



**Town of Surfside
Town Commission Meeting
AGENDA**

SUPPLEMENTAL No. 1

January 14, 2014

7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Presentation of Certificate of Achievement for Excellence in Financial Reporting**
– Mayor Daniel Dietch **Page 1-2**
- H. Presentation of Certificate to Commissioner Graubart for his Participation in the Miami Dade Commission on Ethics and Public Trust Ethical Governance Day 2013** – Mayor Daniel Dietch **Page 3-4**
- I. Employee of the Quarter** – Michael P. Crotty, Town Manager
 - *Lasonya Nixon, Customer Service Representative (3rd Quarter)*
 - *Randy Stokes, Capital Improvement Project Manager (4th Quarter)*
- J. Police Civilian of the Month for November and December** – Dina Goldstein – David Allen, Chief of Police

2. Quasi-Judicial Hearings (None)

3. Consent Agenda (Set for approximately 7:30 p.m.)

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

** Denotes agenda items as “must haves” which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.*

- A. **Minutes** – November 7, 2013 Special Town Commission Meeting **Page 5-18**
December 10, 2013 Regular Town Commission Meeting
- B. **Budget to Actual Summary as of October 31, 2013** – Donald Nelson, Finance Director **Page 19-20**
- *C. **Town Manager’s Report** – Michael P. Crotty, Town Manager **Page 21 - 45**
- *D. **Town Attorney’s Report** – Linda Miller, Town Attorney **Page 46 - 50**
- *E. **Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 51 - 53**
- F. **Committee Reports** – Michael P. Crotty, Town Manager **Page 54 - 80**

- October 23, 2013 Planning and Zoning Board Minutes
- November 6, 2013 Tourist Board Minutes
- November 21, 2013 Planning and Zoning Board Minutes
- November 25, 2013 Parks and Recreation Committee Minutes
- December 9, 2013 Tourist Board Minutes
- December 16, 2013 Charter Review Board Minutes

- G. **National Human Trafficking Awareness Month Proclamation** – Mayor Daniel Dietch **Page 81 - 82**

4. **Ordinances**

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

A. **Second Readings (Ordinances and Public Hearing)**

- 1. **Garage Door Modification** – Sarah Sinatra, Town Planner **Page 83 - 87**
{Ordinance has been deferred to the February 11, 2014 Town Commission Meeting}

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-50 “ARCHITECTURE AND ROOF DECKS” TO ALLOW FOR THE INSTALLATION OF TWO CAR GARAGE DOORS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Side Setback Ordinance – Sarah Sinatra, Town Planner Page 88 - 91**
{Ordinance has been deferred to the February 11, 2014 Town Commission Meeting}

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, AND SPECIFICALLY AMENDING SECTION 90-45 “SETBACKS”; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

3. **Ordinance prohibiting the sales of live animals in Surfside – Commissioner Michelle Kligman Page 92 – 95**
{Ordinance has been deferred to the February 11, 2014 Town Commission Meeting}

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES AND SPECIFICALLY AMENDING SECTION 90.41 “REGULATED USES” PROHIBITING THE SALE OF LIVE ANIMALS AS A PERMITTED USE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

4. **Ordinance Amending Future Land Use Element of the Comprehensive Plan – Nancy E. Stroud, Esq., Special Land Use Counsel [SET FOR TIME CERTAIN 7:30PM] Page 96 - 102**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE FUTURE LAND USE ELEMENT OF THE TOWN OF SURFSIDE COMPREHENSIVE PLAN BY AMENDING POLICY 1.1 TO DELETE PUBLIC SCHOOLS AS A USE IN POLICY 1.1 MODERATE DENSITY RESIDENTIAL/TOURIST LAND USE CATEGORY; ADDING POLICY 10.6 TO PROVIDE FOR LAND DEVELOPMENT REGULATIONS THAT ALLOW REASONABLE RELIEF FOR RELIGIOUS USES AND MAP FLU-8; PROVIDING A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

(Set for approximately 7:45 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. **Ordinance Amending Section 54-82 to Prohibit Noise Hours in Period No. 2 (April 1 to November 30) – Commissioner Joe Graubart Page 103 - 106**

AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 54 "PROHIBITED NOISES"; SPECIFICALLY SECTION 54-82 "SAME-WHEN PROHIBITED" BY REVISING THE HOURS FOR CONTROLLING RESTRICTED NOISES FOR PERIOD NO. 2 (APRIL 1 TO NOVEMBER 30); PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Business Improvement District Authorization – Duncan Tavares, TEDACS Director [SET FOR TIME CERTAIN 9:00PM]**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE CREATION OF A SPECIAL OR BUSINESS NEIGHBORHOOD IMPROVEMENT DISTRICT BY THE ENACTMENT OF A SEPARATE ORDINANCE FOR EACH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 8:45 p.m.) (Note: Depends upon length of Good and Welfare)

- A. **96th Street Park – Playground Equipment – Tim Milian, Parks and Recreation Director Page 107 - 116**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO PURCHASE PLAYGROUND EQUIPMENT FROM GAMETIME UTILIZING THE EXISTING U.S. COMMUNITIES GOVERNMENT PUCHASING ALLIANCE CONTRACT NO. 110179; APPROVING AN EXPENDITURE FROM THE CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-572.6410; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO

IMPLEMENT THE TERMS OF THE AGREEMENT WITH GAMETIME; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Awnings and Sign Code Update – Michael P. Crotty, Town Manager Page 117 - 124**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (“TOWN”) APPROVING CALVIN-GIORDANO & ASSOCIATES, INC. (CGA) WORK AUTHORIZATION NO. 73 (UPDATING AWNINGS AND SIGN CODE, CGA PROPOSAL NO. 13-5932) IN A TOTAL AMOUNT NOT TO EXCEED \$15,000 FROM THE GENERAL FUND, NON-DEPARTMENTAL PROFESSIONAL SERVICES ACCOUNT, 001-7900-590-3110; PROVIDING FOR AUTHORIZATION, PROVIDING FOR AN EFFECTIVE DATE.

- 6. Good and Welfare (*Set for approximately 8:15 p.m.*)**
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.
- 7. Town Manager and Town Attorney Reports**
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.
- 8. Unfinished Business and New Business**
- 9. Mayor, Commission and Staff Communications**
- A. Legislative Priorities [SET FOR TIME CERTAIN 8:30PM] – Fausto Gomez, Town’s Lobbyist Page 125 - 130**
- B. Code Compliance Priorities – Joe Damian, Code Compliance Director Page 131 - 133**
- C. Construction Impact- Hotel, Condo, Etc.– Commissioner Joe Graubart Page 134 - 136**
- D. Seawall Project Update and Schedule – Michael P. Crotty, Town Manager Page 137 - 139**
- E. Planning & Zoning Membership – Linda Miller, Town Attorney Page 140 - 141**
- F. Request for Proposals (Grant Writing Services) and Request for Qualifications (Architectural and Engineering) – Michael P. Crotty, Town Manager Page 142 – 182 {Corrected packet}**

- G. **Report on Charter Review (Verbal)** – Vice Mayor Michael Karukin
- H. **Miami Dade County League of Cities Director Designation** – Mayor Daniel Dietch Page 183
- I. **Citizens Survey** – Michael P. Crotty, Town Manager Page 184 - 196

10. Adjournment

Respectfully submitted,



Michael P. Crotty
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-861-4863 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.



**Town of Surfside
Commission Communication**

Agenda Item # 4B2

Agenda Date: January 14, 2014

Subject: Business Improvement District (BID) Authorization

Background: A BID is a public / private partnership in which property and business owners elect to make a collective contribution to the maintenance, development and promotion of their commercial district beyond the basic level of service already delivered by the Town. There are several advantages that result from stakeholders in a commercial district aligning themselves to improve the area. These include a cleaner, safer and more attractive business district, a steady and reliable funding source for supplemental services and programs, and the ability to respond quickly to changing needs of the business community. BIDs can stabilize and improve conditions for existing businesses as well as become an asset when attracting new businesses to fill vacancies. A fund to market special events and sales promotion will also help lower advertising costs, improve sales and decrease commercial vacancy rates.

Since the Town Commission authorized the BID process at the December 11, 2012 meeting, the following have been accomplished by consultant Redevelopment Management Associates (RMA) and the TEDACS Director:

- 1) Established ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID. The most important task was the foundation of a consensus regarding the programs, budgets, and methods of assessment to achieve the objectives of the BID. This was primarily achieved through one-on-one and small group discussions to create a core mission for the new BID.
- 2) Identified, in cooperation with the Town, the geographical boundaries of the BID. Property ownership information was gathered, amalgamated and analyzed.
- 3) Formed, in cooperation with the stakeholders, a proposed budget and identified the allocation formula for property assessments in collaboration with the Town.
- 4) Presented the district plan in public meetings.

- 5) Prepared the property owners and the merchants for the formal establishment process of the BID pursuant to Florida Law.

Supporting documents as Attachment A.

At the November 12, 2012 Town Commission Meeting, staff were directed to conduct a Straw Vote in an effort to definitively determine support for a BID by the downtown property owners. Due to the ownership of properties downtown, 24 votes are needed for a majority (51%) to support a BID. The following is an outline of the ensuing process:

- Week of Nov 18: Finalized Straw Ballot Document (Attachment B) and Summary of the BID for dissemination. Preliminary outreach conducted.
- Week of Nov 25: Continued preliminary outreach.
- Week of Dec 2: Outreach by the Mayor, Commissioner Kligman and Town Manager to Property Owners. RMA and the TEDACS Director outreach to all business operators.
- Week of Dec 9 – week of December 30: Conduct Straw Ballot and follow-up.

The Mayor and Commissioner Kligman assisted the Town Manager, RMA and the TEDACS Director with outreach to the property owners via letters (Attachment C), emails and phone calls.

To date 17 votes by property owners have committed support for a BID formation. The remaining 7 votes needed to make a majority are held by 4 property owners who have been intimately involved in the process but have yet to respond to the outreach on the straw vote but have supported the BID in past meetings. There are still 9 votes, held by 6 “more absentee” property owners who have yet to respond and 13 votes of property owners that have been impossible to reach.

Analysis:

While it is RMA’s and the Town Administration’s view that there is a majority of support for the BID by both property owners and business operators, motivating the property owners to take the time to even complete a straw vote ballot was a challenge. There is a sense of disillusionment with the Town and our processes based on history, experience and perception that is extremely difficult to overcome. Much of the resentment to the Town still hangs on the issue of parking even with the Town Commission promise to address this problem once receiving the Town Manager’s recommendation in April. There may even be a degree of hubris on the part of some of the property owners as the turn in the economy has brought investors knocking on their doors. A BID would serve to support the existing businesses on Harding Avenue and there may be some property owners who no longer share that view now that their properties seem highly desirable.

It is also important to note that since the authorization of the BID process, the downtown property and business operators are also experiencing “meeting fatigue”. The BID process timeline was conducted during the same period as outreach on the Tourism

Five Year Plan, streetscape initiative and parking issues. This presents the Town with an interesting paradox as the meetings were necessary informational tools and viewed as a benefit to garner consensus within the fractured downtown establishment.

Moving the BID process forward will require more of the one on one outreach that is synonymous with any initiative undertaken downtown. Ironically an established BID inherently alleviates this challenge that the Town constantly battles.

Presented with this memorandum is the first step in the formal process for establishing a BID. This legislation enables the process to continue. The actual creation of a BID requires subsequent action by the Town Commission and is earmarked for the February 2014 meeting. This complicated procedural process is as follows:

- 1) The attached local planning ordinance subsequently allows for the authorization of a BID in a subsequent ordinance. As an enabling legislation, this is the first step in the statutorily prescribed process for the creation of a specific district and levying an assessment for the created district. All other required associated legislation will subsequently come before the Town Commission.
- 2) Enacting this enabling ordinance moves the process to the Planning and Zoning Board for review in January and returns to the Town Commission for 2nd reading in February 2014.
- 3) The second step in the process is passing a second ordinance declaring a need for a specific BID and creating the actual district – again, set for February. This ordinance will enact the creation of the specific BID on a referendum approval of affected property owners (those property owners in the proposed district,) specify the boundaries, and name the proposed district, etc.
- 4) Upon the enactment of this second ordinance creating the actual district, the third step is a referendum which must be held within 120 days. Within 5 days of the close of voting for the referendum the Town Clerk shall present the results to the Town Commission. Within 30 days of the approval of the BID the Town Commission shall appoint a Board of Directors for staggered 3-year terms.
- 5) This third step is done concurrently with the passage of the second ordinance. The Town Commission shall also pass a Resolution notifying the affected property owners of the intent to assess a special assessment and authorizing the Town Administration to prepare a preliminary assessment roll. Upon the passage of this Resolution, the Town Clerk shall have on file an assessment plat of the proposed area with plans and specifications as well as an estimate of the associated assessments.
- 6) Once the preliminary assessment roll is completed, the Town Commission shall also adopt a second resolution fixing a time and place for the special assessment to be heard based on the results of the election. This can be when the results of the referendum are revealed to the Town Commission.
- 7) Upon an affirmative majority vote of the affected property owners, the BID is then created.

It must be reiterated that by authorizing a BID, the Town Commission and Administration still ultimately govern the district and still maintain authority. The BID provides the basis for an ongoing relationship and partnership that would address the present dysfunctional process.

Budget Impact: The special assessment, and taxes generated, will come from the property owners and will be used for such aforementioned programs by the BID with no cost to the resident taxpayer or use of ad valorem taxes.

Staff Impact: Existing staff will coordinate the remaining BID process and vote at no additional cost. If a BID is approved, the BID Board would include a Commissioner Liaison and an existing Town Staff member.

Recommendation: The Town Administration, along with DVAC and the Tourist Board, support moving the BID initiative through this first formal requirement. Please note that this ordinance does not establish the BID but formally enables the Town Commission to address in February the BID establishment that includes a referendum, district boundaries, procedures, Board membership, etc


TEDACS Director


Town Manager

ORDINANCE NO. 14-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE CREATION OF A SPECIAL OR BUSINESS NEIGHBORHOOD IMPROVEMENT DISTRICT BY THE ENACTMENT OF A SEPARATE ORDINANCE FOR EACH; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, Section 2(b), Florida Constitution and Chapters 165 and 166, Florida Statutes; Chapters 170 and 197, Florida Statutes, the Town Commission has all powers of local self-government to perform municipal functions and to render municipal services in a manner consistent with the law and such powers may be exercised in accordance with the Town of Surfside Charter and Code of Ordinances; and

WHEREAS, Section 163.511 Florida Statutes specifically authorizes the creation of a special or business neighborhood improvement district after a local planning ordinance has been adopted; and

WHEREAS, Chapter 170 of the Florida Statutes provides that a municipality may levy and collect special assessments against property benefited for the purpose of stabilizing and improving retail business districts through promotion, management, marketing, and other similar services in such districts of the municipality; and

WHEREAS, the Town Commission held its first public hearing on January 14, 2014; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, has held a public hearing on January 30, 2014 and recommended for consideration for approval and also found the proposed ordinance to be consistent with the Comprehensive Plan; and

WHEREAS, the Town Commission shall have conducted a second duly noticed public hearing on this proposed ordinance as required by law on February 11, 2014.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA:

Section 1. Recitals. The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Authorization of the Creation of a Special or Business Neighborhood Improvement District.

- 1) The Town Commission hereby declares the need for special neighborhood or a retail business improvement district, and authorizes the creation of such districts by separate ordinance for each district, which ordinance:

- a. Conditions the implementation of the ordinance on the approval of a referendum as provided in Section 163.511 (2) Florida Statutes.
 - b. Authorizes the special or business neighborhood improvement district to levy an ad valorem tax on real and personal property of up to 2 mills annually.
 - c. Authorizes the use of special assessments to support planning and implementation of district improvements pursuant to the provisions of Section 163.514(16) Florida including community policing innovations.
 - d. Specifies the boundaries, size, and name of the district.
 - e. Authorizes the district to receive a planning grant.
 - f. Provides the appointment of a minimum 3-member board of directors for the district.
 - g. Authorizes a special or business neighborhood improvement district to exercise the power of eminent domain pursuant to Chapters 73 and 74, Florida Statutes. Any property identified for eminent domain by the district shall be subject to approval of the Town Commission before eminent domain procedures are exercised.
 - h. May prohibit the use of any district power authorized by Section 163.514 Florida Statutes.
 - i. Requires the district to notify the Department of Legal Affairs and the Department of Community Affairs, in writing, of its establishment within 30 days thereof pursuant to Section 163.5055 Florida Statutes.
 - j. May authorize a special neighborhood improvement district to develop and implement community policing innovations in consultation with the Town of Surfside Police Department.
- 2) A referendum to implement a special or business neighborhood improvement district as provided for hereinabove shall be held within 120 days after the occurrence of one of the following:
- a. A referendum to implement a special or business neighborhood improvement district as provided in hereinabove shall be in accordance with Section 163.511 Florida Statutes. The Town Commission, by the enactment of a separate ordinance, declares that there is a need for a special or business neighborhood improvement district to function within a proposed area; or
 - b. A petition containing the signatures of 40% of the electors of a proposed special or business neighborhood improvement district area or 20% of the property owners of a proposed special business neighborhood improvement district area is presented to the Town Commission. The petition shall define the proposed the area and shall state that it is for the purpose of calling a referendum to determine whether a special or business neighborhood improvement district should be created in such proposed area.

Section 3. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 4. Conflict. All sections or parts of sections of the Town of Surfside Code of Ordinances in conflict herewith are intended to be repealed to the extent of such conflict.

Section 5. Inclusion in the Code of Ordinances. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to

accomplish such intentions; and the word "ordinance" may be changed to "Section" or other appropriate word.

Section 6. Effective Date. This Ordinance shall be effective immediately upon adoption on second reading.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Town Attorney

On Final Reading Moved by: _____

On Final Reading Seconded by: _____

Vote:

Mayor Dietch	yes	no
Vice Mayor Karukin	yes	no
Commissioner Graubart	yes	no
Commissioner Kligman	yes	no
Commissioner Olchyk	yes	no

DOWNTOWN SURFSIDE BUSINESS IMPROVEMENT DISTRICT



Organizational Plan

Town of Surfside, Florida

September 30, 2013

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1. Introduction

In January 2013, the Town of Surfside began work with Redevelopment Management Associates (RMA) to create a plan for organizing a Business Improvement District (BID) for Downtown Surfside.

The scope of the project included:

1. Build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID.
2. Establish, in cooperation with the Downtown Vision Action Committee (DVAC), the geographical boundaries of the BID.
3. Establish, in cooperation with DVAC, a proposed budget and determine the formula for property assessments.
4. Present the district plan in public meetings.
5. Prepare the property owners and the merchants for the formal establishment of the BID pursuant to Florida Law.

The recommendations that follow comprise the BID Plan for the purpose of documentation required for Town Commission approval. These recommendations reflect RMA's belief that forming a BID to benefit the commercial district along Harding Avenue would be the most fair and effective mechanism for providing ongoing stakeholder participation and a source of funding for future improvement programs.

2. History of the Initiative

During the Commission Meeting on January 18, 2011 the Surfside Town Commission created the Downtown Vision Advisory Committee (DVAC). Since its inception, DVAC has proven to be an effective advisory organization through a process that has included actionable items at every meeting, including the following projects, initiatives and topics of discussion:

- Downtown Code Enforcement
- Parking Lot Improvement/Landscaping
- Vacant Windows Ordinance

- **News Racks Ordinance**
- **Awnings Ordinance**
- **Upgrading Alleys**
- **Wayfarer Signage Program**
- **Branding**
- **Facade Upgrading Program**
- **Parking Structure Feasibility Study**
- **The Current Forty Foot Height Allowance and Amalgamation of Properties**
- **Development of an East West Corridor on 95th Street from Abbott Avenue to the Beach**
- **Rebuilding of Harding Avenue Sidewalks**
- **Sidewalk Cafe Ordinance and FDOT Agreement**
- **Miami-Dade "Mom & Pop" Grants**
- **Signage Ordinance**
- **Moratorium Ordinance**
- **Business Improvement District (BID)**

As a direct result from the enacting of the Moratorium Ordinance in April 2011, sixteen property owners, a number from the same family trust, representing a majority of Downtown properties, met with the Town Manager and Town Staff. Property owners supported Downtown Vision Initiatives, including formation of a BID, and requested that the Moratorium Ordinance be rescinded.

The Planning & Zoning Board approved the rescinding of the ordinance and endorsed all of the vision initiatives in May 2011. The Town Commission subsequently voted in July 2011 to rescind the moratorium and to accept the vision initiatives as a blueprint on condition that each initiative is brought to the Commission for full vetting.

The basic premise of a BID is that the Town agrees to continue to provide a base level of service and that enhanced services, such as extra police protection for expanded special events, maintenance for specialty landscaping, downtown marketing programs, cleaning after special events, and the retention of consultants to secure tenants, are funded with a self-imposed assessment on the property owners.

Use of these funds could be governed by the Board of Directors of a new not-for profit organization created to oversee the BID. The process for establishing the District and ensuring that funds are collected and properly spent would be governed by Florida Statutes, Chapter 170 and by an agreement between the new not-for profit organization and the Town of Surfside.

3. Benefits of a BID for Downtown Surfside

The proposed Business Improvement District (BID) could focus on improving the commercial district along Harding Avenue by acting as an advocate for Downtown Surfside, promoting a new image for the district, and establishing an annual marketing program in order to compete with other South Florida shopping and dining destinations. The BID would represent the interests of both property and business owners and provide an ongoing, dedicated source of revenue to support BID programs.

Objectives of the proposed Business Improvement District (BID):

- *To identify and implement organization strategies to advocate for Downtown Surfside issues including parking, urban design/image, and zoning/permitted uses.*
- *To identify and implement marketing strategies to promote and market Downtown Surfside as a unique, historic destination for dining, shopping, and recreation to Surfside/South Florida residents and visitors to the area.*
- *To establish benchmarks for measurement of success.*

4. Proposed BID Programs

A Downtown Surfside BID could accomplish these objectives by developing strategies to improve the Downtown area, through advocacy and image-based marketing:

Advocacy Strategies – Downtown Issues

- Parking – encourage the Town to implement “user friendly” parking solutions and explore further the need to create additional parking spaces in the Downtown area, including the possibility of new parking structures.
- Future Streetscape Improvements – work with the Town to identify future opportunities for streetscape improvements, including:
 - development of an East West Corridor on 95th Street from Abbott Avenue to the beach
 - upgrading alleys
- Façade Improvements – encourage property and business owners to improve facades and awnings through Miami-Dade “Mom & Pop” Grants and any future funding sources.
- Downtown Code Enforcement – encourage property and business owners to work with the Town to identify priority code enforcement issues and effective strategies for improvement.
- Zoning – encourage a comprehensive review of zoning code to ensure that commercial zoning is most conducive to increasing business and creating the best business mix.

Image-Based Marketing Strategies

- Build upon the approved Town of Surfside 5-Year Strategic Tourism Plan.
- Identify a “brand” for Downtown Surfside.
- Promote image/brand through website(s), social media, public relations, and advertising.

The benefits of a BID are that it could provide a mechanism for implementation of these activities and an ongoing source of funding. The activities of the BID would supplement, and would not replace, any activities currently undertaken or funded by the Town of Surfside.

Proven success of image-based improvement initiatives can be seen in BID districts throughout the nation as well as in the state of Florida, such as the BIDs in Coral Gables (www.shopcoralgables.com) and Naples (www.fifthavenuesouth.com).

5. Proposed Budget

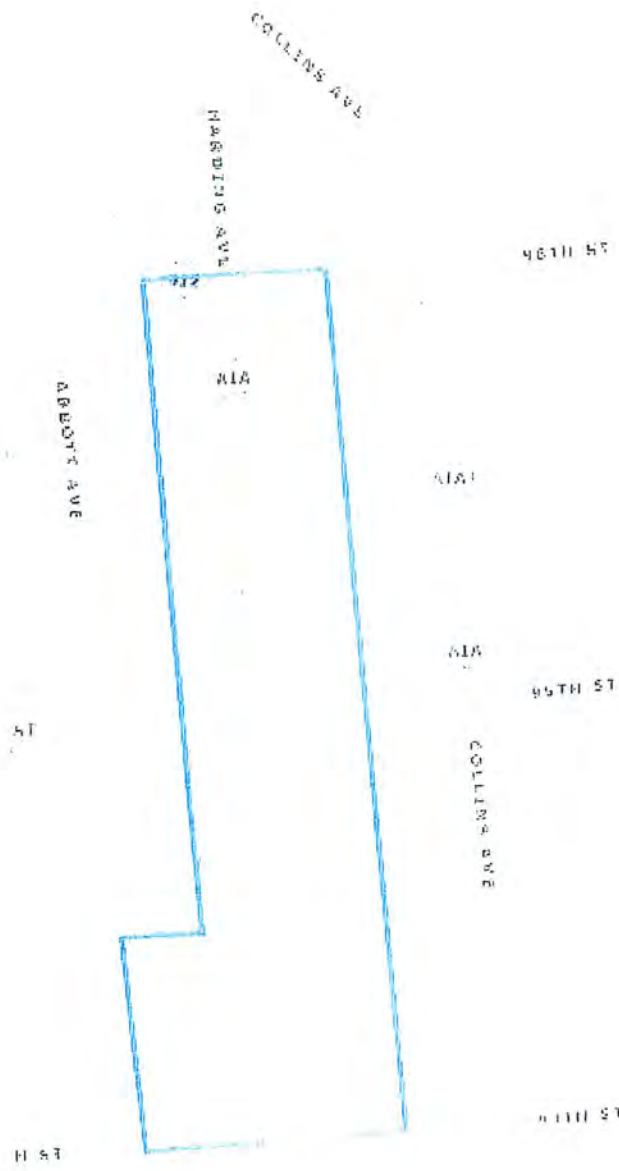
A first year budget for the BID might contain the following components, although a final budget would be created by the BID once it had been formed:

Advocacy Coordination / BID Support	\$ 30,000
Image/Marketing	\$ 30,000
Events support	\$ 15,000
Reserve/Contingency	\$ 5,000
TOTAL	\$80,000

6. Proposed BID Boundaries

Commercial properties along Harding and Collins Avenues between 93rd Street and 96th Street were analyzed for inclusion in a possible Business Improvement District for Downtown Surfside. Using a standard of “similar benefit” from possible BID programs, RMA is recommending the BID boundaries include those commercial properties fronting Harding Avenue between 94th and 96th Streets.

This district comprises the area generally described as Downtown Surfside and contains retail, restaurant and other small businesses that serve the Surfside/South Florida markets and visitors to the area.



During meetings with property owners, there was discussion regarding possible inclusion of the Collins Avenue area of Surfside adjacent and to the east of to Downtown businesses. RMA recommends that initial efforts for the BID discussion focus on the commercial district along Harding Avenue, and that if a Business Improvement District is created, opportunities for Collins Avenue hotels to 'opt-in' to BID initiatives be encouraged where appropriate.

7. Organizing the Business Improvement District

Chapter 170, Florida Statutes, provides that a municipality, subject to the approval of a majority of the affected property owners, may levy and collect special assessments against property benefited in a retail business district for the purposes of stabilizing and improving such district through promotion, management, marketing, and other similar services in such districts.

Creating a BID

Creation of a BID would require actions approved by the Surfside Town Commission. These actions include:

- Resolution of the Town Commission – This resolution would include the proposed cost of improvements, required public and property owner notice, location of the retail district to be improved, the expense to be paid by special assessments, and when assessments are to be paid.
- Vote of the property owners – Following approval of the resolution by Town Commission, property owners of affected properties would vote on creation of the BID. To apply the assessment, there would need to be a majority (50 percent plus one) of property owners approving the BID. Property owners that do not vote would be considered a “no” vote.
- Public Hearing/Equalizing Board – Upon the approval of the BID by the property owners, the Town Commission would hold a final public hearing, which would include an equalization hearing to consider complaints as to the special assessments.

Assessment/Budget

A BID is a special assessment district. The BID assessment would be collected as part of the property tax bill. Assessments might be based upon:

- assessed value of parcels
- parcel area
- building square footage
- other potential factors

For Downtown Surfside properties, information is available from the Miami-Dade County Property Appraisers office, including assessed value, lot square footage, and total building square footage. An assessment based on assessed value is recommended. Property values have remained stable since 2011, increasing slightly. Each 1-mil assessment would result in approximately \$43,000 annually for the BID.

To achieve the ~\$80,000 budget for programs described above, a 1.5-mil assessment could be levied to create approximately \$65,000. A source of funding for the additional \$15,000 would need to be identified, possibly through events grants.

The resulting Surfside BID would be a small district and create a relatively small annual assessment. For comparison purposes, the last annual assessment for the Coral Gables BID was approximately \$819,000.

Governance

A Board of Directors of a new not-for-profit organization would manage the BID. According to discussions to date, an example of the composition of a BID Board of Directors might include 9 voting members:

- five (5) property owners subject to assessment within the district
- three (3) business owners from within the district
- one (1) resident liaison
- two (2) liaisons from the Town of Surfside (non-voting)

Except for the Town liaison, members could serve staggered three-year terms.

Timeframe

RMA recommends the Downtown Surfside BID assessment be proposed for an initial period of five years and be extended for an additional period of five years upon approval of the Town Commission. However, upon receipt of a petition executed by affected property owners representing in excess of fifty percent (50%) of the most recent assessment roll, the Commission may elect to abolish the District.

Key to consideration of extension to the district would be successful implementation of the advocacy, marketing and other BID programs.

DOWNTOWN SURFSIDE - PROPERTY/BUSINESS DATABASE

FOLIO #	PROPERTY ADDRESS	OWNER	Assesed Value '13	BID @ 1.5-mills	Business Address(es)	Business
9500 WEST SIDE						
14-2235-007-0840	9500 HARDING AVE	SOUTH FLORIDA HOLDINGS INC	\$836,536	\$1,254.80	9500 Harding	Café Ragazzi
					9504 Harding	Carousel Barber Shop
					9508 Harding	Estelle Stern Realty, Inc.
14-2235-007-0860	9516 HARDING AVE	SOUTH FLORIDA HOLDINGS INC	\$993,826	\$1,490.74	9516 Harding	Flanigan's Seafood Bar & Grill
14-2235-007-0870	9520 HARDING AVE	INFINITY HARDING LLC	\$429,943	\$644.91	9520 Harding	Volpe Travel
					9520 Harding	Liborio Cigars & Tobacco
					9520 Harding	Moon Over Miami
					9520 Harding	Verdile's / Mario The Tailor
					9520 Harding	Willy's Tailoring
14-2235-007-0880	9524 HARDING AVE	THE HELEN P STEVENS FAMILY LTD	\$784,544	\$1,176.82	9526 Harding	Florida Community Bank
					9528 Harding	Dr. Gary Curson
14-2235-007-0900	9534 HARDING AVE	KEY REALTY LLC	\$415,906	\$623.86	9530 Harding	Vacant
					9532 Harding	Lupe's Alterations
					9532 Harding	Penny's Alterations
14-2235-007-0910	9538 HARDING AVE	DONALD J KAHN & W LOURDES C	\$711,938	\$1,067.91	9536 Harding	Subway
					9538 Harding	Paloma Evening Dresses
					9540 Harding	Hair 2000
14-2235-007-0920	9550 HARDING AVE	9544 CORPORATION	\$1,677,479	\$2,516.27	9544 Harding	Cine Citta Café D(OK)
					9552 Harding	Oberle Opticians
					9556 Harding	Chase Bank
14-2235-007-0930	9564 HARDING AVE	NEW YORK COMMUNITY BANK	\$5,285,000	\$7,927.50	9560 Harding	Starbucks
					9564 Harding	Bigulne
					9578 Harding	CVS Pharmacy
					9592 Harding	Amtrust Bank
					9592 Harding	Young Israel of Bal Harbour
	8 Properties		\$ 11,135,172	\$16,702.76		
9500 EAST SIDE						
14-2235-007-0390	9501 HARDING AVE	9501 PROPERTIES INC	\$934,344	\$1,401.52	9501 Harding	HSBC Bank
					9507 Harding	Lucky Seven Gold Buyers
					233-95th Stre	B & H Pizza
14-2235-007-0380	9509 HARDING AVE	DONALD J KAHN & W LOURDES	\$365,573	\$548.36	9509 Harding	Harding Realty
14-2235-007-0370	9513 HARDING AVE	ELIZ C JUSTICE & M GREEN TR	\$359,397	\$539.10	9513 Harding	Forever Realty
					9515 Harding	Pelkin Empire Fine Jewelry
14-2235-007-0360	9521 HARDING AVE	KENNETH WINFIELD JONES TRS, MARY ELLEN JONES TRS	\$720,585	\$1,080.88	9517 Harding	Josh's Deli & Appetizers
					9519 Harding	VACANT (Yogurt Spot)
					9521 Harding	Extension Dreams
					9523 Harding	Rolling Pin Bakery BK (STAR K)
14-2235-007-0350	9525 HARDING AVE	COLSON INVESTMENTS LTD	\$1,539,482	\$2,309.22	9525 Harding	Citibank
					9531 Harding	Di Milesi Natural Hair
					9537 Harding	Vacant
14-2235-007-0340	9545 HARDING AVE	SURFSIDE REALTY LLC	\$741,822	\$1,112.73	9541 Harding	Roni Shoes
					9543 Harding	Dassler Eye Consultants Inc.
					9543 Harding	Purcell Optical
					9545 Harding	Couture Bridal & Formals
14-2235-007-0320	9553 HARDING AVE	NEXT CENTURY DEVELOPMENT INC	\$1,305,107	\$1,957.66	9551 Harding	Pescecane Ristorante
					9553 Harding	Martin A. Feigenbaum
					9553 Harding	Viva Pilates
					9555 Harding	Bistro
14-2235-007-0310	9559 HARDING AVE	LEINWAND PROPERTIES	\$906,500	\$1,359.75	9559 Harding	Metro PCS
					9561 Harding	The Greek Place
					9563 Harding	Femme Coiffure & Spa
					9565 Harding	House of Design
					9567 Harding	Uni K Wax
14-2235-007-0300	9569 HARDING AVE	PAULINE ROWE JOHNSON	\$414,954	\$627.43	9569 Harding	Rent 1 Sale 1
					9571 Harding	7th Plateau
14-2235-007-0290	9575 HARDING AVE	9441 HARDING AVE LLC	\$373,172	\$559.76	9575 Harding	Koukla Koture
14-2235-007-0280	9577 HARDING AVE	STOWE PLAZA LLC	\$388,663	\$582.99	9577 Harding	J V Flowers
14-2235-007-0410	9581 HARDING AVE	SOUTH FLA HOLDINGS INC	\$422,929	\$634.39	9583 Harding	Sushi Republic
14-2235-007-0400	9585 HARDING AVE	HELEN KOTLER & S PACKAR & SHIRLEY FINKELSTEIN	\$1,466,431	\$2,199.65	9585 Harding	M. Kotler Realtors
					9593 Harding	Lace Star
					9595 Harding	Gray and Sons
					9599 Harding	JGB Bank
	13 Properties		\$ 9,938,959	\$14,908.44		
		9500 BLOCK TOTALS	\$ 21,074,131	\$31,611.20		
		DISTRICT TOTALS (46 Properties)	\$ 43,331,056	\$64,995.58		

DOWNTOWN SURFSIDE - PROPERTY/BUSINESS DATABASE

FOLIO #	PROPERTY ADDRESS	OWNER	Assesed Value '13	BID @ 1.5-mils	Business Address(es)	Business
9400 WEST SIDE						
14-2235-007-0660	9400 HARDING AVE	PUBLIX SUPER MARKETS INC % EXPENSE PAYABLES LEASE	\$7,301,745	\$10,952.62	9400 Harding	Publix Supermarket
14-2235-007-0670	9448 HARDING AVE	SOLEMAT LLC	\$379,013	\$568.52	9448 Harding	Tucci's Nail & Salon
14-2235-007-0680	9454 HARDING AVE	MARVIN M GREEN BEATRICE MUSKAT DAVID MUSKAT	\$369,801	\$554.70	9452 Harding 9454 Harding	GNC / General Nutrition Center Super 5 Food Market
14-2235-007-0690	9458 HARDING AVE	9458 HARDING AVENUE LLC	\$368,467	\$552.70	9456 Harding 9458 Harding	Dr. Edy A. Guerra - DDS / Emergen Real Living / First Service Realty
14-2235-007-0700	9460 HARDING AVE	C & A LLC	\$389,124	\$583.69	9460 Harding	Ho Wang Chinese Restaurant
14-2235-007-0710	9466 HARDING AVE	STOWE PLAZA II LLC	\$371,618	\$557.43	9466 Harding	Capellus By Amor
14-2235-007-0720	9472 HARDING AVE	F & T REAL PROPERTY LLC	\$792,085	\$1,188.13	9472 Harding	Tiberio (Coming)
14-2235-007-0730	9476 HARDING AVE	9476 HARDING INVESTMENTS INC	\$370,135	\$555.20	9476 Harding	Ike's Diner
14-2235-007-0740	9480 HARDING AVE	KEITH A GRAY TR	\$357,892	\$536.84	9480 Harding	Vacant
14-2235-007-0750	9484 HARDING AVE	9484 HARDING INVESTMENT LLC	\$746,137	\$1,119.21	9482 Harding 9484 Harding	DeRay Art Studio (Coming) Armoire Chi Chi
14-2235-007-0760	9494 HARDING AVE	JACK PATHMAN RLTY CO, INC	\$1,339,983	\$2,009.97	9486 Harding 9488 Harding 9490 Harding	Barry Cohen Law Firm Hair & Body New Dimensions Café Vert D (OK)
11 Properties			\$ 12,786,000	\$19,179.00	9494 Harding	Big Daddy's Liquor
9400 EAST SIDE						
14-2235-007-0650	9401 HARDING AVE	WACHOVIA BANK C/O PROPERTY TAX PROCESSING	\$1,534,885	\$2,302.33	9401 Harding	Wells Fargo Bank
14-2235-007-0640	9415 HARDING AVE	PAULINE ROWE JOHNSON	\$709,753	\$1,064.63	9415 Harding 9421 Harding	The Harbour Grill M (KM) Surf-Bal-Bay Cleaners
14-2235-007-0630	9425 HARDING AVE	9425-27 HARDING AVE INC	\$360,079	\$540.12	9425 Harding 9427 Harding	Finvarb Realty Harvest Moon
14-2235-007-0620	9429 HARDING AVE	DONALD J KAHN & W LOURDES	\$355,790	\$533.69	9429 Harding	Ship and Pack
14-2235-007-0610	9437 HARDING AVE	SALLY HEAD CARTER TR	\$764,941	\$1,147.41	9431 Harding 9433 Harding 9435 Harding 9437 Harding	Surfside Barber Shop Monaco Collection Vittorium Rafe Sweetheart Beauty Shop
14-2235-007-0600	9441 HARDING AVE	9575 HARDING AVE LLC	\$369,761	\$554.64	9441 Harding	CNC, LC (private)
14-2235-007-0590	9445 HARDING AVE	ASHILO INC	\$773,904	\$1,160.86	9445 Harding 9445 Harding	Dr. Yoram C. Padeh Dr. Ilonka Schwartz
14-2235-007-0582	9453 HARDING AVE	MGM GRP LLC	\$183,033	\$274.55	9453 Harding	Nina's Beauty Salon
14-2235-007-0581	9455 HARDING AVE	THE G PARTNERS LLC	\$180,863	\$271.29	9455 Harding	Express Florida Realty Inc.
14-2235-007-0580	9457 HARDING AVE	7101 COLLINS LLC	\$357,585	\$536.38	9457 Harding	Serendipity Yogurt Café (Kosher In
14-2235-007-0570	9461 HARDING AVE	GOLD ENTERPRISES INC	\$368,709	\$553.06	9459 Harding 9461 Harding 9463 Harding	Monchesse Pizza Caba Real Estate Rod's Cleaners
14-2235-007-0560	9471 HARDING AVE	JPCF LLC	\$1,130,483	\$1,695.72	9467 Harding 9471 Harding 9473 Harding	Kosherland B.G.P. (OK) Art & Frame The Scarlet Letter
14-2235-007-0550	9477 HARDING AVE	HARRY BREITER	\$757,562	\$1,136.34	9477 Harding 9481 Harding	Kosh Absolut Flowers by Manny
14-2235-007-0520	9491 HARDING AVE	SEAN REILY TRS	\$1,623,577	\$2,435.37	9485 Harding 9487 Harding 9489 Harding 9491 Harding	Specchio Café Lotus Miami (kosher insignia) Asa - 2 David & Saul Shoes
14 Properties			\$ 9,470,925	\$14,206.39		
9400 BLOCK TOTALS			\$ 22,256,925	\$33,385.39		

Surfside Downtown
Business Improvement District
Summary and Support Request



In January 2014, the Surfside Town Commission will consider scheduling the vote of the property owners for final approval of the Downtown Surfside Business Improvement District (BID) **to be followed by the vote of the Downtown Property Owners**. Redevelopment Management Associates (RMA) has completed a BID Plan which reduces the assessment burden on property owners and tenants, while providing a cohesive framework that puts Downtown Surfside Stakeholders in charge or your own destiny, these funds, are after all, yours to direct. Downtown property and business owners have provided valuable input and feedback over the last few months regarding the proposed BID, and have helped to develop a plan that is affordable and that focuses on the issues that are the most important to the district's stakeholders.

The BID Plan organizes the interests of local businesses and property owners to give you a voice on issues that impact your business, including:

Parking Solutions, Marketing Strategies, Zoning, Permitting, Signage, Streetscape

At the request of the Town Commission, RMA is facilitating a straw poll of downtown stakeholders to demonstrate the level of support of this important endeavor that so many have worked hard on during 2013.

Time is of the Essence: Creation of the Business Improvement District will provide the Downtown Stakeholders with "strength in numbers" and organized advocacy as the Town considers the best approach to providing parking for downtown customers and businesses in the Spring of 2014.

Establishment of the Business Improvement District will also help downtown business owners capitalize on the opportunities that are coming soon, including the opening of new hotels in Surfside and Bay Harbor Islands, and also help identify ways to take advantage of the future expansion of Bal Harbour Shops.

For more information on the benefits of a BID, the costs, or any other question, please contact Kevin Crowder, RMA Director of Economic Development, at kevin@rma.us.com | 305-900-7470 or Duncan Tavares, Surfside TEDACS Director, at dtavares@townofsurfsidefl.gov / 305-864-0722

Please fill out the following page. You can fax it to 305-861-1302, scan and email it to kevin@rma.us.com or call 305-900-7470 to arrange for it to be picked up.

Surfside Downtown
Business Improvement District
Straw Poll



Your support is needed to ensure that Downtown Surfside's voice is heard on critical issues. Please indicate your support of the proposed Business Improvement District. You can fax it to 305-861-1302, scan and email it to kevin@rma.us.com or call 305-900-7470 to arrange for it to be picked up.

Yes, I support the Downtown Surfside BID Plan and ask the Town Commission to proceed with the official vote to establish the Business Improvement District, pending the final vote of Downtown Property Owners.

Name _____

I am a Property Owner Business Owner

Property/Business Address _____



TOWN OF SURFSIDE

9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154
(305) 861-4863 • FAX: (305) 861-1302
WWW.TOWNOFSURFSIDEFL.GOV

December 6, 2013

Dear Surfside Business District Property Owner,

I am writing to you to seek your support to establish a Business Improvement District (BID) in Surfside. Your support is critically important to continue the progress achieved over the past three years.

Many of you and your families have owned buildings in Surfside's Business District for decades. This BID will create for the very first time a recognized and powerful partnership with the Town that extends beyond the current elected officials and Town staff and provide you with control of your own destiny within Surfside. The time to consider a BID is now to both to capitalize on the investments that we have collectively made and to be ready for the high quality hotel projects either completed or underway that will positively impact the Business District.

My fellow Commissioners and the Town Administration have dedicated an unprecedented amount of time, effort and Town finances to improve Surfside's Business District. Some of the initiatives and improvements include:

- ✓ Established a Downtown Vision Advisory Committee
- ✓ Completed parking lot improvements at the Abbot Street Lot and the 94th Street Lot
- ✓ Completed the Utility Upgrade Project
- ✓ Completed a Parking Structure Feasibility Study
- ✓ Upgraded the annual downtown holiday lights
- ✓ Upgraded the parking meter system
- ✓ Assisted businesses with Miami-Dade County "mom and pop" grant applications
- ✓ Continued the Third Thursday Event Series
- ✓ Published a Surfside Business Directory
- ✓ Initiated the Business District Streetscape Improvement Project
- ✓ Initiated Phase I of the 95th Street Streetscape Project

Your property values and your tenants benefit from these investments and could continue to benefit from a formalized relationship that leverages funding from the Town as well as the Tourist Bureau's Resort Tax Fund.

I often hear of past relationships with the Town and of challenges that have gone unaddressed. That is not what is evident today and I trust that our record over the past three years has demonstrated our commitment to the Business District. A BID is the next evolutionary step to represent the interests of both property and business owners and provide a dedicated source of revenue to support BID programs.

Join us in presenting Surfside's downtown as a unified and viable destination with an investment in the long-term economic enhancement the Business District by favorably voting for the establishment of a BID. I welcome the opportunity to discuss the BID with you. Please feel free to call me at any time (cell: 305 992-7965). Thank you in advance for your consideration.

Sincerely,

Daniel Dietch
Mayor



Town of Surfside Commission Communication

Agenda Item #: **9F**

Agenda Date: January 14, 2014

Subject: Request for Proposals (Grant Writing Services) and Request for Qualifications (Architectural and Engineering)

Background: At the November 12 meeting, the Commission authorized an issuance of an RFQ for Architectural, Landscape and Engineering Services, excluding IT; Planning; and Community Development Services. Also an RFP for grant writing services is being prepared consistent with the FY 13/14 budget authorization.

Staff presented drafts of the RFQ's /RFP for these services to the Commission on December 27 so you could review them prior to the January 14, 2014 Commission Meeting.

The following comments are offered to assist in your review of the draft RFP/RFQs:

- 1. Grant Writing Services:** In addition to the RFP for grant writing services, Staff will pursue another option to secure these services. Specifically, we will send an email blast to the Miami-Dade municipalities inquiring about the possibility of "piggy-backing" on other municipal grant writing contracts. The potential advantage to this is two-fold. First, the first year allocation is relatively modest (\$15K) which might not attract responses from some firms. Second, our grant writing needs are probably fairly similar to other municipalities in the County—utilities; environmental enhancements; recreation opportunities; etc. This will provide another option for the Commission to consider pertaining to the hiring of grant writers.
- 2. RFQ for Engineering Services:** At the November 14 Commission meeting, the Town Manager specifically asked if the authorization for engineering services included Community Services/Engineering which is essentially the day-to-day support to the Public Works Department. These are the day-to-day support services provided to the Public Works Department by Bob McSweeney and Chris Giordano and includes attendance at all the regular Commission meetings. In order to provide final direction, please review Section II—Public Works Department Staff Augmentation (page 12 of 17 of the RFQ for Engineering Services highlighted in yellow). These services are provided to the Town at the monthly rate of \$5,415.73. It was stated at the November Commission meeting that some members would like to consider this in more detail prior to providing final direction whether to include these services in the RFQ.

Following considerable review/discussion on this issue, it is recommended that the RFQ include the day to day engineering services (Section II, Public Works Department Staff Augmentation which was highlighted in yellow in the copies previously submitted to the Commission on December 27) in the engineering RFQ. The RFQ states that **“The Town does not guarantee that any or all of the services identified in this Request for Qualifications (RFQ) will be assigned to the selected consultant(s) during the term of their agreements”**. The final decision regarding these services can be made later in the process after receiving the RFQ’s.

Finally, it is the intent of the RFQ for engineering services to select a firm to serve as the Town’s consulting engineer for a period of three (3) years with up to two (2) one year extensions for the services listed under the scope of services.

3. **RFQ for Architectural Services:** Unlike the RFQ for engineering firms, it is the intent of the RFQ for Architectural Services (including landscape design) that the previous procedure used by the Town will again be utilized. Specifically, a number of architects (up to 5) will be selected and agreements would be negotiated providing for a rotation among the selected firms.

Analysis: The process to advertise the RFQ’s and RFP; receive proposals; review/rank proposals and prepare recommendation to the Commission is approximately 75 days.

Requested Action: Authorize Staff to proceed with advertising for RFP for grant writing services and RFQ’s for Engineering and Architectural (landscaping) services.


Town Manager

Attachments: RFP – Grant Writing Services
RFQ – Architecture (landscaping)
RFQ - Engineering



REQUEST FOR PROPOSALS

GRANT WRITING SERVICES FOR THE TOWN OF SURFSIDE

**TOWN OF SURFSIDE
MIAMI-DADE COUNTY, FLORIDA**

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Attachment “A” Public Entity Crime Affidavit

Attachment “B” Non-Collusive Affidavit

Attachment “C” Anti-Kickback Affidavit

Attachment “D” Drug Free Workplace Affidavit

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside (Town) is soliciting proposals to provide grant writing services for the Town. It is the intention of the Town to secure grant writing services on a contractual basis. Interested firm/individuals (“Proposer (s)”) may pick-up a copy of Request for Proposals (RFP) No. 14-__ to be issued on _____, 2014 at Town of Surfside Town Hall 9293 Harding Avenue, Town Clerk’s Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures.

One (1) original, five (5) copies of the completed and executed Submissions must be delivered to the following address no later than _____, 2014 at 3:00 pm.

**Town of Surfside Town Hall
9293 Harding Avenue, Town Clerk’s Office
Second Floor
Surfside, Florida, 33154**

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

“SEALED PROPOSAL”

**RFP NO. 14-__ GRANT WRITING SERVICES FOR TOWN OF SURFSIDE
TIME: _____, _____, 2014.**

A **Pre-RFP Submission Conference** is scheduled for _____, 2014 at 10:00 a.m. at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida. All Proposers planning to submit Submissions are encouraged to attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town of Surfside intends to enter into an agreement with the successful Proposer(s) to provide grant writing services for the Town.

The contract will be awarded by the Town to the Proposer(s) whose proposal(s) best serves the interests of, and represents the best value to the Town in accordance with the criteria set forth in the attached contract.

The Town reserves the right to accept no late submissions, late submitted proposals in the sole discretion of the Town Manager or his designee. In addition, the Town reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal which best serves the interest of and represents the best value to the Town.

Any questions regarding RFP No. 14-__ are to be directed in writing to Sandra Novoa, C.M.C, Town Clerk, at the following address: 9293 Harding Avenue, Second Floor, Surfside, Florida 33154. Alternatively, any questions may be sent via email to: snovoa@townofsursidefl.gov.

Any questions or clarifications concerning the proposal specifications must be received by Sandra Novoa, C.M.C. Town Clerk, no later than seven (7) calendar days prior to the proposal opening date. All persons attending the pre – submission conference will receive the answers to all questions.

For further information, please contact Sandra Novoa, C.M.C, Town Clerk, at 305-861-4863 ext. 226.

Town of Surfside, Florida

REQUEST FOR PROPOSAL NO. 14-__

GRANT WRITING SERVICES FOR SURFSIDE, FLORIDA.

1.1 INTRODUCTION

The Town of Surfside, Florida (Town) a municipality located in Miami-Dade County, Florida, requests qualified Proposers (“Proposers”) to submit proposals to provide grant writing services as needed in Surfside, Florida.

1.2 BACKGROUND

The Town is a residential beach community located in Miami-Dade County. The major services are Public Safety; Parks and Recreation; Building and Zoning; Administration/Finance; Public Works and Community Development. Additional information about Town is available at the Town Website (<http://www.townofsurfsidefl.gov/>).

It is the intention of the Town to apply for grants which address documented Town needs associated with service delivery and necessary capital infrastructure improvements; environmental/“Green” initiatives; technology; recreation; community development/redevelopment and capital assets.

In addition, it is the intent of the Town to apply for grants which not only are consistent with identified Town needs but those grants which can be properly and efficiently administered by staff taking into account existing duties and responsibilities.

A goal of the Town’s grant program is to secure funding for services and projects which the Town otherwise would be required to utilize local tax dollars alone.

1.3 SCOPE OF SERVICES

The Town of Surfside invites Requests for Proposals (RFP) from qualified providers of grant writing services. Contracts may be awarded to more than one firm or individual. The contract term would be for a period of one year with the option of two one-year renewals.

PROPOSAL REQUIREMENTS

Proposers shall provide supporting documentation for the following in their response package to the Town:

1. Proposer’s Experience and Qualifications with Providing Services Requested in the RFP.
2. Qualifications of employees, to include key personnel.
3. Past performance based on references and Performance Evaluation Surveys (supplied directly to Procurement from clients of Proposers).
4. Number of years’ experience in providing grant writing services to public and private organizations.
5. Fee schedule for proposed services.

1.4 SUBMITTAL REQUIREMENTS

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of respective firms to provide the required services. All submittals by Proposers shall contain no more than fifteen (15) pages specifically addressing the following issues. Items number 6 and 7 below will not be considered a part of the fifteen (15) pages.

Any Proposer wishing to provide the services described in **Sections 1.3** above must submit a total of six (6) copies shall be submitted, with one (1) marked "Original" containing all original documents of the required response to the Request for Proposals (RFP) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive) that must include, at a minimum, the following documentation:

1. Name, address and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.
2. Outline in detail the experience and qualifications of the Proposer's entity, and the Proposer's management team, in providing similar projects/programs as the one proposed in this RFP. Provide an organizational chart of all personnel and consultants to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project/program.
3. Past performance information will be collected on all Proposers. Proposers are required to identify and submit their client list which shall be verified by the Town.
4. List up to five (5) funded grants which the Proposer developed detailing the funding source, amount requested, and amount funded which would possibly address the needs of the Town as described herein.
5. Provide information about contractual piggybacking services and the opportunity to review your contract for such use.
6. Proof of authorization to transact business in Florida as well as any other supporting documentation as they deem necessary to demonstrate the capability to provide and implement the services that provide evidence as to the capability to provide and implement the services as outlined in this RFP.
7. The successful Proposer(s) will be responsible for hiring the necessary personnel to conduct the audits and all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (ADA), unemployment compensation, and workers' compensation.
8. Provide a statement in the proposal certifying that you have read this RFP and agree to be bound by the terms and conditions of this RFP.

9. Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto.
10. Non-collusive and Public Entity Crime Affidavits, copies of which are attached hereto as Attachments "A" and "B".

1.5 SUBMISSION DATE AND PRE-RFP SUBMISSION CONFERENCE

Proposals must be received by the Town Clerk's Office **no later than 3:00 p.m.** _____, 2014, at the Town of Surfside, Town Hall Attn: Town Clerk, Second Floor 9293 Harding Avenue, Surfside, FL 33154. One (1) original and five (5) copies of the completed and executed proposal must be delivered by this deadline in a sealed envelope or box. Proposals will be opened publicly and read aloud at this time.

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

"SEALED PROPOSAL"

RFP NO. 14-__ GRANT WRITING SERVICES FOR Town of Surfside, Florida.
OPENING DATE AND TIME: _____, 2014 at 3:00 p.m.

A **Pre-Proposal Conference** is scheduled for : _____, 2014 at 10:00 a.m., at the **Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.** All Proposers planning to submit a Proposal are required to attend this meeting. All persons attending the pre-submission conference will receive the answers to all questions submitted.

1.6 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing and received by Sandra Novoa, the Town Clerk specified in the Public Notice Section of this RFP, in accordance with the deadline for receipt of questions also specified in the Public Notice Section of this RFP. The request for additional information and clarification must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information must be received by Sandra Novoa, C.M.C., Town Clerk, for this RFP at the fax number (305) 861-1302 Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Submission deadline. All persons attending the mandatory pre-submission conference will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in

any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

1.7 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES

- 1.7.1** The Award of the Contract will be to the entity the Town believes is the lowest Responsive and Responsible Proposer, and whose qualifications indicate the Award will be in the best interest of the Town and most advantageous to the Town taking into account the evaluation criteria set forth below and whose Proposal complies with the requirements of the RFP. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Proposer(s) and the Town Manager is satisfied that the Proposers are qualified to do the Work and have the necessary organization, capital and equipment to carry out the Work in the specified time frames
- 1.7.2** If the Town accepts a Proposal, the Town will provide a written notice of Award to the lowest Responsive and Responsible Proposer, who meets the requirements of Section 1.7.1 and the Town may negotiate part of a contract or to make minor modifications during the agreement process.
- 1.7.3** If the successful Proposer to whom a Contract is awarded forfeits the Award by failing to execute the Contract, the Town may, at the Town's sole option, award the Contract to the next lowest Responsive and Responsible Proposer or reject all Proposals or re-advertise for the Services.
- 1.7.4** The Town will select the most qualified Proposer whose proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that it deems to be most qualified. The Town will be the sole judge in determining the most qualified firm in accordance with the criteria set forth.
- 1.7.5** Any protests or objections to the Town's Request for Proposals and/or the selection of the selected Proposer must be submitted in writing in. If the Town and selected Proposer are unable to negotiate a mutually acceptable contract, the Town may terminate the contract negotiations and begin negotiations with the other qualified firms. This process may continue until a contract has been executed or all Proposals have been rejected. No Proposer shall have any rights in the subject project or against the Town arising from such negotiations.

1.8 CONTRACT EXECUTION

A contract will be negotiated and executed between the selected Proposer(s) and the Town. The successful operation of this contract requires that the selected Proposer(s) act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

1.9 INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFP. Proposers are required to submit Proposals in accordance with the requirements of this RFP.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Proposers shall make the necessary entry in all blanks provided for the responses.

The entire set of documents, together with all attachments hereto, constitutes the RFP. Each Proposer must return these documents with all information necessary for the Town to properly analyze the response in total and in the same order in which it was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All responses to this RFP shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

Proposers shall provide a response to each requirement of the RFP. Proposals shall be prepared in a concise manner with an emphasis on completeness and clarity.

1.10 CHANGES/ALTERATIONS

Proposers may change or withdraw a response at any time **prior to** the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

1.11 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to Sandra Novoa, C.M.C., Town Clerk. Should it be necessary, a written addendum will be incorporated to the RFP. The Town will NOT be responsible for any oral instructions, clarifications, or other communications.

1.12 DISQUALIFICATION

The Town reserves the right to disqualify responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. The Town also reserves the right to waive any immaterial defect or informality in any responses to this RFP to cancel or postpone **AT ANY TIME DURING THE SUBMITTAL PROCESS**; to reject any or all responses in whole or in part; or to reissue an RFP for the services described herein.

1.13 SUBMISSION RECEIPT/WITHDRAWAL

1.13.1 Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The Proposer shall file all documents necessary to support its response and shall include them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 3:00 pm during business hours to the exact

address indicated in this RFP. The Town reserves the right to accept or not accept late submitted proposals in the sole discretion of the Town Manager or his designee.

1.13.2 A Proposer may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened but may not be resubmitted. A Proposal may not be modified after submittal. After proposal opening, no proposal may be cancelled or modified except if there is a discrepancy in the numbers submitted in which case the lower amount shall be binding upon the proposer.

1.14 CONFLICT OF INTEREST

The Proposer agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

1.15 HOLD HARMLESS AND INDEMNIFICATION

All Proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees in reference to the town's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected Proposer shall indemnify, defend and save harmless the Town, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer or his Sub-Proposer, agents, servants or employees. The selected Proposer shall indemnify, defend and hold harmless the Town and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, Sub-Proposer, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

1.16 RESERVATION OF RIGHTS

1.16.1 While pursuing this RFP process, the Town reserves the right to:

- Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value to the Town.
- Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.
- Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.

- Investigate the Proposer’s qualifications or any of its agents, as it deems appropriate
- Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
- Waive any of the conditions or criteria set forth in this RFP.
- The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.

1.16.2 The Town may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation. The proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.

- It is the proposer’s responsibility to ensure receipt of all addenda, and any accompanying documentation.

1.17 ADDITIONAL INFORMATION

- The Submission must clearly be marked on the front of the envelope:

“SEALED PROPOSAL”

RFP NO. 14-__ GRANT WRITING SERVICES FOR Town of Surfside, Florida.

OPENING DATE AND TIME: _____, 2014 at 3:00 p.m.

- Questions regarding this RFP must be directed, no later than seven (7) calendar days before the opening of the RFP, to:

Sandra Novoa, C.M.C
Town Clerk
Town of Surfside
9293 Harding Avenue
Second Floor
Surfside, FL 33154
Telephone: (305) 861-4863
Email: snovoa@townofsurfsidefl.gov

Responses to this RFP **must be delivered** by the stated deadline to:

Attn: Sandra Novoa, C.M.C.
Town Clerk
Town of Surfside
9293 Harding Avenue
Second Floor
Surfside, FL 33154

- The opening of the Proposals will be in the Town Commission Chambers Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and read aloud at this time.
- The Town is under no obligation to return the Proposals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be *prima facie* evidence that the Proposer has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The Proposers shall furnish the Town with such additional information as the Town may reasonably require.
- Under no circumstance should any prospective Proposer or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or Town Staff favorable to the interest of the prospective Proposer. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective Proposers is prohibited. Any such activities may result in the exclusion of the prospective Proposer from consideration by the Town.
- The Town must be satisfied that the Proposer demonstrates the ability to meet the requirements of the attached Contract.

1.18 INSURANCE REQUIREMENTS

The Contractor shall secure and maintain throughout the duration of the Contract insurance of the type and in the amount specified below and shall demonstrate its ability to do so:

- Comprehensive General Liability (“CGL”) insurance, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, and Two Million Dollars (\$2,000,000) aggregate.
- Worker’s Compensation, as required by law, but with no less than \$1,000,000 for Employer’s Liability.
- Business Automobile Liability which shall include coverage for all owned, non-owned and hired vehicles for minimum limits of not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) per accident for bodily injury and Five Hundred Thousand Dollars (\$500,000) per accident for property damage.

1.19 LAWS AND REGULATIONS

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the Town shall apply to any Contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town local business receipts for business which are physically located with the Town of Surfside limits

and three (3%) per cent to local businesses located within a ten (10) mile radius of the Town's corporate limits.

1.20 ASSIGNMENT; AMENDMENTS

This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

1.21 CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

1.22 GOVERNING LAW

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

1.23 NO WAIVER OF BREACH

The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

1.24 STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

1.25 PUBLIC RECORDS

Upon award recommendation or ten (10) days after RFP submittal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

1.26 ATTACHMENTS

The Exhibits to this RFP are as follows:

Attachment "A" Public Entity Crime Affidavit
Attachment "B" Non-Collusive Affidavit
Attachment "C" Anti-Kickback Affidavit
Attachment "D" Drug Free Workplace Affidavit

Attachment "A"
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 _____
by _____
for _____
whose business address is

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

(If the entity had 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 proposal 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.
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, nonjury 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 contract and which proposes or applies to propose on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
- 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

____ (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

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

 SIGNATURE OF AFFIANT)
 STATE OF FLORIDA)
)ss.
 COUNTY OF MIAMI-DADE)

 (Printed or Typed Legal Name of Affiant)

The foregoing Form was acknowledged before me this _____ day of _____, 2014, by _____, as _____ of _____, a Florida corporation, on behalf of said corporation and limited partnership. He/She personally appeared before me and is personally known to me.

{ NOTARY SEAL }

Notary: _____
Print Name _____
Notary Public, State of Florida
My Commission Expires: _____

Attachment "B"
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

1.1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside Town Commission and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.

1.2. The undersigned is authorized to make this Affidavit on behalf of, _____ (*Name of Corporation, Partnership, Individual, etc.*), a corporation duly organized and existing under the laws of the State of _____ of which he is _____ (*Sole Owner, Partner, President, etc.*)

1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.

1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other Proposer; and all statements contained in the proposal or proposals described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

The foregoing Affidavit was acknowledged before me this ____ day of _____, 2014, by _____, as _____ of _____, a Florida corporation, on behalf of said corporation and limited partnership. He/She personally appeared before me and is personally known to me.

{ NOTORIAL SEAL }

Notary: _____
Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

Attachment "C"

ANTI-KICKBACK AFFIDAVIT

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

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

By: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 2014

Notary Public, State of Florida

(Printed Name)

My commission expires: _____

Attachment "D"
DRUG-FREE WORKPLACE

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

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

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

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

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2014.

NOTARY PUBLIC

My Commission Expires:



REQUEST FOR QUALIFICATION (RFQ)

PROFESSIONAL GENERAL ENGINEERING SERVICES

The Town of Surfside (Town), Miami-Dade County, Florida, hereby gives notice that it is seeking qualifications for professional general engineering services to the Town on a continuing and/or consulting contract basis. Selection of the firm(s) or individual(s) will be made in accordance with Florida Statutes, Section 287.055-Consultants' Competitive Negotiations Act.

Submittals shall be accepted until 10:00 a.m. on _____. A total of six (6) copies of the submittal must be submitted and clearly marked on the front of the envelope:

"SEALED QUALIFICATIONS"

RFQ # 14- PROFESSIONAL ENGINEERING SERVICES

OPENING DATE AND TIME: _____ DAY, _____, 2014, 10:00 A.M.

Sealed submittals will be received by the Town Clerk until **10:00 a.m.**, _____ day, _____, **2014**, at **Town of Surfside, Town Hall located at 9293 Harding Avenue, Surfside, Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

A mandatory pre-submittal conference will be held in the Commission Chambers of the Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154 at 10:00 am on _____ day, _____, 2014. Only those firms with representatives in the room at 10:00 am at will be allowed to submit a Response on _____, 2014.

Proposers are responsible for making certain that their submittal is received at the location specified by the due date and time. The Town of Surfside is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition.

RFQ packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, at no cost, and are also available on line at www.townofsurfsidefl.gov.

The Town reserves the right to reject any or all submittals, with or without cause, and to waive technical errors and informalities, and to accept the submittal which best serves the interest of the Town.

Sandra Novoa, CMC, Town Clerk
Town of Surfside

**Town of Surfside, Florida
Request for Qualifications No. 14-**

PROFESSIONAL GENERAL ENGINEERING SERVICES

The Town of Surfside (Town) is accepting Submittals from qualified and properly licensed firms or individuals (all respondents shall hereinafter be referred to as "consultants" and/or "firms") interested in providing professional general engineering services. The Town is soliciting professional engineering services for civil engineering related work which may include, but not limited to, the following tasks: Survey; Geotechnical; Structural; Environmental; Traffic; Landscape Architecture; Construction Management; Construction Inspection; Construction Testing; Electrical; Hurricane Recovery and Debris Monitoring Services; General Design Work; Preparation of Complete Construction Contract Plans and Special Provisions for the Assigned Projects; Public Involvement; Post Design Services (shop drawing review, responses to Request for Information and services during construction); and Bid Administration (selection and letting).

SUBMITTAL REQUIREMENTS:

1. **SELECTION PROCESS:** Selection of the firm or individual will be made in accordance with Florida Statutes, Section 287.055 -Consultants' Competitive Negotiations Act.
2. **ELIGIBILITY:** In addition to the other requirements stated in this document, to be eligible to respond to this RFQ, the consultants must have successfully provided within the past five years services similar to those outlined in the Scope of Work (included herein) of this RFQ. Each consultant shall meet all legal, technical, and professional requirements for providing the requested services. The consultants shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the requested services. The consultants shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude.
3. **SUBMITTAL:** Submittals must be received by the Town Clerk's Office at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154. A total of ten (10) copies of the submittal must be submitted at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154.
4. **SUBMITTAL REQUIREMENTS:** All submittals shall contain no more than ten (10) pages and a total of six (6) copies shall be submitted, with one (1) marked "Original" containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive). The submittal should include as a minimum guideline at least the following:
 - a. Name, address and company, including but not limited to, a business overview, financial state of the business, annual revenue for the past two years, and names and addresses of persons having financial interest in the firm.
 - b. Details of your qualifications and capabilities to provide services under this solicitation.
 - c. Composition and experience of the project team that will be assigned under this solicitation. Resumes of key personnel should be included. Location of the project team members should be clearly identified.

- a. The number of all projects (including government projects) completed or in process for the past 5 (five) years, and a synopsis of those projects most relevant to the services sought in herein. Include a list of client references with contact names and telephone numbers.
- b. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation.
- c. A current GSA SF 254 and 255 should be furnished, i.e. firm's capabilities, adequacy of personnel, past performance record and experience. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- d. Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, on Public Entity Crime, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- e. Non-Collusive Affidavit, a copy of which is attached hereto. *(Note: These forms will NOT be counted as part of the 10 page maximum.)*
- f. Evidence of recent, current and projected person-hour workload should be provided for the proposed project team members. The candidate firm must have at least one (1) registered professional engineer under Florida Statutes, Chapter 471, as principal officer or partner of the firm. The candidate firm must comply with Florida Statutes, Chapter 471.
- g. Proof of authorization to transact business in Florida from the Florida Secretary of State, from the prime as well as supporting firms,

The attached Scope of Service provides more detail as to actual tasks involved within the scope of this proposal. Failure to satisfy the requirements contained herein may result in the submittal being deemed non-responsive.

5. **PUBLIC ENTITY CRIMES STATEMENT:** All submittals must be accompanied by an executed form PUR 7068, SWORN STATEMENT PURSUANT TO § 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. (Copy enclosed)
6. **DRUG-FREE WORKPLACE:** In accordance with Florida Statutes, § 287.087, preference will be given to businesses with drug-free workplace programs; whenever bids are similar in all other respects, award will be made to the entity having a Drug-Free Workplace Program if a Drug-Free Workplace Certification is submitted with the response.

TERMS AND CONDITIONS:

1. **STATUTORY REQUIREMENTS:** Selection of the consultant will be made in accordance with the Florida Statutes, Section 287.055, "Consultants' Competitive Negotiation Act". Pursuant to Florida Statutes, Chapter 119, Public Records, Section 119.071, Inspection and examination of records; exemptions (b): "Sealed bids or proposals received by an agency pursuant to invitations to bid or request for proposals are exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State constitution until such time as the agency provides notice of the decision or intended decision pursuant to s 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier."
2. **RESERVATION OF RIGHTS:** While pursuing this RFQ process, the Town reserves the right to;
 - accept any or all responses, and the right, in its sole discretion, to accept the consultants it considers most favorable to the Town's interests;

- reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town at any time during the process;
- investigate the financial capability, integrity, experience, and quality of performance of each consultant, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- investigate the consultants' qualifications or any of its agents, as it deems appropriate;
- conduct personal interviews of any or all prospective consultants prior to selection (the Town shall not be liable for any costs incurred by the consultant in connection with such interviews); and
- waive any of the conditions or criteria set forth in this RFQ.

3. **PROOF OF INSURANCE**: The consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the consultant's insurance and shall not contribute to the consultant's insurance. The insurance coverage's shall include at a minimum the following amounts set forth in this Section 16:

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000. each accident. No employee, subcontractor or agent of the consultant shall be allowed to provide work pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The consultant acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a Project, and all such work shall be fully restored by the consultant, at its sole cost and expense, in accordance with the Agreement Documents.

Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any work, Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the consultant in performance of this Agreement. The consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

4. **COMPLIANCE WITH LAWS:** The consultant shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the work and at all times during the Term of this Agreement, the consultant shall procure and maintain, at its sole cost and expense, and provide copies to the Town, all required licenses and certifications for the performance of the work and the operations set forth in this Agreement.

The consultant shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the work under this Agreement. The consultant shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.

5. **PUBLIC RECORDS:** Upon award recommendation or ten (10) days after RFQ submittal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

6. **CONFLICT OF INTEREST:** The consultant agrees to adhere to and be governed by the

Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

7. **INDEPENDENT CONTRACTOR:** The consultant is an Independent Contractor under this Agreement. Personnel provided by the consultant shall be employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the consultant.

8. **TERMINATION OF AGREEMENT**

Termination. The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days' written notice to consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered by the consultant prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

Termination for Default. If the consultant fails to timely begin the work, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work according to the work order and this Agreement, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule, or if the consultant shall fail to perform any material term set forth in the Agreement Documents/Work Order, or if the consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may, upon seven (7) days written notice of termination, terminate the work of the consultant, exclude the consultant from the Project sites, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Work by whatever methods it may deem expedient. In such case, the consultant shall not be entitled to receive any further payment. All damages, costs and charges incurred by the Town, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to the consultant. In case the damages and expenses so incurred by the Town shall exceed monies due to the consultant from the Town, consultant shall be liable and shall pay to the Town the amount of said excess promptly upon demand therefore by the Town. In the event it is adjudicated that the Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by the Town for convenience as described below.

Payment after Termination. Provided that the consultant has performed in accordance with the terms of this Agreement as of the date of termination pursuant to the provision provided for herein, the consultant shall receive all payments due to the consultant for work rendered and accepted prior to and up to the date of termination.

9. **ASSIGNMENT; AMENDMENTS:** This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

10. **CONSENT TO JURISDICTION:** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

11. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

12. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

13. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

14. **INDEMNIFICATION:** The consultant shall at all times indemnify and hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend the Town of Surfside, its officers, agents, and employees from and against all causes of action, demands, claims, losses, liabilities, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the consultant or any subcontractors or other persons employed or utilized by the consultant in the performance of the work pursuant to this Agreement. The consultant's obligation under this paragraph shall not be limited in any way by the agreed upon cost of services/contract price, or the consultant's limit of, or lack of, sufficient insurance protection.

The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the consultant or any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

The consultant shall not specify or allow any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The consultant shall indemnify and hold the Town and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the consultant violates the requirements of this section.

- 15.

16. **OTHER ISSUES:**

The Town reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The Town reserves the right to determine if a proposal is unresponsive. The Town may disqualify a consultant who submits a proposal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The Town reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

Any proposal may be withdrawn until the date and time set above for submission of the proposals.

Costs of preparation of a response to this RFQ are solely those of the consultant and the Town assumes no responsibility for any such costs incurred by the consultant.

The consultant understands that this RFQ does not constitute an agreement or contract with the Town.

Any consultant, who submits in its response to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. The Town Manager will determine if a consultant will be disqualified.

17. **EVALUATION CRITERIA**

The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
Ability of Professional Personnel	25
Past Performance and Experience – Firm	25
Past Performance and Experience – Individual/Project Team	25
Location	10
Approach to the Project	<u>15</u>
TOTAL	100

NOTE TO CONSULTANTS: Price will not be a factor at this stage of the process and no prices should be quoted.

18. **SELECTION PROCESS**

- a. An evaluation committee comprised of appropriate Town staff and/or members of the community, as deemed necessary with the appropriate technical expertise and/or knowledge, shall be appointed by the Town Manager to assist in the necessary evaluation.
- b. The committee shall have a minimum of three (3) members. All meetings of the

selection committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax, or email. A quorum shall be a majority of members except that if there are only three members all three members must be present. All members shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes. The selection committee shall then set forth the procedure for reviewing the applicants. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five members responded.) In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. The committee shall then hold discussion with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee.

- c. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the Town based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. The ranking shall be reported to the Town Commission who shall make the final decision with regard to the firms that should be chosen. The Town Commission may approve the rankings as set forth by the selection committee or, re-rank the consultants based upon the criteria. Prior to re-ranking the consultants based upon the criteria set forth in the RFQ, the Town Commission must undertake a 4/5 vote to indicate that it may wish to rank the consultants in an order different from those established by the selection committee.
- d. Upon the Town Commission approving a ranking, negotiations shall be undertaken with the top three (3) ranked firms. The Town Manager or his/her designee shall undertake said negotiations. If the Town Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be formally terminated in a writing sent to the firm. Upon termination of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until an agreement is reached which is then approved by the negotiator and formally approved by the Town Commission or until the short-list is exhausted in which case a new request for qualifications shall be undertaken. The Town reserves to award to more than one firm.

19. **Protest Procedures**

Standing - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this Section.

Protest of Failure to qualify - Upon notification by the Town that a proposer is deemed non-responsive and/or non-responsible, the proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 8:30 am to 5:00 pm.)

Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file

a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Proposals is subject to the protest procedure.

Content and filing - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

Protest Bond - Any consultant filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

Protest Committee - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

Stay of ranking in the RFQ Process- In the event of a timely protest, the Town Manager shall stay the ranking of qualified consultants in the RFQ process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the Town. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

Appeals to Town Commission - Any actual consultant who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

Failure to file protest - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

20. **ADDITIONAL INFORMATION**

Questions regarding this RFQ must be directed to:

Michael Crotty
Town Manager
Tel: (305) 993-1052
Email: mcrotty@townofsurfsidefl.gov

Responses to this RFQ must be delivered by the date and time specified in the Notice to Engineers, and addressed to:

Sandra Novoa, CMC
Town Clerk
Town Clerk's Office
9293 Harding Avenue
Surfside, FL 33154

- The Town is under no obligation to return the submittals.
- The Town will not be liable for any cost incurred in the preparation of the response to RFQ.
- The submittal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The consultants shall furnish the Town with such additional information as the Town may reasonable require.
- Under no circumstance should any prospective consultant, or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or the Town Staff favorable to the interest of the prospective consultant. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective consultants is prohibited. Any such activities may result in the exclusion of the prospective consultant from consideration by the Town.

Town of Surfside, Florida
Request for Qualifications No. 13-

SCOPE OF SERVICES

Section I. General Objectives

The Town of Surfside is soliciting professional engineering services of an individual or firm qualified to serve as the Town's Consulting Engineer as detailed below in Sections II and III. The consultant(s) selected shall provide professional engineering services under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town may also have other consultants perform engineering assignments or related engineering work tasks during the contract period as determined exclusively by the Town.

Section II. Public Works Department Staff Augmentation

The Town's Consulting Engineer shall provide continuing engineering services to augment existing staff in the Public Works Department related to the planning, design, review and/or construction of projects, which may include, but are not limited to the following services:

- Contract administration for maintenance of public rights-of-way, landscaping and irrigation systems to provide safe and aesthetically attractive public spaces for the benefit of the Town
- Contract administration for the construction, operation and maintenance of public facilities
- Contract administration and coordination of sidewalk and streetlight maintenance for all public roadways to ensure safe passage throughout Surfside
- Contract administration and assistance with local, state and federal grants for improvements to public works facilities and services within the Town
- Contract administration and oversight of the Town's solid waste management operations and regulatory compliance
- Recommend, develop and implement a capital improvement plan for the Town
- Administer the Town's NPDES/Stormwater Master Plan programs and provide associated regulatory monitoring and compliance services
- Oversee the operation and maintenance of water, wastewater and stormwater utilities and provide associated regulatory monitoring and compliance services
- Manage traffic management/improvement projects and contracts implemented by the Town
- Disaster recovery and debris monitoring oversight services
- Public Engagement
- Procurement Administration
- Attend all regular monthly meetings of the Town Commission
- Attend other public meetings as-requested by the Town Manager or his designee
- Perform related services as-requested by the Town Manager or his designee

Section III. Consulting Engineering Services

The below description of services the Consultant may be called upon to perform is not all-inclusive and is given as a guide for proposal preparation. The Town and its selected engineering consultant(s) on a project-by-project basis will prepare detailed scopes of work for specific projects. Services required for projects may be provided by other consultants, at the discretion of the Town. The Town may also have other consultants perform engineering

assignments or related engineering work tasks during the contract period. The Town's Consulting Engineer may be required to review the work of other Professional Engineers. The scope of services shall include, but are not necessarily limited to the following disciplines:

- Mechanical, Electrical, Plumbing Engineering
- Landscape Architecture
- Environmental Engineering
- Traffic Engineering
- Construction/Project Management
- Engineering Code Development
- Plan and Development Review
- Civil Engineering
- Geotechnical Engineering
- Value Engineering
- Sampling and Testing Services
- Inspection Services
- Engineering Studies
- Cost Estimating

The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS - In accordance with F.S. 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

**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: _____
By: _____
For: _____
whose business address is: _____

and (if applicable,) its Federal Employer Identification Number (FEIN) is: _____
(IF the entity had 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 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.
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, nonjury 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 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 any entity.

- 6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

____ (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

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

SIGNATURE OF AFFIANT

(Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by _____.

Notary Seal:

Notary's Name Printed, Stamped or Typed

Personally Known: _____ or Produced Identification _____
Identification Produced _____

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

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

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

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed Work;

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

SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

_____.

Notary Seal:
Notary's Name Printed, Stamped or Typed

Personally Known: _____ or Produced Identification _____

Identification Produced _____



REQUEST FOR QUALIFICATION (RFQ)

PROFESSIONAL GENERAL ARCHITECTURAL SERVICES

The Town of Surfside (Town), Miami-Dade County, Florida, hereby gives notice that it is seeking qualifications for Professional General Architectural services to the Town on an as-needed, project-by-project basis under the terms of a Continuing Contract. Selection of the firm(s) or individual(s) will be made in accordance with Florida Statutes, Section 287.055-Consultants' Competitive Negotiations Act.

Submittals shall be accepted until 10:00 a.m. on _____. A total of six (6) copies of the submittal must be submitted and clearly marked on the front of the envelope:

"SEALED QUALIFICATIONS"

RFQ # 14- PROFESSIONAL ARCHITECTURAL SERVICES

OPENING DATE AND TIME: _____ DAY, _____, 2014, 10:00 A.M.

Sealed submittals will be received by the Town Clerk until **10:00 a.m.**, _____ day, _____, **2014**, at **Town of Surfside, Town Hall located at 9293 Harding Avenue, Surfside, Florida, 33154**. Submittals received after this time will not be accepted. Submittals will be opened publicly at this time.

A mandatory pre-proposal conference will be held in the Commission Chambers of the Town of Surfside, 9293 Harding Avenue, Surfside, FL 33154 at 10:00 am on _____ day, _____, 2014. Only those firms with representatives in the room at 10:00 am at will be allowed to submit a Response on _____, 2014.

Consultants are responsible for making certain that their submittal is received at the location specified by the due date and time. The Town is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition.

RFQ packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154, at no cost, and are also available on line at www.townofsurfsidefl.gov.

The Town reserves the right to reject any or all submittals, with or without cause, and to waive technical errors and informalities, and to accept the submittal which best serves the interest of the Town.

Sandra Novoa, CMC, Town Clerk
Town of Surfside

**Town of Surfside, Florida
Request for Qualifications No. 14-**

PROFESSIONAL GENERAL ARCHITECTURAL SERVICES

The Town of Surfside (Town) is accepting Submittals from qualified and properly licensed firms or individuals (all respondents shall hereinafter be referred to as "consultants" and/or "firms") interested in providing Professional General Architectural services.

The chosen consultants will provide these services on a non-exclusive basis. The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the chosen consultant during the term of their agreements.

SUBMITTAL REQUIREMENTS:

1. **SELECTION PROCESS:** Selection of the firm or individual will be made in accordance with Florida Statutes, Section 287.055 -Consultants' Competitive Negotiations Act.
2. **ELIGIBILITY:** In addition to the other requirements stated in this document, to be eligible to respond to this RFQ, the consultants must have successfully provided within the past five years services similar to those outlined in the Scope of Work presented in this RFQ. Each consultant shall meet all legal, technical, and professional requirements for providing the requested services. The consultants shall furnish such additional information as the Town may reasonably require. This includes information that indicates financial resources as well as the ability to provide and maintain the requested services. The consultants shall have no record of judgments, pending lawsuits against the Town or criminal activities involving moral turpitude.
3. **SUBMITTAL:** Submittals must be received by the Town Clerk's Office at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154. A total of ten (10) copies of the submittal must be submitted at the date and time stated in the Notice to Consultants at the Surfside Commission Chambers, 9293 Harding Avenue, Surfside, FL 33154.
4. **SUBMITTAL REQUIREMENTS:** All submittals shall contain no more than ten (10) pages and a total of six (6) copies shall be submitted, with one (1) marked "Original" containing all original documents of the required response to the Request for Qualifications (RFQ) and one (1) electronic copy (in PDF format) on electronic media (CD-R/flash drive). The submittal should include as a minimum guideline at least the following:
 - a. Name, address and company, including but not limited to, a business overview, financial state of the business, annual revenue for the past two years, and names and addresses of persons having financial interest in the firm.
 - b. Details of your qualifications and capabilities to provide services under this solicitation.
 - c. Composition and experience of the project team that will be assigned under this solicitation. Resumes of key personnel should be included. Location of the project team members should be clearly identified as well as projects where the proposed team has worked together for a municipal client.
 - d. The number of all projects (including government projects) completed or in process for the past 5 (five) years, and a synopsis of those projects most relevant to the services sought in herein. Include a list of client references with

- contact names and telephone numbers.
- e. Disclosure of any potential conflict of interest that your firm may have due to other clients, contracts or property interests in the Town's projects under this solicitation.
 - f. A current GSA SF 254 and 255 should be furnished, i.e. firm's capabilities, adequacy of personnel, past performance record and experience. (*Note: These forms will NOT be counted as part of the 10 page maximum.*)
 - g. Sworn statement pursuant to Section 287.133(3)(A), Florida Statutes, un Public Entity Crime, a copy of which is attached hereto. (*Note: These forms will NOT be counted as part of the 10 page maximum.*)
 - h. Non-Collusive Affidavit, a copy of which is attached hereto. (*Note: These forms will NOT be counted as part of the 10 page maximum.*)
 - i. Evidence of recent, current and projected person-hour workload should be provided for the proposed project team members The candidate firm must have at least one (1) registered professional engineer under Florida Statutes, Chapter 471, as principal officer or partner of the firm. The candidate firm must comply with Florida Statutes, Chapter 471.
 - j. Proof of authorization to transact business in Florida from the Florida Secretary of State, from the prime as well as supporting firms.

The attached Scope of Service provides more detail as to actual tasks involved within the scope of this proposal. Failure to satisfy the requirements contained herein may result in the submittal being deemed non-responsive.

5. **PUBLIC ENTITY CRIMES STATEMENT:** All submittals must be accompanied by an executed form PUR 7068, SWORN STATEMENT PURSUANT TO § 287.133, FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES. (Copy enclosed)
6. **DRUG-FREE WORKPLACE:** In accordance with Florida Statutes, § 287.087, preference will be given to businesses with drug-free workplace programs; whenever proposals are similar in all other respects, award will be made to the entity having a Drug-Free Workplace Program if a Drug-Free Workplace Certification is submitted with the response.

TERMS AND CONDITIONS:

1. **STATUTORY REQUIREMENTS:** Selection of the consultant will be made in accordance with the Florida Statutes, Section 287.055, "Consultants' Competitive Negotiation Act". Pursuant to Florida Statutes, Chapter 119, Public Records, Section 119.071, Inspection and examination of records; exemptions (b): "Sealed bids or proposals received by an agency pursuant to invitations to bid or request for proposals are exempt from s. 119.07(1) and s. 24(a), Art. 1 of the State constitution until such time as the agency provides notice of the decision or intended decision pursuant to s 120.57(3)(a) or within 10 days after bid or proposal opening, whichever is earlier."
2. **RESERVATION OF RIGHTS:** While pursuing this RFQ process, the Town reserves the right to;
 - accept any or all responses, and the right, in its sole discretion, to accept the consultants it considers most favorable to the Town's interests;
 - reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town at any time during the process;
 - investigate the financial capability, integrity, experience, and quality of

- performance of each consultant, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFQ;
- investigate the consultants' qualifications or any of its agents, as it deems appropriate;
 - conduct personal interviews of any or all prospective consultants prior to selection (the Town shall not be liable for any costs incurred by the consultant in connection with such interviews);
 - waive any of the conditions or criteria set forth in this RFQ
3. **PROOF OF INSURANCE:** The consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to the Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the consultant's insurance and shall not contribute to the consultant's insurance. The insurance coverage's shall include at a minimum the following amounts set forth in this Section 16:
- 4.
- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of consultant. The General Aggregate Liability limit (including Products/Completed Operations) shall be in the amount of \$2,000,000.
 - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000. each accident. No employee, subcontractor or agent of the consultant shall be allowed to provide Work pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
 - d. Builder's Risk property insurance upon the entire work to the full replacement cost value thereof. This insurance shall include the interest of the Town and the consultant and shall provide All-Risk coverage against loss by physical damage including, but not limited to, Fire, Extended Coverage, Theft, Vandalism and Malicious Mischief, Windstorm and Flood.

The consultant acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a Project, and all such work shall be fully restored by the consultant, at its sole cost and expense, in accordance with the Agreement Documents.

Certificate of Insurance. On or before the Effective Date of this and prior to commencing of any work, Certificates of Insurance shall be provided to the Town,

reflecting the Town as an Additional Insured. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Work, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Acceptance of the Certificate(s) is subject to approval of the Town.

Additional Insured. The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from work performed by or on behalf of the consultant in performance of this Agreement. The consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the consultant's insurance. The consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

Deductibles. All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The consultant shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

The provisions of this section shall survive termination of this Agreement.

5. **COMPLIANCE WITH LAWS:** The consultant shall be licensed and certified by all appropriate federal, state, county and local agencies. Prior to the commencement of the work and at all times during the Term of this Agreement, the consultant shall procure and maintain, at its sole cost and expense, and provide copies to the Town, all required licenses and certifications for the performance of the work and the operations set forth in this Agreement.
6. The consultant shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, age, marital status, national origin, physical or mental disability in the performance of the work under this Agreement. The consultant shall comply with all equal employment opportunity requirements and any and all applicable requirements established by state and federal law.
7. **PUBLIC RECORDS:** Upon award recommendation or ten (10) days after RFQ submittal opening, whichever is earlier, any material submitted in response to this RFQ will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Consultants must claim the applicable exemptions to disclosure provided by law in their response to the RFQ by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Town reserves the right to make all

final determination(s) of the applicability of the Florida Public Records Law.

8. **CONFLICT OF INTEREST:** The consultant agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by Town of Surfside Ordinance No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder. The consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.
9. **INDEPENDENT CONTRACTOR:** The consultant is an Independent Contractor under this Agreement. Personnel provided by the consultant shall be employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the consultant.

10. **TERMINATION OF AGREEMENT**

Termination. The Town has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days' written notice to consultant. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered by the consultant prior to and through the date of the notice of termination, copies of all records, charts, sketches, studies, plans, drawings, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the Town within ten (10) days.

Termination for Default. If the consultant fails to timely begin the work, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work according to the work order and this Agreement, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule, or if the consultant shall fail to perform any material term set forth in the Agreement Documents/Work Order, or if the consultant shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Town may, upon seven (7) days written notice of termination, terminate the work of the consultant, exclude the consultant from the Project sites, provide for alternate prosecution of the Work, appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable, and may perform the Work by whatever methods it may deem expedient. In such case, the consultant shall not be entitled to receive any further payment. All damages, costs and charges incurred by the Town, together with the costs of completing the Work, shall be deducted from any monies due or which may become due to the consultant. In case the damages and expenses so incurred by the Town shall exceed monies due to the consultant from the Town, consultant shall be liable and shall pay to the Town the amount of said excess promptly upon demand therefore by the Town. In the event it is

adjudicated that the Town was not entitled to terminate the Agreement as described hereunder for default, the Agreement shall automatically be deemed terminated by the Town for convenience as described below.

Payment after Termination. Provided that the consultant has performed in accordance with the terms of this Agreement as of the date of termination pursuant to the provision provided for herein, the consultant shall receive all payments due to the consultant for work rendered and accepted prior to and up to the date of termination.

11. **ASSIGNMENT; AMENDMENTS:** This Agreement or the work shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the Town, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement by both parties.

12. **CONSENT TO JURISDICTION:** The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement. Venue of any action to enforce this Agreement shall be proper exclusively in Miami-Dade County, Florida.

13. **GOVERNING LAW:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

14. **NO WAIVER OF BREACH:** The failure of a party to insist on strict performance of any provision of this Agreement shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

15. **STANDARD OF CARE:** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the Town, re-perform services which fail to satisfy the foregoing standard of care.

16. **INDEMNIFICATION:** The consultant shall at all times indemnify and hold harmless and, at the Town Attorney's option, defend or pay for an attorney selected by the Town Attorney to defend the Town of Surfside, its officers, agents, and employees from and against all causes of action, demands, claims, losses, liabilities, damages, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts, omissions, negligence, recklessness, wrongful conduct, acts, errors or omissions of the consultant or any subcontractors or other persons employed or utilized by the consultant in the performance of the work pursuant to this Agreement. The consultant's obligation under this paragraph shall not be limited in any way by the agreed upon cost of services/contract price, or the consultant's limit of, or lack of, sufficient insurance protection.

The indemnification obligations under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the consultant or any subcontractor or other persons employed or utilized by the

consultant in the performance of this Agreement, under worker's compensation acts, disability benefit nets, or other employee benefit acts.

The consultant shall not specify or allow any subcontractor or other persons employed or utilized by the consultant in the performance of this Agreement to specify a particular design, process or product that infringes upon any patent. The consultant shall indemnify and hold the Town and its officers and employees harmless from any loss, cost or expense, including reasonable attorney's fees and costs incurred, on account thereof if the consultant violates the requirements of this section.

17. **OTHER ISSUES:**

The Town reserves the right to determine whether the consultant's responses are adequate or inadequate, complete or incomplete, and to determine what constitutes the grounds for disqualification of a consultant who may submit inadequate or incomplete responses. The Town reserves the right to determine if a proposal is unresponsive. The Town may disqualify a consultant who submits a proposal determined by the Town to be unresponsive or which contains insufficient, inadequate, or incomplete responses to be deemed unresponsive. The Town Manager shall make such determinations and will rely on the staff selection committee for input in this matter.

The Town reserves the right to request clarification of information submitted and to request additional information from consultants after the deadline for receipt of qualifications.

Any proposal may be withdrawn until the date and time set above for submission of the proposals.

Costs of preparation of a response to this RFQ are solely those of the consultant and the Town assumes no responsibility for any such costs incurred by the consultant.

The consultant understands that this RFQ does not constitute an agreement or contract with the Town.

Any consultant, who submits in its response to the Town, any information that is determined by the Town to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration. The Town Manager will determine if a consultant will be disqualified.

18. **EVALUATION CRITERIA**

The qualifications will be reviewed and evaluated in accordance with the following criteria:

<u>Criteria</u>	<u>Points</u>
Ability of Professional Personnel	25
Past Performance and Experience – Firm	25
Past Performance and Experience – Individual/Project Team	25
Location	10
Approach to the Project	<u>15</u>
TOTAL	100

NOTE TO CONSULTANTS: Labor rates will not be a factor at this stage of the process and should not be provided.

19. SELECTION PROCESS

- a. An evaluation committee comprised of appropriate Town staff and/or members of the community, as deemed necessary with the appropriate technical expertise and/or knowledge shall be appointed by the Town Manager to assist in the necessary evaluation.
- b. The committee shall have a minimum of three (3) members. All meetings of the selection committee shall be conducted in a manner consistent with the Sunshine Law and all applicants shall receive notice by mail, fax, or email. A quorum shall be a majority of members except that if there are only three members all three members must be present. All members shall be free of any conflicts of interest as set forth in Chapter 112, Florida Statutes. The selection committee shall then set forth the procedure for reviewing the consultant submittals. The selection committee shall reduce the number of firms to a short list of a minimum of five (provided at least five members responded.) In short-listing firms, the committee shall use the criteria set forth in the RFQ and attempt to select the best qualified firms for the particular project. The committee shall then hold discussion with all short-listed firms. This may be undertaken at the same meeting or a separate meeting scheduled by the committee.
- c. After discussions are held with the short-listed firms, the voting members of the selection committee may discuss the presentations and the qualifications of each firm further and shall rank the firms based upon which firms will best serve the Town based upon the factors set forth in the RFQ. The firms shall be ranked in order of preference. The ranking shall be reported to the Town Commission who shall make the final decision with regard to the firms that should be chosen. The Town Commission may approve the rankings as set forth by the selection committee or, re-rank the applicants based upon the criteria. Prior to re-ranking the consultants based upon the criteria set forth in the RFQ, the Town Commission must undertake a 4/5 vote to indicate that it may wish to rank the consultants in an order different from those established by the selection committee.
- d. Upon the Town Commission approving a ranking, negotiations shall be undertaken with the top ranked firms. The Town Manager or his/her designee shall undertake said negotiations. Upon the successful negotiation of a contract or, if the Town Manager or his/her designee is unable to negotiate a satisfactory contract with the first ranked firm, negotiations with that firm shall be completed or formerly terminated in a writing sent to the firm. Upon termination or completion of said negotiations, negotiations shall then be undertaken with the second ranked firm, with this process being repeated until agreements are reached with the desired number of consultants; the agreements are then approved by the negotiator and formally approved by the Town Commission. If the desired amounts of agreements are not entered into by the Town and if the short-list is exhausted, a new request for qualifications shall be undertaken. The Town reserves the right to award to less than five firms.

20. Protest Procedures

Standing - Parties that are not actual proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives,

shall not have standing to protest or appeal any determination made pursuant to this Section.

Protest of Failure to qualify - Upon notification by the Town that a proposer is deemed non-responsive and/or non-responsible, the , proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Friday from 8:30 am to 5:00 pm.)

Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited. A Notice of Intent to Reject all Proposals is subject to the protest procedure.

Content and filing - The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk. The official clock at the Town Hall reception desk shall govern.

Protest Bond - Any consultant filing a protest shall simultaneously provide a Protest Bond to the Town in the amount of ten thousand dollars (\$10,000). If the protest is decided in the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the Town. The Protest Bond shall be in the form of a cashier's check.

Protest Committee - The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be opened to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Commission. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the contract, or such other time as determined by the Town Commission.

Stay of ranking in the RFQ Process- In the event of a timely protest, the Town Manager shall stay the ranking of qualified consultants in the RFQ process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFQ process is necessary to protect any substantial interest of the Town. The continuation of the RFQ process or award under these circumstances shall not preempt or otherwise affect the protest.

Appeals to Town Commission - Any actual consultant who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Commission by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

Failure to file protest - Any actual proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest the Town Commission's award.

21. ADDITIONAL INFORMATION

Questions regarding this RFQ must be directed to:

Michael Crotty
Town Manager
Tel: (305) 993-1052
Email: mcrotty@townofsurfsidefl.gov

Responses to this RFQ must be delivered by the date and time specified in the Notice to Engineers, and addressed to:

Sandra Novoa, CMC
Town Clerk
Town Clerk's Office
9293 Harding Avenue
Surfside, FL 33154

- The Town is under no obligation to return the submittals.
- The Town will not be liable for any cost incurred in the preparation of the response to the RFQ.
- The submittal shall be prima facie evidence that the consultant has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- The consultants shall furnish the Town with such additional information as the Town may reasonable require.
- Under no circumstance should any prospective consultant, or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or the Town Staff favorable to the interest of the prospective consultant. Likewise, contact with the Town Commission or Town Staff against the interest of other prospective consultants is prohibited. Any such activities may result in the exclusion of the prospective consultant from consideration by the Town.

**Town of Surfside, Florida
Request for Qualifications No. 13-**

SCOPE OF SERVICES

Section I. General Objectives

The Town of Surfside is soliciting professional architectural services of an individual(s) or firm(s) qualified to serve as the Town's Consulting Architect. The selected consultant(s) shall provide professional architectural services on an as-needed, project-by-project basis, under the terms of a Continuing Contract for a three (3) year period with up to two additional consecutive one (1) year renewal clauses, subject to mutual agreement. The Town reserves the right to also have other professional architectural consultants perform assignments or related architectural work tasks during the contract period.

The Town is soliciting professional architectural services and related work which may include, but not limited to, the tasks identified below:

- Design/Programming, Schematic
- Reports
- Analysis
- Graphic conceptual drawings
- Color selection and coordination
- Inspection
- General design work
- Preparation of complete construction contract plans, specifications for permitting and special provisions for the assigned projects
- Submission of plans for building permits prior to selection of contractor
- Procurement and negotiation services
- Construction administration
- Interior layout and design including furniture
- Public engagement and public agencies interface
- Post design services (e.g., submittal review, responses to Request for Information and services during construction)
- Landscaping layout and design

The Town does not guarantee that any or all of the services identified in this Request for Qualifications ("RFQ") will be assigned to the selected consultant(s) during the term of their agreements.

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL TIE PROPOSALS - In accordance with F.S. 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

VENDOR'S SIGNATURE

**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: _____
By: _____
For: _____
whose business address is: _____

_____ and (if applicable,) its Federal Employer Identification Number (FEIN) is: _____
(IF the entity had 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 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.
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, nonjury 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 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 any entity.

6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

____ (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

____ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

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

SIGNATURE OF AFFIANT

(Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

Notary's Name Printed, Stamped or Typed

Notary Seal:

Personally Known: _____ or Produced Identification _____
Identification Produced _____

NON-COLLUSIVE AFFIDAVIT

State of _____)

County of _____)

_____ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

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

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

(4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed Work;

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

SIGNATURE OF AFFIANT

(Printed or Typed Legal Name of Affiant)

State of _____ County of _____

Sworn to and subscribed before me this _____ day of _____, 2014 by

_____.

Notary Seal:

Notary's Name Printed, Stamped or Typed

Personally Known: _____ or Produced Identification _____

Identification Produced _____