



# **REQUEST FOR QUALIFICATIONS (RFQ)**

**TRAFFIC ENGINEERING SERVICES  
RFQ #2021-11-02-2021**

**NOVEMBER 2<sup>ND</sup>, 2021**

**CITY COMMISSION**

**MAYOR RHONDA A. RODRIGUEZ  
VICE-MAYOR ERIC DIAZ-PADRON  
COMMISSIONER CANDIDA BLANCA  
COMMISSIONER JUAN M. BLANES  
COMMISSIONER LUCIANO L. SUAREZ**

**YOLANDA AGUILAR, CITY MANAGER  
JUAN PENA, DIRECTOR OF PUBLIC WORKS**

**CITY OF WEST MIAMI  
901 SW 62 AVENUE  
WEST MIAMI, FLORIDA 33144**

## REQUEST FOR QUALIFICATIONS (RFQ)

*Solicitation documents and Addenda are available on the City of West Miami website at [www.cityofwestmiami.fl.gov](http://www.cityofwestmiami.fl.gov)*

<b>RFQ NUMBER:</b>	<b>2021-11-02-2021</b>
<b>RFQ TITLE:</b>	<b>TRAFFIC ENGINEERING SERVICES</b>
<b>RELEASE DATE/TIME:</b>	<b>TUESDAY, OCTOBER 12, 2021 @ 8:30 AM EST</b>
<b>WRITTEN QUESTIONS AND INQUIRIES ARE DUE ON OR BEFORE:</b>	<b>FRIDAY, OCTOBER 22, 2019 @ 4:00 PM EST</b>
<b>ADDENDUMS AND RESPONSES TO QUESTIONS SHALL BE ISSUED ON OR BEFORE:</b>	<b>WENESDAY, OCTOBER 27, 2021 @ 4:00 PM EST</b>
<b>RFQ RESPONSES FROM FIRMS DUE DATE/TIME:</b>	<b>TUESDAY, NOVEMBER 2, 2021 @ 2:00 PM EST</b>
<b>SELECTION/EVALUATION COMMITTEE MEETING TO SHORT LIST:</b>	<b>TUESDAY, NOVEMBER 9, 2021 @ 2:00 PM EST</b>
<b>PRESENTATIONS, IF NECESSARY:</b>	<b>TUESDAY, NOVEMBER 16, 2021 @ 9:00 AM EST</b>
<b>RECOMMENDATION TO CITY COMMISSION OF SHORT-LISTED FIRMS:</b>	<b>WEDNESDAY, NOVEMBER 17, 2021 @ 7:30 PM EST</b>
<b>NEGOTIATIONS OF CONTRACT(S):</b>	<b>NOVEMBER 22<sup>ND</sup> – DECEMBER 1, 2021</b>
<b>CITY COMMISSION APPROVAL OF CONTRACT(S):</b>	<b>WEDNESDAY, DECEMBER 8, 2021</b>
<b>DIRECT ALL INQUIRES IN WRITING TO:</b>	<b>Juan Pena Director of Planning and Zoning Email: <a href="mailto:Juanpena@cityofwestmiami.org">Juanpena@cityofwestmiami.org</a></b>
<b>PROPOSAL DELIVERY &amp; OPENING LOCATION:</b>	<b>City of West Miami Office of the City Clerk 901 SW 62<sup>nd</sup> Avenue West Miami, FL 33144</b>

**\*Dates in this schedule may be amended by the City in its sole discretion and no rights shall accrue to any Responder due to such amendment. Responders may not rely on dates after Due Date and Time until confirmed by the City.**

Late responses will not be considered. **The City Clerk time stamp shall be conclusive as to the timeliness of filing.** Facsimile submissions will not be accepted. The City of West Miami is not liable for any costs incurred by a responder in responding to this solicitation.

It is the intent and purpose of the City of West Miami to promote competitive bidding. **All communication regarding this RFQ shall be submitted in writing to the contact listed above.**

**LOCAL VENDORS:** The City of West Miami encourages the active participation by local vendors.

The City of West Miami reserves the right to reject any or all responses, to waive any informalities or irregularities in any response received, to re-advertise the solicitation, or to take any other such actions that may be deemed to be in the best interest of the City.

**CONE OF SILENCE NOTICE:** Responders are hereby notified that this Solicitation is subject to a "Cone of Silence" pursuant to Section 2-11.1 of the Miami Dade Code of Ordinances.

A Cone of Silence means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Request for Letters of Interest (RLI), bid or other competitive solicitation governed by Chapter 2 of the Code of Ordinances for a purchase governed by Chapter 2 of the Code of Ordinances between:

1. Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and
2. Any member of the City Commission, all other city employees, and any non-employee appointed to evaluate or recommend selection in such procurement process. For purposes of this section, Vendor's Representative means an employee, partner, officer, or director of a potential vendor, or consultant, lobbyist, or actual or potential subconsultant or sub-consultant of a vendor.

The cone of silence shall terminate at the time the city awards or approves a contract, votes to reject all bids or responses, or otherwise takes action which ends the solicitation or other procurement process. If the City Commission refers the item back to the City Manager and staff for further review, the cone of silence shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation or other procurement process. If a cone of silence is imposed for a competitive solicitation but the solicitation is not issued, the cone of silence shall terminate upon a final determination by the Purchasing Division that the solicitation will not be issued. When a cone of silence is terminated, public notice of the termination shall be posted.

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## **1. INTRODUCTION**

The City of West Miami is accepting Statements of Qualifications (SOQ) from Florida registered Professional Engineers, to provide continuing professional services in accordance with Florida's "Consultants' Competitive Negotiations Act" (CCNA), Florida Statutes Section 287.055, and the terms, conditions, and specification contained in this Request for Qualifications. A continuing services contract shall be awarded to three (3) firms for a period of three (3) years effective from the date of the award.

## **2. QUESTIONS AND INQUIRIES ON THIS SOLICITATION**

It is the Responder's responsibility to submit written questions or request clarification for items included in this RFQ, via email to the contact person listed on Page 2, by **Friday, October 22<sup>nd</sup>, 2021** at 4:00 p.m. EST.

Any and all responses, interpretations and supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website by the due date referenced on page 2. Failure of any responder to receive any such addenda or interpretation shall not relieve any responder from any obligation under a response as submitted. All addenda so issued shall become a part of the contract document. Responder shall acknowledge all addenda by completing the "Addendum Acknowledgment Form" before submitting a response.

## **3. SCOPE OF WORK**

A. Pursuant to the "Consultants' Competitive Negotiations Act" (CCNA), Section 287.055, Florida Statutes, which governs the acquisition of professional architectural, engineering, landscape architectural, and surveying and mapping services, as may be amended, the City is seeking continuing professional services to include, but not limited to, the following engineering discipline:

- 1) Traffic Engineering Studies

B. Summary Description: Below is a summary description of each type of work discipline to be awarded under this solicitation:

1) Traffic Engineering:

Requires engineering expertise in collection of data, plan review, traffic counting and recommendation of traffic flow on projects developed along the commercial corridor and the residential neighborhood surrounding the proposed developments services in connection with Traffic Engineering, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry and any other governmental authorities having jurisdiction over the same. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in this general area.

Requires engineering expertise in collection of data, plan review, traffic counting and recommendation of traffic flow on projects in connection with design and building, as well as knowledge of current rules and regulations of local, state, and federal agencies regulating the industry. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Transportation and traffic Engineering.

Requires engineering expertise in planning, designing, permitting, bidding, and construction administration phases of services in connection with transportation infrastructures, traffic studies, warrant studies, and signals. The firm must employ at least one professional engineer, registered with the Florida State Board of Professional Engineers, having training and experience in the area of Transportation Engineering.

Review of development petitions (site plans, special exceptions, temporary uses, etc.), and associated traffic impact studies for compliance with Miami-Dade County's Traffic Performance Standards and City Codes. Coordination with petitioner's consultants and the Miami-Dade County Traffic Division to resolve issues relating to the interpretation and implementation of the Traffic Performance Standards. Review of impacts of the development petition's traffic on existing road networks with particular emphasis on surrounding residential neighborhoods. Review of proposed roadway improvement recommendations for compliance with established design criteria and to ensure that all traffic impacts caused by proposed petitions have been properly addressed. Review of existing or proposed conditions as they effect traffic conditions along city streets and making recommendations relative to changes or improvements. Examples include speed limits, traffic counts, intersection improvements, on-street parking, etc. Meet with staff, applicants, and Miami-Dade County staff to address issues that arise during the development review process.

#### **4. COMPETENCY AND MINIMUM QUALIFICATIONS OF RESPONDER**

Statements of Qualifications will only be considered from firms which are regularly engaged in the business of providing services as described in this RFQ and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFQ. The City reserves the right to inspect the responder's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine responder's ability to perform. The City reserves the sole right to determine if a responder can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The responder shall submit the following information with the Statement of Qualifications. This information, along with any other data the City considers pertinent will be used in determining if the responder is qualified to provide the work specified.

- A. County Business Tax Receipt where the business is located (included with the response).
- B. Business Tax Receipt for the City of West Miami (needed before the agreement is issued).
- C. Copy of State of Florida or County Competency license (to be included with response).
- D. Completed Standard Form-330 Architect/Engineer Qualifications.

#### **5. AGREEMENT AWARD & TERM**

The City intends to award a continuing services contract to three (3) firms in the discipline on a rotation of projects selected by the City. This contract shall be awarded for a period of three (3) years effective from the date of the award. The continuing services contract does not guarantee any work.

The responder understands that this RFQ does not constitute an offer or agreement with the responder. An offer or agreement shall not be deemed to exist and is not binding until an agreement is approved by the appropriate level of authority within the City, and executed by all parties.

#### **6. PROFESSIONAL SERVICES NEGOTIATIONS & FEES**

- A. The City anticipates negotiating scope and fee for projects with firms utilizing the City's Continuing Professional Services Contract. In accordance with F.S. 287.055 (3)(a), for projects that exceed the threshold amounts provided in F.S. 287.017, and which are below the limits proscribed in F.S. 287.055(2)(g), project award and fees/method of payment will be made as follows:
  - 1. The City will generate a preliminary scope of work on an individual project basis.
  - 2. The City will contact the firm under the continuing professional services contract for the discipline to obtain a proposal and the City will negotiate compensation for professional services that is fair, competitive and reasonable.

3. If the negotiations are not acceptable to the City, the City will issue a separate formal solicitation and follow the selection and negotiation process in accordance with F.S. 287.055.
- B. For projects that exceed the estimated construction cost or the individual study activity fee identified F.S. 287.055 (2)(g), a Continuing Contract cannot be used and a separate formal solicitation for the specific project or study will be specifically issued by the City.

## **7. PROPOSAL SUBMISSION REQUIREMENTS**

To facilitate the analysis of responses to this RFQ, Responders are required to prepare their Statements of Qualifications in accordance with the instructions outlined in this Section. **Responders must respond in full to all RFQ sections and follow the indicated RFQ format (section numbering, and similar matters) in their Responses. Failure to follow these instructions may result in rejection of the Response.**

### **TAB A: COVER LETTER, MINIMUM QUALIFICATIONS REQUIREMENTS & REFERENCES**

1. Transmittal Letter and Table of Contents: Provide a cover letter no longer than two (2) pages in length, signed by an authorized representative of your firm summarizing the responder's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the response remains in effect for ninety (90) days. An authorized agent of the responder must sign the Letter of Transmittal indicating the agent's title or authority. In addition, the letter should disclose the name of the contracting agent and primary contact person, his/her title, address, phone number, fax number and email address. The table of contents should follow the cover letter.

### **TAB B: EXPERIENCE AND QUALIFICATIONS OF THE FIRM**

Provide in no longer than ten (10) pages the following:

1. Clearly indicate the professional work discipline that is being submitted based on the titles used in this Solicitation by including the completed Designation of Qualified Discipline Form.
2. Provide a general statement describing the types of service offered by the firm, location of main and branch offices, number of years in business and number of employees in each department, and attach evidence of licenses and certification to perform the required services.
3. Provide location of office from which this work will be performed.
4. Outline the firm's experience with the professional work discipline being submitted for. The firm should provide examples of projects they provided professional services on. The firm should also demonstrate how it interacts with municipal clients and provides and exchanges information relative to the requirements.
5. Describe any significant or unique awards received or accomplishments in previous, similar projects.
6. Provide information on change in ownership and management of the firm over the past five (5)

years and describe how the firm has provided continuity of services for their clients during the transition(s).

**TAB C: EXPERIENCE AND QUALIFICATIONS OF ASSIGNED STAFF**

1. Staff Qualifications: Present the general and specified project related capability of the staff and indicate the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical and support staff. Give a brief resume of key persons to be assigned to the project including, but not limited to:
  - a. Name and title
  - b. Percentage of time to be assigned full time to this project
  - c. How many years with this firm
  - d. How many years with other firms
  - e. Experience:
    - i. Types of projects
    - ii. What were the specific project involvements?
  - f. Education
  - g. Active registration
  - h. Other experience and qualification that are relevant to this project

Resumes of key personnel who will actually be assigned to City projects should be included and their roles described. Note: The City expects those listed to be those who will actually perform the work. No substitutions will be permitted unless it is approved by the Public Works Director.

2. Staff Technical Capabilities: Identify and include qualifications of specific individuals to be assigned to the subsequent projects (include names, certifications, contact information and services the individuals will provide to the City).
3. Sub-Consultants (sub-contractors): Provide names and experience of sub-consultants to be used by the firm (include names, certifications, contact information and services the individuals will provide to the City).
4. Project Organization Chart: Show the organization chart as it relates to this project indicating key personnel and their relationship.

5. References:

- a. A minimum of five (5) references for similar work. Preference will be given to responders with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Responder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.
- b. For those submitting under Transportation Engineering: Include a list of at least five (5) Engineering, related projects performed during the last five (5) years including the following information:
  - c. Name of the entity for which the work was performed;
  - d. Brief description of the scope of the project;
  - e. Amount of initial fees associated with the project;
  - f. Change orders to contract and dollar value;
  - g. Contact person with the entity, valid current phone number of one that can knowledgeably discuss your firm's role and performance in the project.
  - h. Provide financial statements for your firm's latest year of operation.
  - i. Any other information the firm feels is relevant to evaluating qualifications.

**TAB D: APPROACH TO SCOPE OF WORK**

Provide in no longer than five (5) pages the following:

The responder should present their approach to accomplishing the strategies to be implemented in delivering the services outlined in the scope of work for the project. Knowledge with the City of West Miami and outline past experience and/or working knowledge with the City of West Miami.

Define the service your company is proposing to the City that will best meet the criteria specified in the Scope of Work. State your project management plan, firm's interpretation of scope, and method of approach.

Define personnel, consultants, and resources, available to meet the City's requirements.

Provide information regarding any proposed innovative concepts that may enhance value and quality, any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by City.

**TAB E: ATTACHMENTS**

The responder shall attach all fully completed and executed RFQ Forms for Submittal as identified in Section 12 of this solicitation.

The responder shall also attach the Minority Business Enterprise certification, if applicable. No evaluation points shall be given to responders who either are not certified or do not provide certification.

Include any other attachments referenced in the solicitation.

**SUBMISSION COPIES**

Submit sealed responses, one (1) original, three (3) copies, and one (1) single PDF file on a flash drive, addressed to the City Clerk’s office for the City of West Miami, Miami Dade County, Florida. Each envelope should bear the following information:

<b>RESPONDER’S NAME &amp; RETURN ADDRESS:</b>	
<b>SOLICITATION NUMBER:</b>	RFQ #2021-11-02-2021
<b>TITLE OF SOLICITATION:</b>	TRANSPORTATION AND TRAFFIC ENGINEERING SERVICE
<b>SOLICITATION DUE DATE AND TIME:</b>	<b>NOVEMBER 2, 2021 @ 2:00 PM EST</b>
<b>DISCIPLINE SUBMITTING FOR:</b>	

**8. EVALUATION OF PROPOSALS**

The City will designate a Selection Committee to review and evaluate the Statements of Qualifications submitted in response to this RFQ and will be responsible for selecting the most qualified firms and to enter into contracts with the highest ranked firms. The Selection Committee may be comprised of any combination of city staff, consultants, or citizens, or other non-city persons, all of whom have the appropriate experience and knowledge relating to the Services sought by this Solicitation, while striving to ensure a well-balanced committee. The Public Works Department will review each response and provide information to the Selection Committee of the completeness of each response. A responsive proposal is one which follows the requirements of the RFQ, includes all documentation, is submitted in the format outlined in the RFQ, is of timely submission, and has the appropriate signatures as required on each document. **FAILURE TO COMPLY WITH THESE REQUIREMENTS MAY RESULT IN A RESPONSE BEING DEEMED NON-RESPONSIVE BY THE SELECTION COMMITTEE.**

Each firm should submit the requested documents with their response that evidence capability to provide the services required for Committee review for short-listing purposes. The weighted scoring criteria for selection contained below in this RFQ, shall be the basis of selection. No fewer than three (3) firms for the discipline will be short-listed by the Committee for discussion and possibly public presentations. The Selection Committee shall have the option to request additional information resulting from such presentations. The Committee will rank order at least three (3) firms and the Director of Public Works Department through the City Manager will present the Selection Committee’s recommendation to the City Commission. Upon approval by the City Commission, the City will negotiate a contract with the highest ranked firm for each discipline, which agreement must be approved by the City Commission. A Form Agreement is attached hereto for informational purposes.

## 9. EVALUATION CRITERIA

Per Florida Statute 287.055, in determining whether a firm is qualified, the agency shall consider such factors as experience and qualifications of the company, experience and qualifications of assigned staff, approach and delivery of services, location of proposer's office(s) in Miami-Dade County, certified minority business enterprise. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

The scoring of the responses by the Selection Committee will be based on a point total and not a percentage factor. The Selection Committee will evaluate and rank the responses received on the basis of the criteria and available points indicated below.

<b>Criteria</b>	<b>Max Points</b>
<b>Firm Qualifications</b> (Qualifications of the firm; number of years firm has been in business; reference/past performance; willingness to meet time and budget requirements; recent, current and projected workloads; volume of work previously awarded to each firm by agency)	<b>40</b>
<b>Experience and Qualification of Assigned Staff</b> (Staff's experience, qualifications and technical capabilities)	<b>30</b>
<b>Approach and Delivery of Services</b> (Understanding the scope of work, ability to comply with the full scope of work, technical soundness of proposal)	<b>30</b>
<b>MAXIMUM POINTS</b>	<b>100 POINTS</b>

**CONTACT WITH ANY PERSONNEL OR ELECTED OFFICIAL OF THE CITY OF WEST MIAMI, OTHER THAN THE PERSON DESIGNATED ON PAGE 2 OF THIS SOLICITATION, DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

**10. INSURANCEREQUIREMENTS**

Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation. These Certificates shall contain a provision that all coverage afforded under these policies will not be cancelled until at least thirty days (30) prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

Responder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

Yes	No	
<u>X</u>	_____	<u>Comprehensive General Liability Insurance</u> written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- A. Bodily Injury:
  - a. Each occurrence \$1,000,000
  - b. Annual aggregate \$1,000,000
  
- B. Property Damage:
  - a. Each occurrence \$1,000,000
  - b. Annual aggregate \$1,000,000
  
- C. Personal Injury:
  - a. Annual aggregate \$1,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of West Miami must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No  
X \_\_\_\_\_

Workers' Compensation and Employers' Liability Insurance covering all employees and/or volunteers of the Responder engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the Responder shall require the subconsultants similarly to provider Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Responder. Coverage for the Responder and all subconsultants shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers' Liability: Coverage B     \$100,000 Each Accident  
   \$500,000 Disease – Policy Limit  
   \$100,000 Disease – Each Employee

If Responder claims to be exempt from this requirement, Consultant shall provide City proof of such exemption along with a written request for City to exempt Responder, written on Responder's letterhead.

No  
X \_\_\_\_\_

Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$2,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No  
X \_\_\_\_\_

Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement with a combined single limit liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
   Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
   Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
   Combined Single Limit (Each Accident) - \$1,000,000

Yes No  
X \_\_\_\_\_

If Responder requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the City, coverage shall include Bodily Injury Limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

## 11. **GENERAL CONDITIONS**

The following instructions are provided for the purpose of guiding responders in properly preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1. **QUALIFICATIONS OF RESPONDERS** - No response will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of West Miami, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

All responders selected for a contract or project must perform to the satisfaction of the City prior to being considered for award of additional contracts. Responders whose performance is unsatisfactory shall be subject to debarment or suspension.

2. **INCONSISTENCIES/INQUIRIES** – Any seeming inconsistency between different provisions of the plans, specifications, solicitation, proposal or agreement, or any point requiring explanation must be inquired into by the responder, in writing to the Procurement Official listed in the solicitation, no later than the date specified in this solicitation for acceptance of questions. After proposals are opened, the responder shall abide by the decision of the City as to such interpretation.
3. **ADDENDA AND INTERPRETATIONS** – No interpretations of the meaning of the plans, specifications, solicitation or other contract documents will be made orally to any responder. Prospective responders must request such interpretation in writing from the Procurement Official listed in the solicitation. To be considered, such request must be received no later than the date specified in this solicitation for acceptance of questions. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website by the due date referenced in this solicitation. Failure of any responder to receive any such addenda or interpretation shall not relieve any responder from any obligation under the solicitation as submitted. All addenda so issued shall become a part of the solicitation and contract document. Responder shall verify that it has all addenda and completed the “Addendum Acknowledgment Form” before submitting the response.
4. **LEGAL CONDITIONS** – Responders are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the work, and with the provisions of the laws of the State of Florida and the Charter and the ordinances of the City of West Miami.
5. **FORM OF PROPOSALS** – Each response and its accompanying statements must be made on the blanks provided where specified. The forms must be submitted in good order and with **all of the blanks filled in**. Incomplete forms may be rejected by the Public Works Department as non-responsive. The forms must be enclosed in a sealed envelope when submitted to City Hall - City Clerk’s Office, City of West Miami, Florida 33144, The name of the responder and the discipline for which it is submitting a proposal must clearly show on the outside of the sealed envelope and clearly indicate the solicitation number. The response must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal’s properly written authority to such deputy or subordinate must accompany the response.
6. **FILLING IN FORMS** – All responses must fully cover all items for which responses are asked and no other.

- 7. NON-COLLUSION** – A responder shall not collude, conspire, connive or agree, directly or indirectly, with any other responder, firm or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by person to fix the price or prices in the bid or of any other responder, or to fix any overhead profit, or cost elements of the bid price or the bid price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other responder, or any person interested in the proposed work. The responder certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a bid on the same project.
- 8. CAUSES FOR REJECTION** – No response will be canvassed, considered, or accepted which, in the opinion of the City's Selection Committee is incomplete, informal or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify response for all items called for in the schedule shall render the proposal invalid.
- 9. REJECTION OF RESPONSE** – The City reserves the right to reject any proposal if the evidence submitted by the proposer, or if the investigation of such proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations and to complete the work contemplated. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected, if it indicates serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. The City reserves the right to reject any or all proposals, to waive such technical errors; to waive informalities or irregularities in any response received; to re-advertise; or to take any other actions as may be deemed best for the interests of the City.
- 10. WITHDRAWALS** – Any responder may, without prejudice to himself, withdraw his response at any time prior to the expiration of the time during which responses may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the response. After the expiration of the period for receiving responses, no proposal can be withdrawn, modified, or explained.
- 11. LICENSES** – Services performed for the City will require licenses. The responder shall secure all necessary licenses at his/her expense. All licenses and shall fully comply with all applicable laws, regulations and codes as required by the State of Florida, county, or local ordinances. The responder must fully comply with all federal and state laws, county and municipal ordinances, and regulations in any manner affecting the prosecution of the work. Any fines or penalties to the Consultant shall be paid at the responder's expense.
- 12. LICENSE OF RESPONDERS** - All responders must hold and submit with their response (and maintain same throughout the duration of the contract) current valid licenses as specified in the solicitation for the types of work covered by the Contract.
- 13. CONTRACT/AGREEMENT** – The responder to whom award is made shall execute a written Agreement with the City. A proposed form of Agreement is attached.

- 14. INDEPENDENT CONSULTANT** - The Responder is engaged as an independent business and agrees to perform the work in the manner of and as an independent consultant. In accordance with the status of an independent consultant, the Responder covenants and agrees that the Responder will conduct itself consistent with such status, that the Responder will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- The Responder's staff personnel shall not be employees of the City, and the Responder alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Responder as a(n) expert, consultant, independent consultant, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Responder hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.
- 15. PERFORMANCE** – The responder shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.
- 16. LABOR, SUPERVISION, MATERIALS AND EQUIPMENT** – The responder shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in this solicitation, unless otherwise specified.
- 17. ENFORCEMENT OF SPECIFICATIONS** – Copies of the specifications and contract shall be placed in the hands of the Director of Public Works/Utilities, who shall enforce every requirement of the contract. There will be no varying from the specifications or contract.
- 18. COPIES OF SPECIFICATIONS** – Copies of the specifications, details, and contract are on file in the City Clerk's Office of the City of West Miami.
- 19. TERMS OF CONTRACT** – Shall be three (3) years from the date of the award.
- 20. MEASUREMENT AND PAYMENT** – Payment will be made in accordance with the Prompt Payment Act of Florida.
- 21. SAFETY AND TRAFFIC CONTROL** – It shall be the responsibility of the responder to maintain proper traffic control and safety precautions including, but not limited to, the use of barricades, flagman, and portable electric traffic control devices. No extra payment shall be made for providing the necessary traffic control. Any questions regarding the requirements for traffic control shall be referred to the Director of Public Works.
- 22. OWNER MAY STOP THE WORK** – If the work performed by the responder is deficient, contrary to the solicitation documents or contract, or the responder fails to perform work in such a way that the completed work will conform to the contract documents, the owner may order the responder to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the owner to stop the work shall not give rise to any duty on the part of the owner to exercise this right for the benefit of the responder or any other party.
- 23. CUSTOMER RELATIONS** – The responder, all its employees and subconsultants under the supervision and control of the responder shall at all times at a site, office, or yard be required to conduct themselves in a professional and courteous manner and do all things necessary to insure good and harmonious customer relations. Continuous failure to abide by this requirement shall constitute a basis for termination of this agreement.
- 24. QUANTITIES** – The City reserves the right to add or delete from the estimated quantities listed in the proposal.

**25. BID BOND** – N/A to this solicitation.

**26. PERFORMANCE BOND** - N/A to this solicitation.

*\*All bonds – Performance, Payment and Warranty Bonds, shall meet the City's ratings.*

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, it shall be the duty of the Responder to record the aforesaid payment and performance bonds in the public records of Miami-Dade County. Consultant shall be responsible to pay all recording costs.

**27. TAX EXEMPTION** – All proposals must be submitted including all local, state and federal taxes, if applicable. Please contact the Finance Department for a copy of the Consumer's Certificate of Exemption.

**28. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT** - During the performance of the work, the Consultant shall not discriminate against any person in its operations, activities or delivery of services. The Consultant shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**29. DEBARMENT AND SUSPENSION** – The City shall have the authority to debar or suspend vendors. Causes for debarment or suspension include the following:

- a. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
- b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d. Violation of city's contract provisions, which is regarded by the City Manager to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
- e. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
- f. False certification pursuant to debarment and suspension decisions; and/or
- g. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

## 12. **SUBMITTAL CHECKLIST**

In order to assure that your response complies with requirements, the following items (forms and documentation) are required. Please verify that the following items are included in your RFQ submission. Additional or supporting forms/items may be required under the terms of this RFQ specifically for each responder. It is the responder's responsibility to read and understand all provisions.

Include this completed checklist to verify that the referenced content is included in the submission.

**Failure to complete and return the required forms/documentation in RFQ submission may result in bid being non-responsive and not considered for award.**

- All items required in Sections 4 and 7
- One (1) Original Proposal (mark for differentiation)
- Three (3) Copies of Proposal (mark for differentiation)
- One (1) Electronic Copy of Proposal on **Flash Drive** (CDs will not be accepted)
- Acknowledgment & Contact Summary Form
- Addenda Acknowledgment Form
- Client References
- Reference Check Surveys (for each Reference provided)
- Qualification Statement
- Public Entity Crimes Form
- Non-Collusive Affidavit
- Offeror's Certification
- Scrutinized Vendor Certification
- Proof of Required Licenses and/or Certifications and Business Tax Receipts
- Proof of Required Insurances
- Designation of Qualified Discipline Form
- Standard Form 330 <https://www.gsa.gov/forms-library/architect-engineer-qualifications>

**\*Please check City website  
for addenda and changes before submitting final response\***

13. **FORMS FOR SUBMITTAL**

**ACKNOWLEDGEMENT & CONTACT SUMMARY SHEET**

<p><b>DUE DATE:</b> Responses due on or before 2:00 PM. EST at <b>City of West Miami</b> <b>City Clerk</b> <b>901 SW 62<sup>nd</sup> Avenue</b> <b>West Miami, FL 33144</b> <b>Tuesday, November 2, 2021</b></p> <p>Check Addenda for any revised opening dates before submitting your response. <b>Responses received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.</p>	<p>RFQ NO.: <b>RFQ #2021-11-02-2021</b></p>	<p>RELEASE DATE: <b>10/18/2021</b></p>	<p>CONTACT: <b>Juan Pena</b> <b>Public Works Department</b> <b>(305) 266-4214</b> <a href="mailto:Juanpena@cityofwestmiami.org">Juanpena@cityofwestmiami.org</a></p>
<p>BID TITLE: <b>TRANSPORTATION AND TRAFFIC ENGINEERING SERVICE</b></p>			
<p><b>Acknowledgement &amp; Contact Summary Sheet</b></p>			
<p>THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE RESPONSE. FAILURE TO PROVIDE THIS DOCUMENT WITH THE RESPONSE WILL RESULT IN RESPONSE BEING CONSIDERED NON-RESPONSIVE.</p>			
<p><b>Responder's Name and state "Doing Business As", if applicable:</b></p>			
<p><b>Address:</b></p>	<p><b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.</p>		
<p><b>City:</b></p>	<p><b>Address:</b></p>		
<p><b>State:</b></p>	<p><b>Zip Code:</b></p>	<p><b>City:</b> <input type="checkbox"/></p>	
<p><b>Telephone Number:</b></p>	<p><b>State:</b></p>	<p><b>Zip Code:</b></p>	
<p><b>Toll Free Number:</b></p>	<p><b>Contact:</b></p>		
<p><b>Fax Number:</b></p>	<p><b>Telephone Number:</b></p>		
<p><b>E-Mail Address of Authorized Representative:</b></p>	<p><b>Toll Free Number:</b></p>		
<p><b>Federal Tax Identification Number:</b></p>	<p><b>Fax Number:</b></p>		
<p>_____ <i>Signature of Authorized Representative (Manual)</i></p> <p>_____ <i>Name of Authorized Representative (Typed or Printed)</i></p> <p>_____ <i>Title</i></p>			

**ADDENDA ACKNOWLEDGMENT FORM**

Addenda may be issued up to the date/time specified in the calendar on Page 2.

**RESPONDER'S NAME: \_**

The undersigned acknowledges receipt of the following addenda to the Documents:

**Addendum No. 1**

Print Name of Representative: \_\_\_\_\_

Sign: \_\_\_\_\_ Dated: \_\_\_\_\_

**Addendum No. 2**

Print Name of Representative: \_\_\_\_\_

Sign: \_\_\_\_\_ Dated: \_\_\_\_\_

**Addendum No. 3**

Print Name of Representative: \_\_\_\_\_

Sign: \_\_\_\_\_ Dated: \_\_\_\_\_

**Addendum No. 4**

Print Name of Representative: \_\_\_\_\_

Sign: \_\_\_\_\_ Dated: \_\_\_\_\_

**Addendum No. 5**

Print Name of Representative: \_\_\_\_\_

Sign: \_\_\_\_\_ Dated: \_\_\_\_\_

**NO ADDENDA WAS RELEASED IN CONNECTION WITH THIS SOLICITATION**

**REFERENCE CHECK SURVEY**

**INSTRUCTIONS TO PREPARE AND SEND TO REFERENCES**

**RFQ #2021-11-02-2021**

**TRANSPORTATION AND TRAFFIC ENGINEERING SERVICES**

The objective of this process is to identify the past performance of the firm submitting a response to the RFQ. This is accomplished by sending survey forms to past clients. The client should return the forms directly to the firm and the firm shall include the completed surveys in their RFQ response.

1. The firm is responsible for verifying accurate contact information for the reference in case there is a need for additional information or to clarify survey data; the City must be able to contact reference. If the reference cannot be contacted, there will be no credit given for that reference.
2. The survey must contain different services/projects and different clients. You cannot have multiple people evaluating the same project or multiple projects by the same person.
3. Projects can be either completed or on-going.
4. For each reference listed on the Client Reference sheet a Reference Check Survey (completed by the reference) shall be submitted.

**CLIENT REFERENCES**

**Responder's Name:** \_\_\_\_\_

Responder must provide the following information for five (5) previous clients in which similar scope of services were performed within the last five (5) years.

**Reference No. 1**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**Reference No. 2**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**Reference No. 3**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**Reference No. 4**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**Reference No. 5**

<b>Company Name:</b>	
<b>Location (City, State):</b>	
<b>Date of Service:</b>	
<b>Contact Person:</b>	
<b>Contact Number:</b>	
<b>Email Address:</b>	

**Note:** Responder is responsible for verifying correct phone numbers, email address and contact information.

**REFERENCE CHECK SURVEY**

**RFQ #2021-11-02-2021 – TRANSPORTATION AND TRANSIT ENGINEERING SERVICES**

FIRM BEING SURVEYED: \_\_\_\_\_

COMPANY COMPLETING SURVEY: \_\_\_\_\_

PERSON COMPLETING SURVEY: \_\_\_\_\_ DATES OF SERVICE: \_\_\_\_\_

1. Describe the scope of work performed by this firm for your organization? Provide Project Name.
2. Rate each of the criteria below on a scale of 1 to 10, 10 being very satisfied and 1 being very unsatisfied. Please rate each criterion to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

ITEM	CRITERIA	SCORE
1	Ability to manage cost and complete project within budget	
2	Ability to maintain project schedule and complete project on time/early	
3	Quality/Qualifications of workmanship	
4	Professionalism of Firm	
5	Firms cooperation and reliability	
6	Ability to communicate	
7	Ability to maintain proper and detailed documentation	
8	Appropriate use of technology	
9	Ability to offer solid recommendations	
10	Overall Client Satisfaction	

3. What problems, if any, were encountered with this firm during performance of the project, and how were they resolved?

4. Would you re-hire this firm?

Yes: \_\_\_\_\_ No: \_\_\_\_\_ Maybe: \_\_\_\_\_

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

**QUALIFICATION STATEMENT**

Page 1 of 4

RESPONDER shall furnish the following information. Failure to comply with this requirement will render the response as non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

RESPONDER'S Name and Principal Address:

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Contact Person's Name & Title: \_

RESPONDER'S Telephone: (\_\_\_\_\_) \_\_\_\_\_

Fax (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

RESPONDER'S License Number: \_\_\_\_\_  
**(Please attach certificate of status, competency, and/or state registration.)**

Number of years your organization has been in business \_\_\_\_\_

State the number of years your firm has been in business under your present business name \_\_\_\_\_

State the number of years your firm has been in business in the work specific to this bid: \_\_\_\_\_

Names and Titles of all officers, partners or individuals doing business under trade name:

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The business is a: Sole Proprietorship  Partnership  Corporation

**QUALIFICATION STATEMENT**

Page 2 of 4

***IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.***

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the response as non-responsive.

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At what address was that business located?

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Name, address, and telephone number of Surety Company and agent who will provide the required bonds on this contract:

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Have you ever failed to complete work awarded to you. If so, when, where and why?

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Have you personally inspected the proposed work site and do you have a complete plan for its performance?

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Will you subcontract any part of this work? If so, give details including a list of each sub-consultant(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subconsultant(s).

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\*The foregoing list of subconsultant(s) may not be amended after award of the contract without the prior written approval of the City Contract Project Representative, whose approval shall not be reasonably withheld.

**QUALIFICATION STATEMENT**

Page 3 of 4

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

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List and describe all successful Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Responder and its predecessor organization(s).

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List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Responder or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

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List and describe all criminal proceedings or hearings concerning business related offenses in which the Responder, its principals or officers or predecessor organization(s) were defendants.

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Has the Responder, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

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**QUALIFICATION STATEMENT**

Page 4 of 4

Are you an  Original provider  sales representative  distributor,  broker,  manufacturer  other, of the commodities/services proposed upon? If other than the original provider, explain below.

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Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

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Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

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The Responder acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by City in awarding the contract and such information is warranted by Responder to be true. The discovery of any omission or misstatement that materially affects the Responder's qualifications to perform under the contract shall cause the City to reject the response, and if after the award, to cancel and terminate the award and/or contract.

\_\_\_\_\_  
Printed Name

By \_\_\_\_\_  
(Signature)

**PUBLIC ENTITY CRIMES**

Page 1 of 3

Section 287.132-133(3)(a), Florida Statutes, effective July 1, 1989 require that no public entity shall enter into a contract, award of bid, or transact business in excess of \$10,000.00 with any person or affiliate who has been convicted of a public entity crime. Prior to entering into a sworn statement with the Purchasing Division on form 7088.

A copy of the form is reproduced below. This completed form must be on file prior to the issuance of a Purchasing Order.

**Sworn Statement Under Section 287.133(3)(a),  
Florida Statutes, on Public Entity Crimes**

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

1. This sworn statement is submitted with **RFQ #2021-11-02-2021 – TRANSPORTATION AND TRANSIT ENGINEERING SERVICES.**
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if applicable) it's Federal Employer Identification No. (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. 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 of with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted or conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding or fault or a conviction of a public entity crime, with or without 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.

**PUBLIC ENTITY CRIMES**

Page 2 of 3

6. 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 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.

7. 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 the state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Please indicate which one of the following two statements applies.)**

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor the affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(If this item is selected, please indicate which additional statement applies.)**

There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the Final Order.)**

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administration Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the Final Order.)**

The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

**PUBLIC ENTITY CRIMES**

Page 3 of 3

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_, who after first being sworn by me, affixed his/her signature in the  
space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

**NON-COLLUSIVE AFFIDAVIT**

Page 1 of 2

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 Responder that has submitted the attached response to the solicitation;

(2) He/she is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response to the solicitation:

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

(4) Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham response in connection with the work for which the attached response 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, or communication, or conference with any responder, firm or person to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;

(5) The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the responder or any other of its agents representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_

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

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

**NON-COLLUSIVE AFFIDAVIT**

Page 2 of 2

State of Florida

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

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). 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)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of identification)

DID take oath, or  DID NOT take oath

OPTIONAL INFORMATION:

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Number of Signatures Notarized \_\_\_\_\_

**OFFEROR'S CERTIFICATION**

**WHEN OFFEROR IS AN**

**INDIVIDUAL**     **SOLE PROPRIETORSHIP**     **PARTNERSHIP**     **CORPORATION**

**IN WITNESS WHEREOF**, the Offeror hereto has executed this Solicitation Response Form this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Business Phone Number

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

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

Public of the State of Florida, personally appeared \_\_\_\_\_ and whose name(s) is/are (Name(s) of individual(s) who appeared before notary). 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)

- Personally known to me, or
- Produced identification:

\_\_\_\_\_  
(Type of identification)

DID take oath, or  DID NOT take oath

**OPTIONAL INFORMATION:**

Type of Document: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Number of Signatures Notarized \_\_\_\_\_

**SCRUTINIZED VENDOR CERTIFICATION**

Page 1 of 2

**CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name and Title Responder Name

Certify that \_\_\_\_\_ does not:  
Responder Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Responder of the City's determination concerning the false certification. The Responder shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Responder does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that re on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

**SCRUTINIZED VENDOR CERTIFICATION**

Page 2 of 2

As the person authorized to sign on behalf of the Responder, I hereby certify that the company identified above in the section entitled "Responder Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

INTENTIONALLY LEFT BLANK

14. **SAMPLE CONTRACT**

**PROFESSIONAL SERVICES SAMPLE AGREEMENT – DO NOT SUBMIT WITH PROPOSAL**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, **2021**, by and between:

**CITY OF WEST MIAMI**, a municipal corporation of the State of Florida with a business address of **901 SW 62<sup>ND</sup> AVENUE, WEST MIAMI, FLORIDA 33144** (hereinafter referred to as the "CITY")

and

\_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida, with a business address of \_\_\_\_\_ (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

**ARTICLE 1**  
**PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective Parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide \_\_\_\_\_ as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**  
**“«Solicitation\_Title”**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_, the CITY awarded the bid to CONSULTANT and authorized the proper CITY officials to negotiate and enter into an agreement with CONSULTANT to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONSULTANT were undertaken and this Agreement incorporates the results of such negotiation.

**ARTICLE 2**  
**SERVICES AND RESPONSIBILITIES**

2.1 CONSULTANT hereby agrees to perform the services for the **«Service Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **«Solicitation Type Abbreviation» # «Solicitation Number»**, attached hereto and made a part hereof as **Exhibit "A"** and CONSULTANT's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONSULTANT agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONSULTANT shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.

2.4 CONSULTANT assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONSULTANT thereof in writing, CONSULTANT agrees to re- perform such deficient services without charge to the CITY.

2.5 CONSULTANT shall not utilize the services of any sub-consultant without the prior written approval of CITY.

**ARTICLE 3**  
**TERM AND TERMINATION**

3.1 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon seven (7) days' written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY immediately.

3.2 This Agreement shall take effect as of the date of execution as shown herein below and shall remain in effect for five (5) years from the date of award subject to termination as provided herein.

**ARTICLE 4**  
**COMPENSATION AND METHOD OF PAYMENT**

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed \_\_\_\_\_.

4.2 CITY will make its best efforts to pay CONSULTANT within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONSULTANT at:

**«Vendor\_Name»**  
**Attn: «Vendor\_Contact\_Title»**  
**«Vendor\_Address\_Line\_1»**  
**«Vendor\_Address\_Line\_2»**

**ARTICLE 5**  
**CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services for particular projects to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONSULTANT be compensated for any work which has not been described either herein or in a separate written agreement executed by the proper authority level with the Parties hereto.

**ARTICLE 6**  
**INDEMNIFICATION**

6.1 CONSULTANT shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, errors, omission, or negligent acts of CONSULTANT, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONSULTANT pursuant to this Agreement.

6.2 CONSULTANT shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONSULTANT'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONSULTANT, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONSULTANT's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONSULTANT from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The Parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONSULTANT and that Florida Statutes §725.06 requires a specific consideration be given therefor. The Parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONSULTANT. Furthermore, the Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

7.1 The CONSULTANT shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, partners, principals or subconsultant. The CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONSULTANT allow any subconsultant to commence work on any subcontract until all similar such insurance required of the subconsultant has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies

authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than “A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONSULTANT shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONSULTANT shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONSULTANT shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 7.6 REQUIRED INSURANCE

7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

- |    |                  |             |
|----|------------------|-------------|
| A. | Bodily Injury:   |             |
| a. | Each occurrence  | \$1,000,000 |
| b. | Annual aggregate | \$1,000,000 |
| B. | Property Damage: |             |
| a. | Each occurrence  | \$1,000,000 |
| b. | Annual aggregate | \$1,000,000 |
| C. | Personal Injury: |             |
| a. | Annual aggregate | \$1,000,000 |

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

**The City of West Miami must be shown as an additional insured with respect to this coverage.**

7.6.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONSULTANT engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONSULTANT shall require the subconsultants similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the CONSULTANT. Coverage for the CONSULTANT and his subconsultants shall be in accordance

with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$100,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$100,000 Disease – Each Employee

If CONSULTANT claims to be exempt from this requirement, CONSULTANT shall provide CITY proof of such exemption along with a written request for CITY to exempt CONSULTANT, written on CONSULTANT letterhead.

7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$2,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

7.6.5 Sexual Abuse may not be excluded from any policy. **[When applicable].**

## 7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of West Miami shall be named as an Additional Insured on each of the General Liability policies required herein

7.7.1 Waiver of all Rights of Subrogation against the CITY

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY

7.7.4 CONSULTANT's policies shall be Primary & Non-Contributory

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY

7.7.6 The City of North Lauderdale shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 CONSULTANT shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.9 Any insurance required of the CONSULTANT pursuant to this Agreement must also be required by any subconsultant in the same limits and with all requirements as provided herein, including naming the

CITY as an additional insured, in any work that is subcontracted unless such subconsultant is covered by the protection afforded by the CONSULTANT and provided proof of such coverage is provided to CITY. The CONSULTANT and any subconsultants shall maintain such policies during the term of this Agreement.

7.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

**ARTICLE 8**  
**INDEPENDENT CONSULTANT**

8.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONSULTANT is an independent CONSULTANT under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONSULTANT's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT, which policies of CONSULTANT shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONSULTANT's funds provided for herein. The CONSULTANT agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

**ARTICLE 9**  
**VENUE**

9.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all claims or actions arising out of or related to this Agreement shall be in Miami-Dade County, Florida.

**ARTICLE 10**  
**PUBLIC RECORDS**

10.1 The City of North Lauderdale is a public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY 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 in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and, following completion of the contract, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and

10.1.4 Upon completion of this Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by the CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONSULTANT to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

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

**CITY CLERK  
901 SW 62<sup>nd</sup> AVENUE  
WEST MIAMI, FL 33144  
(305) 266-1122**

**[ANNERYG@CITYOFWESTMIAMI.ORG](mailto:ANNERYG@CITYOFWESTMIAMI.ORG)**

**ARTICLE 11  
MISCELLANEOUS**

11.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONSULTANT's work product for its intended purposes.

11.2 **Records.** CONSULTANT shall keep such records and accounts and require any and all subconsultants to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All

records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statutes.

11.3 **Assignments: Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.4 **No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration contingent upon or resulting from the award or making of this agreement.

11.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONSULTANT and CITY designate the following as the respective places for giving of notice:

CITY Yolanda Aguilar, City Manager  
City of West Miami  
901 SW 62<sup>nd</sup> Avenue  
West Miami, FL 33068  
Telephone No.: (305) 266-1122

Copy To: Jose Villalobos, City Attorney  
Akerman P.A.  
98 SE 7th St #1100, Miami, FL 33131  
Telephone No. [\(305\) 374-5600](tel:(305)374-5600)

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.8 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

11.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

11.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.

11.11 **Legal Representation.** It is acknowledged that each party hereto was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

11.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

11.13 **Scrutinized Companies.** CONSULTANT certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subConsultants are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subconsultants are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

11.14 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

11.15 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

11.16 **Protection of City Property.** At all times during the performance of this Agreement, CONSULTANT shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

11.17 **Compliance with Statutes.** It shall be the CONSULTANT's responsibility to be aware of and comply with all statutes, ordinances, rules regulations and requirements of all local CITY, state, and federal agencies as applicable.

11.18 **Bankruptcy.** It is agreed that if CONSULTANT is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

11.19 **Agreement Subject to Funding.** This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of North Lauderdale in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

11.20 **Uncontrollable Forces.** Neither CITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.20.1 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

11.21 **Non-Discrimination & Equal Opportunity Employment.** During the performance of this Agreement, the CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services. The CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal opportunity employment laws and shall not engage in or commit any discriminatory practices against any person based on race, age, religion, color, gender, pregnancy, sexual orientation, gender identity and expression, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a bases for service delivery.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF WEST MIAMI, FLORIDA

ATTEST:

\_\_\_\_\_  
ANNERY GONZALEZ, CITY CLERK

By: \_\_\_\_\_  
YOLANDA AGUILAR, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONSULTANT:**

**«Vendor\_Name\_Upper\_Case»**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)  
COUNTY OF \_\_\_\_\_)

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **«Vendor Name»**, a

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company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of «Vendor Name» for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, «Contract Signature Year».

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)











