2 Inspection

The Town's Manager's representative will make final inspection of the work covered by this Contract when it is completed and finished in all respects in accordance with specifications and must be approved before payment is made. Failure in the Consultant's responsibility as outlined will result in payment withholding until compliance is received and approval granted.

5.3 Payment

Consultant shall submit invoices on or about the first of each month for work completed in the previous month under provision of this Contract. Invoices will be verified by checking them against Landscape Maintenance Report forms that were approved for payment during the time period being invoiced. The Town shall pay the Consultant pursuant to the Florida Prompt Payment Act.

[END OF SECTION]

SECTION III
DETAILED SPECIFICATIONS

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 35th municipality in Miami-Dade County in 2005. Since incorporation the Town population has grown from 39,000 (2005) to an estimated 45,222 (Est. 2019) residents. This represents a growth rate of over 500 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.

2. SCOPE OF WORK

2.1 Purpose

The purpose of this section of the RFQ is to highlight the professional services that may be required of the selected firm under a Financial Advisory Consulting Service contract. The selected Consultant will act as a technical resource for Town Staff and shall have the capability and experience to integrate basic financial advisory practices to proactively engage those in Town’s financial resource management decision-making process. **The services would be project specific and will be assigned on a work-order basis.**

The following provides an outline of some, but not all, of the general professional service project areas that selected Consultant may be requested to perform for the Town under this contract:

1. General financial advisory services
2. Investment analysis and selection
3. Develop funding plans for future Town projects
4. Review and advise on relationships with financial institutions
5. Analyze current loan agreements and advise as to potential for restructuring

In addition, the Consultant may be asked to assist the Town Staff with presentations to the Town Council, residents and/or other interested parties. Selected Consultant must have readily available the technical capabilities and in-house resources to meet the requirements of this scope.

[SPACE LEFT INTENTIONALLY BLANK]

2.2. Scope of Work / Professional Services

PROJECT SPECIFIC SERVICES THAT MAY BE REQUESTED OF CONSULTANT (WOULD BE ASSIGNED ON A WORK-ORDER BASIS IF REQUESTED)

1. Attend any and all meetings of governing body of the Town, its staff, representatives or committees as requested by the Town Manager, at all times when Consultant may be of assistance or service and the subject of financing is to be discussed.
2. Review existing agreements with financial institutions to ensure compliance, adequate collateral protection and analyze cost of services, evaluate and negotiate alternative banking relationships as needed, analyze cash flows and propose an investment strategy.
3. Work with the Town, its staff and any consultants employed by the Town to update the Capital Improvement Plan, develop financial feasibility studies and analyze alternative financing plans for road resurfacing and anticipated Master Plan execution. Analyze potential of leveraging the PTP Gas Tax for the Town's Transportation Master Plan.
4. Assist with discussions and negotiations with various entities as part of the funding mechanism for projects including county, state and federal grants and awards.
5. Work with Town staff, grant writer and lobbyist to obtain and negotiate financing alternatives and terms for the most cost-effective financing for the Town's capital and beautification initiatives.
6. Create a management tool and procedures to monitor the funding mechanisms and construction progress for all of the Town's Capital Projects.
7. Provide support services to the Finance and Stormwater Utility departments to analyze the Stormwater Utility Enterprise Fund Budget and develop a strategy to maximize leverage/loan capacity to fund projects outlined in the Stormwater Master Plan.
8. Analyze existing debt obligations and recommend possible alternatives (i.e., refinancing, restructurings, etc.) that would result in savings to the Town. Recommendations on the Debt Instruments under consideration would include such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon its professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the Town and at the lowest interest cost consistent with all other considerations.
9. Advise the Town of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in Consultant's opinion, will be favorable.

10. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, Consultant will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.
11. The Town acknowledges that the Consultant is prohibited from directly participating in the purchase or underwriting of any Debt Instrument for which it has acted as Consultant and performed services specified in this agreement or other similar agreements. Consultant will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the Town and will proceed, as directed by the Town, with one of the following methods:
 - a. Competitive Sale: Consultant will advise the Town regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers of the Debt Instruments in accordance with established procedures.
 - b. Negotiated Sale: Consultant will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will Consultant participate either directly or indirectly in the underwriting of the Debt Instruments. Consultant will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. Consultant will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including the printing of the documents, will be paid by the underwriters.

Consultant will, after consulting the Town, arrange for such reports and opinions of recognized independent consultants Consultant deems necessary and required for the successful marketing of the Debt Instruments.

12. Subject to the approval of the Town, Consultant will organize and make arrangements for such information meetings as, in its judgment, may be necessary.
13. Other financial resource management and/or financial advisory projects as may come up from time to time, as directed by the Town Manager.

END OF SECTION

SECTION IV
TOWN OF CUTLER BAY
FINANCIAL ADVISORY SERVICES
RFQ #19-02

FINANCIAL ADVISORY SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2019 by and between the Town of Cutler Bay, Florida (the “Town”) and _____ (the “Consultant”).

The parties, for the consideration provided for below, mutually agree as follows:

1. SCOPE OF WORK

The Consultant shall furnish all labor, materials, supervision, equipment, supplies, and incidentals required to perform the Scope of Work as outlined in the Request for Qualification No. 19-02 for **FINANCIAL ADVISORY SERVICES** (“RFQ”), including the Detailed Specifications set forth herein, which RFQ is incorporated herein by reference and made a part hereof, and the terms and conditions of this Agreement (the “Work”).

2. COMPENSATION

For all Financial Advisory Services provided by the FINANCIAL ADVISOR of this Agreement, FINANCIAL ADVISOR shall be compensated **pursuant to the pre-negotiated professional services accompanying fee schedule** (Exhibit “A”).

The FINANCIAL ADVISOR shall provide any such backup documentation, including staff time records, requested by the TOWN to support the amounts invoiced to the TOWN for the Financial Advisory Services contemplated herein. The TOWN shall pay the FINANCIAL ADVISOR for all approved invoices, no later than thirty (30) calendar days from the date of approval by the Town Manager of the invoice.

3. TERM

This Agreement shall be effective upon execution by both parties and shall continue for a term of three (3) years. At its sole discretion, the Town shall have an option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year terms (the “Renewal Option”). This Renewal Option may be exercised at the sole discretion of the Town Manager. Such Renewal Option(s) shall be effective upon written notice from the Town Manager to the Consultant no later than thirty (30) days prior to the date of termination of the initial term or the applicable Renewal Option term. Consultant agrees that time is of the essence and Consultant shall perform and complete the Work within the time frames set forth in the RFQ and as provided in this Agreement, unless extended by the Town Manager.

4. PROTECTION OF PROPERTY AND THE PUBLIC SAFETY

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

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

5. INDEMNIFICATION

- 5.1 The parties agree that 1% of the total compensation paid to the Consultant for the performance of this agreement shall represent the specific consideration for the Consultant's indemnification of the Town as set forth in this Section 1.5 and in the Terms and Conditions.
- 5.2 To the fullest extent permitted by Laws and Regulations, Consultant shall indemnify and hold harmless the Town and their consultants, agents and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court costs) arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any acts or omission of Consultant, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

6. AGREEMENT DOCUMENTS

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

- Request for Qualifications No. 19-02 for **FINANCIAL ADVISORY SERVICES**;
- All Addendums issued to the RFQ;
- Agreement;
- Proposal of Consultant;
- Detailed Specifications;
- Proposal Statement;
- Indemnification Clause;
- Non-Collusive Affidavit;
- Drug-Free Workplace Form;
- Public Entity Crime Form;
- Addendum Acknowledgement Form;
- Anti-Kickback Affidavit;
- Proof of Insurance;
- Certification Regarding Scrutinized Companies;

7. CONSULTANT'S EMPLOYEES

- 7.1 The Consultant shall at all times have a competent English-speaking supervisor on site who thoroughly understands the Work, who shall, as the Consultant's agent, supervise, direct and otherwise conduct the Work. Consultant's employees shall serve the public in a courteous, helpful, and impartial manner.
- 7.2 Consultant's employees shall wear a clean uniform that provides identification of both the Consultant's company and the name of the employee.
- 7.3 Consultant shall, upon receipt of a written request from the Town, immediately exclude any employee of Consultant from providing Work under this Agreement.
- 7.4 The Work contemplated in this Agreement is on public property, accordingly no alcoholic beverages shall be allowed.
- 7.5 All references in this Agreement to the Consultant shall include Consultant's employees or sub-Consultants, wherever applicable.

8. INSURANCE

The Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include a minimum of:

8.1 Worker's Compensation and Employer's Liability Insurance

Coverage 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 \$500,000.00 each accident.

8.2 Comprehensive Automobile and Vehicle Liability Insurance

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

8.3 Commercial General Liability

This insurance shall be written in comprehensive form and shall protect the Consultant and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or sub-consultants. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Consultants and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

8.4 Professional Liability

Professional Liability Errors and Omissions insurance coverage in an amount not less than \$1,000,000.

8.5 Certificate of Insurance

Consultant shall provide the Town Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

8.6 Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

9. ASSIGNMENT AND AMENDMENT

No assignment by the Consultant of this Agreement or any part of it, or any monies due or to become due, shall be made, nor shall the Consultant hire a sub-consultant to perform its duties under this Agreement without prior written approval of the Town. This Agreement may only be amended, by the parties, with the same formalities as this Agreement. Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant has been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

10. TERMINATION

10.1 The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Consultant, or immediately with cause is the Consultant defaults on any material term of this Agreement. Upon receipt if the Town’s written notice of termination, Consultant shall immediately stop all Work as of the date specified in the notice of termination, unless directed otherwise by the Town Manager.

10.2 Upon notice of such termination, the Town shall determine the amounts due to the Consultant for services performed up to the date of termination. The Consultant shall not be entitled to payment of any lost profits or for Work performed after the date of termination.

11. GOVERNING LAW

The law of the State of Florida shall govern this Agreement and venue for and any action shall be brought in Miami-Dade County, Florida. In the event of any litigation arising out of this Agreement or to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorneys’ fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

12. PUBLIC RECORDS LAW

The Town Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to Town contracts, pursuant to the provisions of Chapter 119. Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public record disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town. Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosures requirements. Any compensation due to Consultant shall be withheld until all records are received as provided herein. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

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

**Mailing address: 10720 Caribbean Boulevard
Suite 105
Cutler Bay, FL 33189**

Telephone number: (305) 234-4262

Email: deastman@cutlerbay-fl.gov

13. INSPECTION AND AUDIT

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

14. SEVERABILITY

If a term, provision, covenant, contract or condition of this contract is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this Agreement and the remainder shall be effective as though every term, provision, covenant, contract or condition had not been contained herein.

15. WAIVER OF JURY TRIAL

The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

16. COUNTERPARTS

This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

17. INDEPENDENT CONSULTANT

It is expressly agreed and understood that the Consultant shall be in all respects an independent Consultant as to Work, and that Consultant is in no respect an agent, servant or employee of the Town. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Consultant further understands that Florida Worker's Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide worker's compensation insurance for any employee or agent of Consultant rendering services to the Town under this Agreement.

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

18. ACCIDENT PREVENTION AND REGULATIONS

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

19. BACKGROUND CHECKS

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

20. LAWS, RULES & REGULATIONS

Consultant shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the Work and the conduct of all persons engaged in or the materials or methods used by him, on the Work. Consultant shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. At all times during the Term of this Agreement, the Consultant shall secure and maintain all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Consultant shall transfer such permits, if any, and if allowed by law, to the Town.

21. POLICY OF NON-DISCRIMINATION

The Consultant shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

22. NON-WAIVER

The approval, and/or acceptance of any part of the Work by the Town shall not operate as a waiver by Town of any other terms and conditions of the Agreement.

23. NOTICES

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail or hand delivery to:

Town:

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

Consultant:

[SPACE LEFT INTENTIONALL BLANK]

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and date first above written.

Attest:

TOWN OF CUTLER BAY, a Florida Municipal Corporation

By: _____
Debra E. Eastman, MMC, Town Clerk

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

By: _____
Town Attorney

Town Resolution # _____

Signed, sealed and witnessed in the presence of:

CONSULTANT: _____

By: _____
Print Name: _____

By: _____
Print Name: _____

(* In the event that the Consultant is a corporation, there shall be attached to each counterpart a certified copy of a resolution of the board of the corporation, authorizing the officer who signs the contract to do so in its behalf.

END OF SECTION

SECTION V
QUALIFICATION REQUIREMENTS CHECKLIST
RFQ #19-02

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

Section 1.01	CHECK LIST	FORMS ATTACHED
	Proposal Package: One (1) original, five (5) copies, and a USB flash drive	Yes_____
		No_____
	Contract/Agreement	Yes_____
		No_____
	Proposal Confirmation	Yes_____
		No_____
	Indemnification Clause	Yes_____
		No_____
	Non-Collusive Affidavit	Yes_____
		No_____
	Drug-Free Workplace Form	Yes_____
		No_____
	Sworn Statement on Public Entity Crimes	Yes_____
		No_____
	Exception to the Request for Qualifications	Yes_____
		No_____
	Addendum Acknowledgement Form	Yes_____
		No_____
	Anti-Kickback Affidavit	Yes_____
		No_____
	Proof of Insurance	Yes_____
		No_____

END OF SECTION

SECTION VIII
NON-COLLUSIVE AFFIDAVIT

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

_____ being first duly sworn deposes and says that:

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

Signed, sealed and delivered
in the presence of:

Witness

By: _____

Witness

Printed Name

Title

END OF SECTION

SECTION VIII
NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

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

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2019.

Notary Public Signature

State of Florida at Large (Seal)

Notary Name, Printed,

Commission Number: _____
My Commission Expires: _____

END OF SECTION

SECTION IX
DRUG-FREE WORKPLACE FORM

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

(Name of Business)

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

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

Proposer's Signature

Date

Print Name

END OF SECTION

SECTION X
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES

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

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

by _____
[Print individual's name and title]

for _____
[Print name of entity submitting sworn statement]

whose business address is

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

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any Proposal or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand than an “affiliate” as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.

- c. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

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

_____ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ the entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

SECTION X
SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3) (a), FLORIDA STATUTES
(CONTINUED)

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 HAT 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.

Proposer's Name

Proposer's Signature

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

BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that _____ executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this ____ day of _____, 2019.

Notary Public Signature

State of Florida at Large (Seal)

Notary Name, Printed,

Commission Number: _____

My Commission Expires: _____

END OF SECTION

SECTION XII
ADDENDUM ACKNOWLEDGEMENT FORM

Addendum #Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Proposer:

Company Name

Signature

Printed Name & Title

END OF SECTION

SECTION XIII
ANTI-KICKBACK AFFIDAVIT

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

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

By: _____

Title: _____

Sworn and subscribed before this _____ day of _____, 2019

Notary Public, State of Florida

Printed Name

My commission expires: _____

END OF SECTION

SECTION XIV

SECTION 287.135, F.S. CERTIFICATION REGARDING SCRUTINIZED COMPANIES

1. Consultant 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 RFQ at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 RFQ is for more than one million dollars, the Consultant 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 RFQ at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFQ.

4. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

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 _____, 2019, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it. Witness my hand and official seal:

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

_____ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

END OF SECTION

END OF DOCUMENT