



# MIAMI SHORES VILLAGE

REQUEST FOR QUALIFICATIONS  
PROFESSIONAL GENERAL ENGINEERING  
AND  
ARCHITECTURAL SERVICES

RFQ # 2019-07-01

MAYOR AND VILLAGE COUNCIL

VILLAGE MAYOR:	CRYSTAL WAGAR
VILLAGE VICE-MAYOR:	ALICE BURCH
COUNCILMAN:	SEAN BRADY
COUNCILMAN:	JONATHAN MELTZ
COUNCILMAN:	STEPHEN LOFFREDO
VILLAGE MANAGER:	THOMAS J. BENTON
VILLAGE CLERK:	YSABELY RODRIGUEZ
PUBLIC WORKS DIRECTOR:	SCOTT W DAVIS
PUBLIC WORKS ASSIST DIRECTOR:	CHRISTOPHER MIRANDA

**REQUEST FOR QUALIFICATIONS**  
**RFQ # 2019-07-01**  
**PROFESSIONAL GENERAL ENGINEERING AND ARCHITECTURAL**  
**SERVICES**  
**DEADLINE FOR RFQ PACKAGE: AUGUST 5<sup>th</sup>, 2019**

NOTICE IS HEREBY GIVEN that the Miami Shores Village, Florida, ("the Village") is interested in entering into a contract for services related to: Professional General Engineering and Architectural services with a licensed, insured and experienced firm with at least Five (5) years' municipal experience. The proposals shall be received by the Village Clerk, Miami Shores Village, 10050 NE 2<sup>nd</sup> Ave, Miami Shores, Florida 33138 by **5:00 PM on Monday, August 5<sup>th</sup>, 2019.** The Statements of Qualifications shall be clearly marked "Professional General Engineering and Architectural Services RFQ # 2019-07-01." The one (1) year contract with Miami Shores Village will include an option to renew for two (2) additional one (1) year periods. Late submittals shall not be accepted or considered. The Village reserves the right to waive informalities or omissions in this Request for Qualification, and to reject any and all proposals in whole, or in part, with or without cause. The Village also reserves the right to award a contract; which, in its judgment, will be to the best interests of the Miami Shores Village and its residents. In addition, the Village is not liable for any costs incurred by firms/individuals responding to this request for qualification. Proposal documents may be obtained solely from the office of The Village Clerk effective on or after **July 19, 2019:** 10050 NE 2<sup>nd</sup> Ave, Miami Shores, Florida 33138. Questions shall be made in writing only to the following email address: **daviss@msvfl.gov. Tuesday, July 30<sup>th</sup>, 2019 at 4:00pm is the cut-off for all questions.**

## **PROJECT OVERVIEW**

The Miami Shores Village is soliciting Statements of Qualification from interested parties and/or firms for the provision of Professional General Engineering and Architectural Services, as more particularly described herein. Through a Request for Qualification process described herein, persons and/or firms interested in assisting the Village with the provision of such services must prepare and submit a qualifications packet in accordance with the procedure and schedule in this RFQ. The Village will review submittals only from those persons and/or firms that submit a Request for Qualifications packet which includes all the information required to be included as described herein (in the sole judgment of the Village).

Consultants may perform work for various departments of the Village including, but not limited to, Administration, Public Works, Parks and Recreation, Building, and Planning & Zoning. The Village anticipates the majority of the scope of work to be engineering-related.

The scope of services include, but are not limited to, providing general engineering and architectural services for miscellaneous planning, design and/or construction management projects; such as roadways, drainage, structural, bridge, electrical, mechanical, traffic engineering, civil/site planning, water and sewer, surveying, environmental assessments and engineering, permitting, land use and zoning, architectural design and space planning, construction management, and project management. The Village may also require the selected consultants to perform construction engineering inspections (CEI), threshold inspections, plans review and landscape architecture services.

In order to be considered, consulting firms or team joint ventures must have experience in all related areas described above and be particularly familiar with the design criteria and standards used within each area of expertise and in particular the practices of the State of Florida Department of Transportation, Miami-Dade County Public Works Department, Miami-Dade County Department of Environmental Resources Management and Miami-Dade County Water and Sewer Department, the State of Florida Department of Health, the State of Florida Department of Environmental Protection and the South Florida Water Management District as well as applicable building codes. Consultants should also be familiar with the standards, practices, requirements and applicable ordinances of the Miami Shores Village. The Village understands that not all of the interested firms provide services for all of the different disciplines mentioned; therefore the Village will consider joint ventures. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

It is the Village's intention to:

- (a) Solicit responses from interested parties;
- (b) Evaluate the responses;
- (c) Conduct oral presentations (if necessary);
- (d) Verify the information presented, and;
- (e) Negotiate and award a contract to a selected Respondent.

The selected Respondent shall agree to abide by and be governed by the Miami Shores Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein. All questions or comments should be directed in writing to the following email at [daviss@msvfl.gov](mailto:daviss@msvfl.gov).

All inquiries must reference Professional General Engineering and Architectural Services RFQ # 2019-07-01 in the subject line. No phone calls (or other inquiries not in writing to the email address specified above) will be accepted in reference to this RFQ.

## **1.0 SCHEDULE OF EVENTS**

Pre-Submittal Meeting: NOT APPLICABLE

Deadline for Written Questions: 4:00 p.m., Tuesday, July 30<sup>th</sup>, 2019

Deadline for Submittal & Qualifications: 5:00 p.m., Monday, August 5<sup>th</sup>, 2019

## **2.0 GENERAL CONDITIONS**

THE FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND WILL NOT BE WAIVED FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR QUALIFICATIONS.

### **2.1 DEFINITIONS**

#### **2.1.1 We/Us/Our/Village**

These terms refer to the Miami Shores Village, Florida. They may also be used as pronouns for various subsets of the Village organization including, as content will indicate.

#### **2.1.2 Respondent**

Any business entity submitting a response to this solicitation.

#### **2.1.3 RFQ**

Means this Request for Qualifications including Exhibits, Appendices and Attachments, and all addenda thereto.

#### **2.1.4 Short List**

Respondents selected pursuant to this RFQ to submit proposals in response to the RFQ.

#### **2.1.5 Qualifications**

The written, sealed document submitted by the Respondent according to the RFQ instructions. A response to this RFQ shall not include any verbal interactions with the Village apart from submittal of formal written Qualifications.

#### **2.1.6 Joint Venture Team**

Team of sub-consultants led by a primary consultant.

### **2.2 CLARIFICATION**

Questions regarding this RFQ should be directed in writing by email, to the email address specified in this document. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Respondents. Should any difference arise between the contracting parties as to the meaning or intent of these Instructions or specifications, the Manager's decision shall be final and conclusive.

### **2.2.1 Written Addenda**

If it becomes evident that this RFQ must be amended, the Village will issue a formal written addendum to all known prospective Respondents, which shall be signed and acknowledged by all Respondents, attached to bid submissions, and shall become part of the terms of this package. If necessary, a new Qualifications opening date may be established by addendum.

### **2.3 COST OF PREPARATION**

The Village will not be responsible for any expenses incurred by the Respondents for the preparation of Qualifications related to this procurement, or for conduct of any negotiations related to potential award of the Contract.

### **2.4 EXAMINATION OF DOCUMENTS**

The Respondent must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Respondent may request clarification by written request to the email address specified in this document. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the Village as having received the RFQ documents. No person is authorized to give oral interpretations of, or make oral changes to, the RFQ. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification is made.

### **2.5 FORMAT AND SIGNATURES**

To receive consideration, responses to this RFQ shall be submitted on the forms as provided by the Village. This Request for Qualifications shall be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Qualifications must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the Request for Qualifications may be attached behind the Solicitation Response form. Responses by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Responses by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original response to this RFQ, with one (1) original, four (4) copies and one (1) thumb drive copy containing a PDF file of all documents submitted, must be presented in a sealed envelope, box, or container to the Village Clerk's Office located at: 10050 NE 2<sup>nd</sup> Ave, Miami Shores, FL 33138 at or prior to the time noted on the RFQ opening date. Responses received after that time will not be accepted. No early deliveries before stated due date will be accepted (i.e., only on the due date from 9AM-5PM). It will be the sole responsibility of the Respondent to deliver their Qualifications to the Village Clerk's Office on or before the closing hour and date indicated. Statements of Qualifications shall be submitted in a sealed envelope, box or

container clearly marked in the exterior “Professional General Engineering and Architectural Services RFQ -2019-07-01.”

ANY STATEMENT OF QUALIFICATIONS SUBMITTALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

## **2.6 PUBLIC RECORDS**

Upon award recommendation or thirty (30) days after the opening of RFQ responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a “Public Record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Respondents must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The Village reserves the right to make any final determination on the applicability of the Public Records Law.

## **2.7 WITHDRAWAL OF QUALIFICATIONS**

A Respondent may, without prejudice, withdraw, modify, or correct the response to this RFQ after it has been deposited with the Village, provided the request and any subsequent modifications and/or corrections are filed with the Village in writing before the time for opening Qualifications. The original response as modified by such writing will be considered as the Qualifications submitted by the Respondent. No oral Qualifications modifications will be considered.

## **2.8 RIGHT TO REJECT ANY AND/OR ALL QUALIFICATIONS**

The Village reserves the right to reject any and/or all responses to RFQ or sections thereof, and waive any technicalities, errors or omissions. As a matter of information, the Village Council does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any responses; which, in the judgment of the Village, will best serve the needs and interests of the Village. This offering of Request for Qualifications itself does not in any way constitute a contractual agreement between the Miami Shores Village and the Respondent. However, the contents of the offered document, as well as the proposed documents, may be used for details of the actual agreement between the Respondent and the Miami Shores Village. Furthermore, the Village reserves the right to award without further discussion.

## **2.9 GOVERNMENTAL RESTRICTIONS**

In the event that any governmental restrictions are imposed which would necessitate alteration



of the performance to the services offered in this Request for Qualifications prior to delivery, it shall be the responsibility of the Respondent to notify the Village at once. The Village reserves the right to accept the alteration or cancel the Contract at no expense to the Village.

## **2.10 INQUIRIES**

Any questions regarding this RFQ should be directed in writing via email at: [daviss@msvfl.gov](mailto:daviss@msvfl.gov). All inquiries shall have in the subject line the following: **“Professional General Engineering and Architectural Services RFQ-2019-07-01.”**

Respondents requiring clarification or interpretation of the RFQ must submit them via e-mail on or before 5:00 p.m., Tuesday, July 30<sup>th</sup>, 2019. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Respondents.

## **2.11 PURPOSE**

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit and substantiate their Qualifications to provide Professional General Engineering and Architectural Services to the Miami Shores Village. The Miami Shores Village desires to retain one or more professional consultant(s) or joint ventures to provide professional services "as required" under a general professional services contract to perform work as-needed, or on a rotational basis. Interested consultant firms, individuals and/or joint ventures shall be qualified pursuant to State law. The selected consultant(s) must be presently located or willing to establish an office in Miami-Dade County. This statement describes and defines in general the services required.

## **2.12 DUE DATE**

All Qualifications are due no later than Monday, July 5<sup>th</sup>, at 5:00 p.m. EST at the Village Clerk's Office, Village Hall, 10050 NE 2<sup>nd</sup> Ave, Miami Shores, FL 33138. All Qualifications received after that time will not be considered.

One (1) Original Qualifications and four (4) copies must be submitted in separate three-ring binders properly tabbed in conjunction with the provided checklist. One (1) thumb drive copy of Qualifications must be located in the front pocket of the binder containing the original Qualifications. Thumb drive copy must be properly labeled with the Respondent's name and "Professional General Engineering and Architectural Services RFQ # 2019-07-01." Failure to provide exact copies of original submission as required shall be sufficient to deem submittal unresponsive.

Original Qualifications, four (4) copies in separate 3-ring binders and one (1) thumb drive copy must be submitted in a sealed envelope or box or container clearly marked with the RFQ title. EMAILED OR FAXED Qualifications will *not* be accepted.

Qualifications received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Qualifications shall be decided in the favor of the Miami Shores Village. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Qualifications. The Miami Shores Village cannot be responsible for Qualifications received after opening time and encourages early submittal. Qualifications received by the Village after the time specified for receipt will not be considered.

### **3.0 SPECIAL CONDITIONS**

Any and all Special Conditions that may vary from the General Conditions shall have precedence.

#### **3.1 LICENSING**

All prime respondents shall provide at the end of the submittal, a copy of their local occupational/business license and State registration demonstrating the firm's authorization to transact business in the State of Florida. Florida State registration can be downloaded and printed via [www.sunbiz.org](http://www.sunbiz.org).

#### **3.2 ATTACHED FORMS**

##### **3.2.1 Non-Collusion Affidavit**

Each Prime Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Statement of Qualifications. Village considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Respondent has not divulged discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Respondent certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has

any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a Council, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

### **3.2.2 Americans with Disabilities**

As part of any Statement of Qualifications, each Prime Respondent must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

### **3.2.3 Compliance with Equal Employment Opportunity**

The Prime Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C. Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C. Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

### **3.2.4 Public Entity Crimes**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

## **3.3 COMPLIANCE WITH ORDERS AND LAWS**

Successful Respondents/Parties shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFQ and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to employment practices, rate of pay or other compensation methods, and training).

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes.

Uniform Commercial Code (Florida Statutes, Chapter 672).

American with Disabilities Act of 1990, as amended.

Cone of Silence, Village Provision Code.

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Anti-kickback Affidavit

Drug-free Affidavit

Bidder or Vendor hereby recognizes and certifies that no elected official, board member, or employee of the Miami Shores Village (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village Council members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Bidder. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Bidder. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Vendor recognizes that with respect to this transaction or bid, if any Bidder or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder or Vendor may be disqualified from furnishing the goods or services for which the bid or Statement of Qualifications is submitted and may be further disqualified from submitting any future bids or Statement of Qualifications for goods or services to Village. Bidder or Vendor must complete and execute the Business Entity Affidavit form. The terms "Bidder" or "Vendor," as used herein, include any person or entity making a Statement of Qualifications herein to Village or providing goods or services to Village.

Lack of knowledge by the Respondent will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

### 3.4 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of Village “Cone of Silence” are applicable to this transaction. The “Cone of Silence,” as used herein, means a prohibition on any communication regarding a particular Request for Proposal (RFP), Request for Qualification (RFQ), or bid, between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant, and the Village Council, Village’s professional staff including, but not limited to, the Village Manager and staff, any member of the Village’s selection or evaluation committee. The Cone of Silence shall be imposed upon each RFP, RFQ, and bid after the advertisement of said RFP, RFQ, or bid. The Cone of Silence shall terminate at the beginning of the Village Council meeting at which the Village Manager makes his written recommendation to the Village Council. However, if the Village Council refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the beginning of such meeting where the Village Manager will make his/her recommendation to the Village Council.

The Cone of Silence shall not apply to:

- (1) Oral communications at pre-bid conferences;
- (2) Oral presentations before selection of evaluation committees;
- (3) Public presentations made to the Village Council during any duly noticed public meeting;
- (4) Written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Village’s Purchasing Agent or Village employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) Communications with the Village Attorney and his or her staff;
- (6) Duly noticed site visits to determine the competency of bidders/proposers regarding a particular bid/proposal during the time period between the opening of bids and the time the Mayor makes his or her written recommendation;
- (7) Any emergency procurement of goods or services pursuant to Village Code;
- (8) Responses to the Village’s request for clarification or additional information pursuant to section 1.10 of this RFQ;
- (9) Contract negotiations during any duly noticed public meeting;
- (10) Communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Village’s professional staff including, but not

limited to, the Mayor and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or proposer shall render any RFP award, RFQ award, or bid award to said bidder or proposer voidable by the Village Council and/or Mayor.

### **3.5 Florida Government in the SUNSHINE LAW**

The Miami Shores Village is subject to the Florida Sunshine Act and Public Records Law. By submitting a Request for Qualifications, Respondent acknowledges that the materials submitted with the RFQ and the results of the Miami Shores Village evaluation are open to public inspection upon proper request. Respondent should take special note of this as it relates to proprietary information that might be included in its Request for Qualifications submission.

### **3.6 CANCELLATION**

In the event any of the provisions of this bid are violated by the Respondent, the Manager shall give written notice to the Respondent stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the Village Council for immediate cancellation. The Village Council of Miami Shores, Florida reserves the right to terminate any contract resulting from this solicitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

### **3.7 ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Miami Shores Village.

## **4.0 INSTRUCTIONS FOR PREPARING SUBMITTALS**

### **4.1 RULES FOR SUBMITTALS**

The submittal must name all persons or entities interested in the submittal as principals. The submittal must declare that it is made without collusion with any other person or entity submitting a submittal pursuant to this RFQ. Each firm shall only submit once as a prime and may participate as a sub-consultant on more than one team. Village will accept all Architects

and Engineers as prime; however, preference will be given to Civil Engineering or Architectural firms that submit as prime. The Village shall only consider a joint venture team or firm that provides all disciplines requested in the RFQ.

## **4.2 SUBMITTAL FORMAT**

Submittals shall prepare their submittals using the following format and should include, but not be limited, to the following:

### **4.2.1. Letter of Transmittal**

**a.)** This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely perform the work.

**b.)** The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.

**4.2.2.** Statement acknowledging receipt of each addendum issued by the Village.

**4.2.3.** Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:

### **A. Binder and Labeling/Marking Requirements**

All submissions (one original and four copies) shall be placed in separate three- ring binders each and tabbed according to a Table of Contents. The original and all copies shall be clearly marked accordingly as "original" or "copy." The thumb drive copy and the four (4) required copies must be exact duplicates of the original submission. FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL BEING NONRESPONSIVE.

### **B. Title Page**

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "Professional General Engineering and Architectural Services RFQ # 2019-07-01."

### **C. Table of Contents**

Include a clear identification of the material by section and/or by page number.

## **D. Qualification Statement**

The Qualification Statement shall be written in sufficient detail to permit the Village to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (5) where subsections (1) thru (3) shall be no more than 10 pages single-sided. Where (1) thru (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages in excess of the limitation. The table of contents shall not count toward the 10 page limit. The second part is all standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

### **1. Executive Summary**

Provide a brief summary describing the Respondent's approach to the work called for by the RFQ, Respondent's ability to perform the work requested, and the Respondent's background and experience in providing similar services. This summary should be brief and concise to advise the reader of the basic services offered, experience of Respondent's staff, and any other relevant information. A Project/Client Manager should be provided and assigned to manage all aspects of this work.

### **2. Respondent's Experience**

Describe the Respondent's organization; history and background; principals, officers, owners, board of directors and/or trustees; the primary markets served; the total current number of employees; the current number of professional employees by classification; and state the number of years that the Respondent has been in business.

### **3. Respondent's Past Performance**

Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years. The description should identify for each project (I) the client, (II) description of work, (III) total dollar value of the contract, (IV) contract duration, (V) customer contact person and phone number of reference, (VI) statement or notation of whether Respondent is/was the prime Consultant or subcontractor or sub-consultant, and (VII) the results of the project.

### **4. Organization Chart**



Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart can be provided on either an 8.5 x 11 or 11 x 17 sheet and must clearly identify the Respondent's employees and those of the subconsultants. Copies of professional licenses for pertinent key personnel (including subconsultants) that will provide services on this RFQ should be included following the organizational chart.

5. Provide the appropriate SF 330 in support of the services requested by this RFQ. SF 330 can be downloaded from [www.gsa.gov](http://www.gsa.gov).

◆ For joint venture teams:

- No formal joint venture contracts or agreements are required between Prime and team of subconsultants.
- Prime shall submit Section A, B, C and D of SF 330 Part I on behalf of joint venture team.
- Information for both Prime and Subconsultants shall be submitted in sections E, F, G and H of SF 330 Part I
- Both Prime and Subconsultants shall submit Part II of S.F. 330
- All resume information shall be provided as part of SF 330, Part 1, Section E, "Resumes of Key Personnel Proposed for this contract". Resumes of Key Personnel from the prime firm should also be included in the submittal as required on the attached Contact Information Worksheet.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the data or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

**END OF SECTION**

## **5.0 STATEMENT OF WORK**

### **5.1 SCOPE:**

The services to be provided by the consultant(s) will be: (1) General Consulting Services whereby the consultant(s) may serve as advisor, administrative consultant or technical consultant to the Village. The consultant(s) will be asked to act as a technical resource supporting and supplementing Village Staff. (2) Services could also be project specific and will be assigned on a work-order basis, whereby the consultant(s) will be asked to prepare planning

documents, engineering studies, construction plans and specifications and/or provide construction management services for specific projects as defined by the Village. The construction management services or Construction Engineering Inspection (CEI) may be provided for projects completed by the consultant(s), completed by another consultant(s) or in support of projects completed by Village staff. Other professional services to be provided may include, and not be limited to, architectural services for miscellaneous projects; planning including land and/or space planning; design and/or construction management projects; such as roadways, drainage, structural, bridge, electrical, mechanical, traffic engineering, civil/site planning, water and sewer, environmental assessments and engineering, land use and zoning, architectural design, landscaping design, economic analysis including lifecycle costs and value engineering, construction management, and project management. From time to time, consultants may be asked to assist the Village in project coordination meetings with other municipalities, regulatory agencies, and developers, local and state governments. The selected consultant(s) shall provide the Miami Shores Village the following services.

**A. Drainage/Stormwater Improvements:**

Includes, but by no means limited to, the analysis, estimates, calculations, design and all other related components needed to construct stormwater drainage system(s) and improvements in residential, commercial, government and other areas of the Miami Shores Village to permanently eliminate flooding, property damage and even loss of life.

**B. Roadway and Drainage Design:**

Includes roadway design and drainage analysis needed to prepare a complete set of roadway construction plans including drainage calculations and design, traffic control, maintenance of traffic, street lighting, permits applications and processing, as well as technical specifications, bid documents and tabulations. All documents are to be signed and sealed by a Professional Engineer registered in the State of Florida.

**C. Structural Design:**

Includes the design, calculations and analysis needed to prepare a complete set of construction documents for bridge structures, retaining wall, culverts, building structures, as needed including foundation designs. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

**D. Traffic and Transportation Engineering:**

Includes field data collection and analysis for the preparation of traffic studies including, but not limited to: Intersection and roadway capacity analysis; signal warrant studies; signal timing analysis and design; traffic circulation studies; traffic calming studies; trip generation; forecasting and assignment; as well as pavement markings and signing. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

**E. Civil site planning and design including land use:**

Includes the preparation of site plans as required by the Village. Consultant should be able to prepare comprehensive land use and zoning studies and recommendations as requested by the Village Planning Department. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

**F. Environmental Engineering:**

Includes field data collection, site investigations, environmental assessments and design as needed to prepare remediation plans for underground storage tanks, hazardous waste materials, asbestos removal, wetland mitigations, endangered species evaluations and permit applications. All documents to be signed and sealed by a Professional Engineer registered in the State of Florida.

**G. Land use and zoning:**

Includes the preparation and revision of amendments to the Village's comprehensive master plan to guide development within the Village. Review development proposals to verify compatibility with the Village's concurrency thresholds and requirements to meet the comprehensive plan. All documents to be signed and sealed by a Professional Engineer or Architect registered in the State of Florida.

**H. Building Remodeling and/or New Construction:**

Includes the conceptual design, structural, mechanical, electrical calculations and final design layouts and sketches necessary to prepare a complete set of building plans and specifications (bid documents) for municipal buildings, maintenance facilities, recreation buildings and any other Village facilities. All documents to be signed and sealed by a Professional Engineer and/or Registered Architect registered in the State of Florida.

**I. Plans Review and Permitting:**

Includes the architectural and engineering reviews necessary to confirm plans prepared by individuals or consultants to applicable building and zoning codes, fire codes and Americans with Disabilities Act requirements. Consultant personnel would work under the supervision of the Public Works Director and Building Official of the Village. Provides recommendation of approval to Village's Public Works Director and Building Official charged with issuing permits.

**J. Building/Threshold Inspections:**

Includes specialized architectural and engineering services required for the inspection of construction projects including but not limited to structural, building, plumbing, mechanical, electrical, roofing in accordance with the requirements of the applicable building codes. Personnel assigned by the consultant(s) to this function must be qualified in accordance with State law.

**K. Contract Administration:**

Includes engineering services necessary for the analysis of construction schedules, construction

delay claims, change orders, preparation of progress and final payment estimates, contract correspondence, preparation of minutes for various meetings and public information programs.

**L. Material Inspection:**

Includes laboratory analysis of asphalt, mineral aggregates, concrete, soils and steel, water, sewage, field sampling for laboratory analysis and submission of certified reports as required by the Village.

**M. Project Management:**

Includes engineering management services necessary for the management, supervision of design and construction schedules, analysis of design concepts that may include value engineering responsibilities, supervise the preparation of engineering studies, engineering plans and specifications, contract coordination and correspondence, preparation of minutes for various meetings including but not limited to utility coordination and pre-construction meetings, and public information programs.

**N. Landscape Design:**

Preparation of landscape plans (conceptual thru final drawings and specifications) including tree selection, tree identification and biology, growth characteristics and requirements (water, soil, nutrition), installation and establishment, as well as pruning and maintenance.

## END OF SECTION

## 6.0 EVALUATION

### 6.1 GENERAL OVERVIEW

The Village's selection committee will evaluate submittals and will select the respondent which meets the best interests of the Village. The Village shall be the sole judge of its own best interests, the submittals, and the resulting negotiated agreement. The Village's decisions will be final.

The purpose of the Evaluation Process is to judge the Submittals submitted in response to this Request for Qualifications in order to establish the most advantageous respondent, further

identified as the #1 respondent or highest ranked. Each submittal will be evaluated by each Selection Committee member using the procedures outlined herein.

Following the opening of the submittal packages, the documents will be evaluated by a Selection Committee composed of at least three but no more than five individuals and ranked in the order of the most responsive and responsible Respondent. The criteria for ranking will be as follows:

- Experience and Past Performance of Firm/Team – 40 points
- Drainage/Storm water projects/design experience– 25 points
- Quality and Completeness of Submittal – 20 points
- Firms having local presence experience (within Miami Shores Village) – 15 points

The Manager has the right to determine that a number of firms should be short listed, and that presentations will be required from those firms. In this event the firms will be contacted and given a minimum of five days to prepare a presentation. If presentations are necessary those presentations will be ranked using similar criteria and the scoring combined with the original tabulation for a final ranking.

## **6.2 TIE PROPOSALS**

Whenever a tie occurs for the top ranking position after the evaluation, the selection committee will review the time-stamp of the submittal of the RFQ to determine the earliest received RFQ. The selection committee shall award the earliest submitted proposal the highest ranking in a tie scenario.

## **6.3 SELECTION PROCESS AND AWARD OF CONTRACT**

The Village anticipates entering into contracts with the firms deemed responsive and responsible and determined by the Village to be most advantageous. The Village anticipates selecting a minimum of three (3) firms but reserves the right to select more than three (3) if in the best interest of the Village to do so.

The respondent understands that this RFQ does not constitute an offer or a contract with the VILLAGE. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the respondent have been authorized by the appropriate level of authority within the Village, an agreement has been executed by parties and approved by the appropriate level of authority within the Village.

In the event the parties are unable to negotiate terms acceptable to the Village, the Village may determine to accept the offer of the second most responsive and responsible Respondent determined by the selection committee, or it may re-solicit proposals.

The Village reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The Village may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

#### **6.4 TERM**

The selected Respondent must agree to abide by and be governed by the Miami Shores Village Ordinances and Resolutions, some which may have a bearing on the services involved in any agreement(s) issued as a result of this RFQ. No minimum amount of such service or compensation will be assured to a selected respondent and the Village will not be prevented in any manner from retaining other firms at its sole discretion. The selected respondent shall enter into a one (1) year term agreement with two (2) options to renew for one (1) additional year.

The Village reserves the right to request that the selected Respondent(s) obtain services through sub consultants to supplement the expertise and resources which may be required at any given time and for the purpose of carrying out the intent of the requirements herein.

#### **6.5 TERMINATION OF AGREEMENT**

The obligation to continue services under this Agreement may be terminated for cause by either party upon seven (7) days written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Village shall have the right to terminate this Agreement or suspend performance thereof without cause for the Village's convenience upon thirty (30) days written notice to, and shall terminate or suspend performance of services on a schedule acceptable to Village or at the end of this thirty (30) day period, at the option of the Village. In the event of termination or suspension for Village's convenience, Village shall pay for all services performed through the date of notice of termination or suspension.

### **7.0 Insurance Requirements**

Under the terms and conditions of all contracts, leases and agreements, the Village requires appropriate coverage listing Miami Shores Village as an additional insured. The insurance described herein reflects the insurance requirements deemed necessary for this contract by the Village. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by Miami Shores Village.

The contractor will provide the owner upon execution of this maintenance agreement a current Certificate of Insurance issued by an insurance company or companies authorized to do business in The State of Florida. The contractor will maintain for the duration of the maintenance agreement a Comprehensive Public Liability Policy that will insure the contractor against all claims and property damage arising in connection with the operation and maintenance of the contractor's business.

The following is a list of types of insurance coverage and limits that shall be required. \*Note: This list may not be all inclusive, and the Village reserves the right to require additional types of insurance, or to raise or lower the stated limits based upon identified risk.

**a Worker's Compensation Insurance**

Covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees), but no less than \$1,000,000 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Miami Shores Village and its agents, employees and officials. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

**b Liability Insurance**

- i. Naming Miami Shores Village as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- ii. Professional Liability (Errors and Omissions) coverage shall include coverage for all claims arising out of the services performed with limits not less than \$1,000,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
- iii. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

The selected firm shall provide a Certificate of Insurance listing Miami Shores Village as "Certificate Holder" and "Miami Shores Village is Additional Insurance as respect to coverage noted." Insurance companies providing insurance coverages must have a current rating A.M. Best Co. of "B+" or higher. (Note: An insurance contract or binder may be accepted as proof of insurance if Certificate is providing upon selection of the service provider.)

The certification or proof of insurance must contain a provision for notification to the Village thirty



(30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the Village the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

**Waiver of Subrogation**

Required insurance coverages shall not prohibit the service provider from waiving the right of subrogation prior to a loss. Service provider shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

**Deductible**

Any deductible or self-insured retention must be approved in writing by the Village and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

**Failure to Maintain Coverage**

The service provider agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the Village. The Village shall have the right to withhold any payment due the service provider until compliance with the insurance provisions of this agreement are satisfied.

Type of Insurance	LIMITS OF LIABILITY	
	each occurrence	aggregate

**GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/ \$2,000,000 AGGREGATE***

\* Policy to be written on a claims incurred basis

XX	comprehensive form	
XX	premises - operations	bodily injury
XX	explosion & collapse hazard	property damage
XX	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage
XX	contractual insurance	

XX	broad form property damage	Combined		
XX	independent contractors			
XX	personal injury	personal injury		

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**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$2,000,000 AGGREGATE**

		bodily injury (each person)		
		bodily injury (each accident)		
XX	comprehensive form			
XX	owned	property damage		
XX	hired	bodily injury and property damage		
XX	non-owned	Combined		

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**REAL & PERSONAL PROPERTY**

comprehensive form                      Consultant must show proof they have this coverage.

---

**EXCESS LIABILITY**

XX	umbrella form	bodily injury and property damage		
XX	other than umbrella	combined	\$2,000,000	\$2,000,000

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XX	<b>PROFESSIONAL LIABILITY</b>		\$1,000,000	\$1,000,000
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\* Policy to be written on a claims made basis

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## **Non-Discrimination**

**There shall be no discrimination as to race, color, religion, sex, marital status, pregnancy, gender, gender expression or identity, disability, national origin, veteran status, sexual orientation, age or genetic information in the operations conducted under any contract with the Village.**

# **REQUIRED FORMS**

All forms are to be completed by the primary vendor



*VENDOR APPLICATION*

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

Order from Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Pay to Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(if different)

Address: \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Website URL: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Date Business Established: \_\_\_\_\_

Business is: • Corporation • Proprietorship • Partnership • Other: \_\_\_\_\_

Primary business classification (check all that apply):

- Retailer
- Wholesaler
- Manufacturer
- Services
- Prime Contractor
- Sub Contractor

All applicants are required to provide a copy of their Business Tax Certificate if they have an office in Miami Shores Village, as well as their Workman's Compensation Insurance Certificate (if applicable).

Please see the enclosed commodity list to properly identify the commodities and/or services, which your firm provides. Please mail completed Vendor Application to the mailing address above. The undersigned does hereby certify that the foregoing and subsequent statements are true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

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



**Exhibit "A"**  
**MIAMI SHORES VILLAGE**  
**SUMMARY SHEET**

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

Firm Parent or Ownership: \_\_\_\_\_

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

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management Contact (person responsible for direct contact with Miami Shores Village and services required for this Request for Proposal):

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Maintenance Manager (Person responsible for day-to-day servicing of the account):

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

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm: \_\_\_\_\_

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

**Exhibit "B"**

**MIAMI SHORES VILLAGE  
RESPONDENT'S CERTIFICATION of QUALIFICATIONS**

I have carefully examined the Request for Proposal.

I hereby propose to furnish the services specified in the Request for Proposal and to be bound by the terms and conditions of the RFP. I agree that my submittal will remain firm for a period of at least 90 days in order to allow the Village adequate time to evaluate the submittals and determine a ranking of the most qualified Responders.

The firm has carefully reviewed its proposal, understands, and agrees that the Village is not responsible for any errors and omissions on the part of the proposer and that the proposer is responsible for them.

It is understood and agreed that the Village reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the Village.

I certify that all information contained in this submittal is truthful. The proposal includes all of the commentary, figures and data required by the Request for Proposals dated November 26, 2018. I further certify that I am duly authorized to provide this submittal on behalf of the Responder as its agent and that the Responder is ready, willing and able to perform if an Agreement is executed.

I further certify, under oath, that this submittal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation tendering a submittal for the same service; that no officer, employee or agent of the Village or any other respondent has an interest in said submittal; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
Responder

BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title, Typed or Printed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip Code  
( )

\_\_\_\_\_  
Telephone Number

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

\_\_\_\_\_  
Notary Public Signature  
STATE OF \_\_\_\_\_

\_\_\_\_\_  
Printed, typed or stamped name of notary  
My Commission Expires \_\_\_\_\_



**Exhibit "C"**  
**MIAMI SHORES VILLAGE**  
**ACKNOWLEDGEMENT OF COMPLIANCE WITH INSURANCE REQUIREMENTS**  
**FOR**  
**RFQ # 2019-07-01**  
**"PROFESSIONAL GENERAL ENGINEERING AND**  
**ARCHITECTURAL**  
**SERVICES"**

Contractor agrees, acknowledges and is fully aware of the insurance requirements as specified in Insurance Requirements and accepts all conditions and requirements as contained therein.

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

Name (Please Print or Type): \_\_\_\_\_.

By: \_\_\_\_\_  
Contractor's Signature

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

**This executed form must be submitted with Scope of Work proposal.**







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

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

1. This sworn statement is submitted to Miami Shores Village, Florida.

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

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

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

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any Response or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

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

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Agreement and which bids or applies to bid on Agreements 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.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
  - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the finalorder).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO AN AGREEMENT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
Signature

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

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

Personally known \_\_\_\_\_

OR

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

\_\_\_\_\_

Notary Public – State of \_\_\_\_\_

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

\_\_\_\_\_  
*Type of identification*

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



**Exhibit "D"**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC.

This sworn statement is submitted to Miami Shores Village, Florida.

by: \_\_\_\_\_  
(print individual's name and title)

for: \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

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

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

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794; The Federal Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC Section 3601-3631.

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

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

Personally known \_\_\_\_\_  
OR

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

\_\_\_\_\_  
Type of identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

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

Printed, typed or stamped name of notary public



## Exhibit "E"

# MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

### Information and Instructions

Miami Shores Village, Florida requires this disclosure statement to be completed and filed with all proposals, bid responses, contracts and/or grant or loan requests to the Village in excess of \$10,000. The disclosures statement is not required for contracts for gas, water and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications or other proposals.

A copy of the disclosure statement shall be maintained by the awarding Village Department. Miami Shores Village shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the Village if the misleading or incorrect information on the disclosure statement is discovered by the Village subsequent to execution of a contract.

#### Definitions

**"Business Entity"** means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the state of Florida.

**"Family, or Family Members, or Familial Relationship"** means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half-brother, half-sister, a person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This would include those who are considered Department Heads by the Village.

#### Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.



## MIAMI SHORES VILLAGE CONFLICT OF INTEREST DISCLOSURE FORM

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

VILLAGE DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

This form is provided with the following document:

Invitation to Bid  Request for Proposal / Qualifications  Proposal  Grant or Loan Request  Other

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any Village Department within the current or last two calendar years?

Yes  No

If yes, identify below the Village Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

VILLAGE DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
--------------------	------------------------	-----------------

Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any Village Department within the current or last two calendar years?

Yes  No

If yes, identify the Village Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

VILLAGE DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN
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1. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	VILLAGE DEPARTMENT
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2. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the Village Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/ MEMBER	ADDRESS	PUBLIC EMPLOYEE	VILLAGE DEPARTMENT WHERE EMPLOYED
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If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposals, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized in preparation of request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
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List below the names of any individuals, partners, or officers of the business entity who worked for Miami Shores Village within the current or past two calendar years.

NAME OF INDIVIDUAL	ADDRESS
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***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.***

Signature

Date

Print Name