



CITY OF SOUTH MIAMI

“Community Rating System Program Services”

RFQ #PL2016-23

Submittal Due Date: December 21, 2016 at 10 AM

Solicitation Cover Letter

The City of South Miami, Florida (hereinafter referred to as “CSM”) through its chief executive officer (City Manager) hereby solicits sealed responses to the City’s request (hereinafter referred to as “Request for Qualifications” or “RFQ”). The City desires to retain a professional consultant to provide services as required under a non-exclusive professional services contract. **Selection of consultants shall be in accordance with Florida Statute 287.055, “Consultants Competitive Negotiation Act.”** All references in this Solicitation (also referred to as an “Invitation for Proposals” or “Invitation to Bid”) to “City” shall be a reference to the City of South Miami or the City Manager (or manager’s designee), for the City of South Miami as the context warrants or unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFQ #PL2016-23** titled **“Community Rating System Program Services”** The purpose of this RFQ is to contract for the services necessary for the completion of the project in accordance with the **Scope of Services, Exhibit I,**) described in this RFQ (hereinafter referred to as “the Project” or “Project”).

Interested persons who wish to respond to this RFQ can obtain the complete RFQ package at the City Clerk’s office Monday through Friday from 9:00 A.M. to 4:00 P.M. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami’s web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFQ Package, including all documents listed in the RFQ.

The Proposal Package shall consist of **one (1) original unbound proposal, five (5) additional copies, 3-ring binders are not permitted, and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy** all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: **“Community Rating System Program Services,” RFQ #PL2016-23** and the name of the Respondent (person or entity responding to the RFQ). Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10:00 AM local time on December 21, 2016. Hand delivery must be made Monday through Friday from 8 AM to 5 PM to the office of City Clerk.**

A public opening will take place at 10:00 AM on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after **10 A.M.** local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.

A Non-Mandatory Pre-Proposal Meeting will be conducted at City Hall in the Commission Chambers located at 6130 Sunset Drive, South Miami, Fl 33143 on December 7, 2016 at 10 AM. The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this RFQ Package. The City reserves the right to reject all responses to this RFQ and to reject all persons who respond to this solicitation, as well as the right of the City to waive any irregularity in the responses to this RFQ or the RFQ procedure and the right to award a continuing service contract to more than one Respondent when they are all of equal rank.

Maria M. Menendez, CMC
City Clerk
City of South Miami

SCOPE OF SERVICES and SCHEDULE OF VALUES
“Community Rating System Program Services RFQ”
RFQ #PL2016-23

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **EXHIBIT I**.

END OF SECTION

SCHEDULE OF EVENTS

“Community Rating System Program Services RFQ” RFQ #PL2016-23

No	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	11/15/2016	1:00 PM
2	Non Mandatory Pre-RFQ Meeting	12/7/2016	10:00 AM
3	Deadline to Submit Questions	12/12/2016	10:00 AM
4	Deadline to City Responses to Questions	12/15/2016	10:00 AM
5	Deadline to Submit RFQ-Response	12/21/2016	10:00 AM
6	Projected Announcement of selected Contractor/Cone of Silence ends	2/7/2017	7:00 PM

END OF SECTION

INSTRUCTIONS for RESPONDENT
“Community Rating System Program Services RFQ”
RFQ #PL2016-23

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE “PROPOSAL” THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE RFQ FORM.

1. Purpose of RFQ. The City of South Miami is requesting proposals pursuant to **Florida Statute 287-055** to retain a Consultant under a professional service contract to perform work, in accordance with Exhibit #1 “Scope of Services.” The City reserves the right to award the contract to the Respondent who is the best qualified pursuant to the “Evaluation and Selection Criteria” set forth in **Exhibit #5** and with whom the City Manager is able to negotiate a satisfactory contract that is in the best interest of the City.
2. Qualification of Proposing Firm. Response submittals to this RFQ will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of South Miami will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this RFQ where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
3. Deviations from Specifications. The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFQ. The decision as to whether an item fully complies with the stated requirements rests solely with the City of South Miami.
4. Designated Contact. The awarded firm shall appoint a person to act as a primary contact with the City of South Miami. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
5. Precedence of Conditions. The proposing firm, by virtue of submitting a response, agrees that City’s General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless clearly contrary to the specific terms of the Contract or General Conditions to the Contract:
 - a) Attachment/Exhibits to Supplementary Conditions
 - b) Supplementary Conditions to Contract, if any
 - c) Addenda to RFQ
 - d) Attachments/Exhibits to RFQ
 - e) RFQ
 - f) Attachment/Exhibits to Contract
 - g) Contract

- h) General Conditions to Contract, if any
 - i) Respondent's Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing firm to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following is established:
- a) The proposing firm acted in good faith in submitting the response;
 - b) The error was not the result of gross negligence or willful inattention on the part of the firm;
 - c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the firm's Proposal; and
 - d) The firm submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference. If there is a conflict between the Cover Letter and these instructions, or any other provision of this RFQ, the Cover Letter shall govern and take precedence over the conflicting provision(s) in the RFQ.
8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10 AM on December 12, 2016** to the attention of **Steven P. Kulick** at skulick@southmiamifl.gov or via facsimile at **(305) 663-6346**.
9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFQ Package (also known as "RFQ Specifications" or "RFQ") by U.S. mail, e-mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
11. Cone of Silence: You are hereby advised that this Request for Qualifications is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff, including the City Manager and his staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk. In addition, you are

required to comply with the City Manager's Administrative Order AO 1-15. If a copy is not attached, please request a copy from the City's Procurement Division.

WITH REGARD TO THE COUNTY'S CONE OF SILENCE EXCEPTION FOR WRITTEN COMMUNICATION, PLEASE BE ADVISED THAT, NOTWITHSTANDING THE MIAMI-DADE COUNTY EXCEPTION FOR WRITTEN COMMUNICATION THE COUNTY'S RULES PROHIBITING VERBAL COMMUNICATION DURING AN ESTABLISHED CONE OF SILENCE SHALL, WITH REGARD TO THIS SOLICITATION, ALSO APPLY TO ALL WRITTEN COMMUNICATION UNLESS PROVIDED OTHERWISE BELOW. THEREFORE, WHERE THE CITY OF SOUTH MAIMI CONE OF SILENCE PROHIBITS COMMUNICATION, SUCH PROHIBITION SHALL APPLY TO BOTH VERBAL AND WRITTEN COMMUNICATION.

Notwithstanding the foregoing, the Cone of Silence shall not apply to...

(1) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time that the City Manager makes his or her written recommendation;

(2) Any emergency procurement of goods or services pursuant to the Miami-Dade County Administrative Order 3-2;

(3) Communications regarding a particular solicitation between any person and the procurement agent or contracting officer responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(4) Communications regarding a particular solicitation between the procurement agent or contracting officer, or their designated secretarial/clerical staff responsible for administering the procurement process for such solicitation and a member of the selection committee therefore, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document."

12. Violation of these provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation including but not limited to one that requests any of the following a proposal, qualifications, a letter of interest or a bid concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
13. Lobbying. All firms and their agents who intend to submit, or who submitted, bids or responses for this RFQ, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this RFQ. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.

14. Reservation of Right. The City anticipates awarding one contract for services as a result of this RFQ and the successful firm will be requested to enter into negotiations to produce a contract for the Project. The City, however, reserves the right, in its sole discretion, to do any of the following:

- a) to reject any and all submitted Responses and to further define or limit the scope of the award.
- b) to waive minor irregularities in the responses or in the procedure required by the RFQ documents.
- c) to request additional information from firms as deemed necessary.
- d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Qualification be completed in all respects.
- e) to negotiate modifications to the Proposal that it deems acceptable.
- f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
- g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project or work in question and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents.
- h) to cancel, in whole or part, any invitation for Proposals when it is in the best interest of the City.
- i) to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City.
- j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price.
- k) if the Scope of the Work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

15. Contingent Fees Prohibited. The proposing firm, by submitting a proposal, warrants that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

16. Public Entity Crimes. A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a contractor, sub-contractor, supplier, sub-consultant, or consultant under a contract with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.

17. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten, or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:

- a) The Invitation for Proposal and Instructions to Respondents.
- b) A copy of all issued addenda.
- c) The completed Proposal Form fully executed.
- d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.
- e) Certificates of Competency as well as all applicable State, County and City Licenses held by Respondent
- f) Certificate of Insurance and/or Letter of Insurability.

18. Goods: If goods are to be provided pursuant to this RFQ the following applies:

- a) Brand Names: If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.
- b) Pricing: Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
- c) Mistake: In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
- d) Samples: Samples of items, when required, must be furnished by the Respondent free of charge to the City. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
- e) Respondent warrants by signature on the Proposal Form that prices quoted therein are in conformity with the latest Federal Price Guidelines.
- f) Governmental Restrictions: In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be

the responsibility of the successful Respondent to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City of South Miami reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.

- g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Solicitation shall be cause for rejection, as determined by the City.
 - h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
19. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this RFQ and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
20. Respondent shall comply with the City's **Insurance Requirements** as set forth in the attached **EXHIBIT 4**, prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the City to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further City action. The Respondent, by submitting a Proposal, thereby agrees to hold the City harmless and agrees to indemnify the City and covenants not to sue the City by virtue of such rescission.
21. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
22. Execution of Contract: A response to this RFQ shall not be responsive unless the Respondent signs the form of contract that is a part of the RFQ package. The Respondent to this RFQ acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this RFQ package and agrees that Respondent's signature on the Bid Form and/or the form of contract that is a part of the RFQ package

and/or response to this RFQ, grants to the City the authority, on the Respondent's behalf, to insert, into any blank spaces in the contract documents, information obtained from the proposal and at the City's sole and absolute discretion, the City may treat the Respondent's signature on any of those documents, for all purposes, including the enforcement of all of the terms and conditions of the contract, as the Respondent's signature on the contract, after the appropriate information has been inserted.

23. Evaluation of Proposals: The City, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
24. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.
25. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFQ on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
26. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
27. Hold Harmless: All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this RFQ process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the City, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
28. Cancellation: Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award or termination of the contract.
29. Bonding Requirements: The Respondent, when submitting the Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of

the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.

30. Performance and Payment Bond: The City of South Miami may require the successful Respondent to furnish a Performance Bond and Payment Bond, each in the amount of 100% of the total Proposal Price, including Alternates if any, naming the City of South Miami, and the entity that may be providing a source of funding for the Work, as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
 - 30.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the Work covered in the Contract Documents.
 - 30.2. Each Performance Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
 - 30.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or subcontractor employed pursuant to this Project.
 - 30.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
 - 30.5. Pursuant to the requirements of Section 255.05, Florida Statutes, Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide CITY with evidence of such recording.
 - 30.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
31. Proposal Guarantee: Notwithstanding the fact that the Respondent, in submitting a proposal, agrees to the terms contained in the form of contract that is part of this RFQ package, the successful Respondent, within ten (10) calendar days of Notice of Award by the City, shall deliver, to the City, the executed Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the City the required insurance documentation as well as a Performance and Payment Bond if these bonds are required. The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the City's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the City does not accept the Proposal/Bid Bond, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.
32. Pre-proposal Conference Site Visits: If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Solicitation Documents. It shall be grounds for rejecting a Proposal from a Respondent

who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations, or failure to complete any part of the RFQ Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent. The Respondent, following receipt of a survey of the property, if applicable, is bound by knowledge that can be seen or surmised from the survey and will not be entitled to any change order due to any such condition. If the survey is provided before the proposal is submitted, the contract price shall include the Work necessitated by those conditions. If the survey is provided subsequent to the submission of the proposal, the Respondent shall have five calendar days to notify the City of any additional costs required by such conditions and the City shall have the right to reject the proposal and award the contract to the second most responsive, responsible bidder with the lowest price or to reject all bids.

33. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form. No change orders shall be allowed for delays caused by the City, other than for extensions of time to complete the Work.
34. Submittal Requirements: All Proposals shall comply with the requirements set forth herein and shall be in accordance with **EXHIBIT 1, "Scope of Services" and Exhibit #2 "Supplemental Instructions and Proposal Format for Respondents"** which is a part of this RFQ Package.
35. Cancellation of Bid Solicitation: The City reserves the right to cancel, in whole or part, any Request for Qualification when it is in the best interest of the City.
36. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or sub consultants in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
37. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the city are paid in full. No bidder who is in default of any prior contract with the City may have their bid considered until the default is cured to the satisfaction of the City Manager.
38. Bid Protest Procedure. See attached **EXHIBIT 7**
39. Evaluation Criteria: If this project is to be evaluated by an Evaluation Committee, the evaluation criteria is attached as **EXHIBIT 5**.

END OF SECTION

PROPOSAL SUBMITTAL CHECKLIST FORM
“Community Rating System Program Services RFQ”
RFQ #PL2016-23

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this RFQ. The response shall include the following items:

Attachments and Other Documents described below to be Completed IF MARKED WITH AN “X”:		Check Completed.
X	One (1) original unbound proposal, five (5) additional copies, 3-ring binders are not permitted , and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy	_____
X	Supplemental Instructions and Submittal Format for Respondents, EXHIBIT 2	_____
X	Indemnification and Insurance Documents EXHIBIT 4	_____
X	Signed Contract Documents, Professional Services Agreement, EXHIBIT 6	_____
X	Respondents Qualification Statement	_____
X	List of Proposed Sub Consultants/Subcontractors and Principal Suppliers	_____
X	Non-Collusion Affidavit	_____
X	Public Entity Crimes and Conflicts of Interest	_____
X	Drug Free Workplace	_____
X	Acknowledgement of Conformance with OSHA Standards	_____
X	Affidavit Concerning Federal & State Vendor Listings	_____
X	Related Party Transaction Verification Form	_____
X	Presentation Team Declaration/Affidavit of Representation	_____

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

RESPONDENT QUALIFICATION STATEMENT
“Community Rating System Program Services RFQ”
RFQ #PL2016-23

The response to this questionnaire shall be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

I. Number of CRS Flood Plain Mitigation service contracts executed,

a) In the past 5 years _____

b) In the past 10 years _____

2. List the last three (3) CRS Flood Plain Mitigation service contracts executed.

a) **CRS/Flood Plain Mitigation Services:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

b) **CRS/Flood Plain Mitigation Services:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

c) **CRS/Flood Plain Mitigation Services:** _____

Entity Name: _____

Entity Address: _____

Entity Telephone: _____

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-Governmental Agencies for which you have done business within the past five (5) years.

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

Name of Agency: _____

Address: _____

Telephone No.: _____

Contact Person: _____

Type of Project: _____

**LIST OF PROPOSED SUB CONSULTANTS/ SUBCONTRACTORS AND
PRINCIPAL SUPPLIERS
“Community Rating System Program Services”
RFQ #PL2016-23**

Respondent shall list all proposed sub-consultants/subcontractors, assuming sub-consultants/subcontractors are allowed by the terms of this RFQ to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
General Engineering			
Roadway and Drainage Design			
General Civil Design			
Structural			
Environmental Engineering			
Architectural Services			
Landscape Architecture			
Certified Arborists Services			
Surveying & Mapping			
Mechanical, Electrical Plumbing (MEP)			
Construction Management & Construction Engineering Inspection Services (CEI)			
Other:			

Respondents to this solicitation shall provide and include this listing with their Proposal.

END OF SECTION

NON COLLUSION AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

_____ being first duly sworn, deposes and states that:

(1) He/She/They _____ is/are _____ the
(Owner, Partner, Officer, Representative or Agent) of _____

_____ the Respondent that has submitted the attached Proposal;

- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

Date

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF
OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned.)

_____ Personally known to me, or

_____ Personal identification:

Type of Identification Produced

_____ Did take an oath, or

_____ Did Not take an oath.

PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction of repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

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.

I. This sworn statement is submitted to

_____ [print name of the public entity]

by

_____ [print individual's name and title]

for

_____ [print name of entity submitting sworn statement]

whose business address is _____

_____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an

agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, 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, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- (a) A predecessor or successor of a person convicted of a public entity crime; or
- (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any 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 proposal or applies to bid or proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are

active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

[Signature]

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____

OR Produced identification _____ Notary Public – State of _____

My commission expires _____

(Type of identification) _____

(Printed, typed or Stamped commissioned)

Name of notary public _____

Form PUR 7068 (Rev.06/11/92)

DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal 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 or Proposals shall 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 shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee 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) business 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.

RESPONDENT's Signature: _____

Print Name: _____

Date: _____

ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

We, _____, (Name of CONSULTANT), hereby acknowledge and agree that as CONSULTANT for the **“Community Rating System Program Services”** project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and **N/A** (Consultant) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor’s names):

to comply with such act or regulation.

CONSULTANT

Witness

BY: _____
Name

Title

**AFFIDAVIT CONCERNING
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City’s solicitation, hereinafter referred to as “Respondent”, must certify that the Respondent’s name Does Not appear on the State of Florida, Department of Management Services, “CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS”.

If the Respondent’s name Does appear on one or all the “Listings” summarized below, Respondents must “Check if Applies” next to the applicable “Listing.” The “Listings” can be accessed through the following link to the Florida Department of Management Services website:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

DECLARATION UNDER PENALTY OF PERJURY

I, _____(hereinafter referred to as the “Declarant”) state, under penalty of perjury, that the following statements are true and correct:

(1) I represent the Respondent whose name is _____.

(2) I have the following relationship with the Respondent _____ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member (if Respondent is a Limited Liability Company).

(3) I have reviewed the Florida Department of Management Services website at the following URL address:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

(4) I have entered an “x” or a check mark beside each listing/category set forth below if the Respondent’s name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent’s name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

Check if

Applicable

- ___ Convicted Vendor List
- ___ Suspended Vendor List
- ___ Discriminatory Vendor List
- ___ Federal Excluded Parties List
- ___ Vendor Complaint List

FURTHER DECLARANT SAYETH NOT.

(Print name of Declarant)

By: _____
(Signature of Declarant)

ACKNOWLEDGEMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this the ____ day of _____, 20____, before me, the undersigned authority, personally appeared _____ who is personally know to me or who provided the following identification _____ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:
SEAL

(Name of Notary Public: Print,
Stamp or type as commissioned.)

RELATED PARTY TRANSACTION VERIFICATION FORM

I _____, individually and on behalf of _____ (“Firm”) have Name of Representative Company/Vendor/Entity read the City of South Miami (“City”)’s Code of Ethics, Section 8A-1 of the City’s Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory’s personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons’ immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

_____ (use (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory’s personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as

follows:

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as follows: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: _____

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by

the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: _____ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: _____

Print Name & Title: _____

Date: _____

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

(a) Designation.

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

(b) Definitions. For the purposes of this section the following definitions shall be effective:

(1) The term "commission members" shall refer to the mayor and the members of the city commission.

(2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.

(3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.

(4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.

(5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

(6) The term "employees" shall refer to all other personnel employed by the city.

(7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

(8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

(9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.

(10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFQ, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

(c) Prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

Waiver of prohibition. The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

Provisions cumulative. This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

(d) Further prohibition on transacting business with the city.

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

(E) Gifts.

(1)*Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2)*Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

- a. An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- b. A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- c. A legal duty violated or to be violated, or which could be violated by any person included in the term defined in paragraph (b)(1); or
- d. Attendance or absence from a public meeting at which official action is to be taken.

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

(f) *Compulsory disclosure by employees of firms doing business with the city.*

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

(g) *Exploitation of official position prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

(h) *Prohibition on use of confidential information.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

(i) *Conflicting employment prohibited.*

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

(j) *Prohibition on outside employment.*

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause. .

(k) Prohibited investments.

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

(l) Certain appearances and payment prohibited.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before

any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

(m) Actions prohibited when financial interests involved.

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

(n) Acquiring financial interests.

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

(o) Recommending professional services.

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of

office and in advance at a public meeting attended by other city officials, officers or employees.

(p) Continuing application after city service.

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs

(b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter

through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the

requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

(q) City attorney to render opinions on request.

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

(Ord. No. 6-99-1680, § 2, 3-2-99)

Editor's note- Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

**PRESENTATION TEAM
DECLARATION/AFFIDVAIT OF REPRESENTATION**

This affidavit is not required for compliance with the City's Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, _____, makes the following declaration under penalty of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below

Executed this _____ day of _____, 20____ .

Signature of Representative

Print Name and Title

Print name of entity being represented

END OF SECTION

EXHIBIT #1 SCOPE OF SERVICES

Community Rating System Program Services RFQ #PL2016-23

BACKGROUND:

The City of South Miami South Miami is a City in Miami-Dade County, Florida, United States. The population was 10,741 at the 2000 census and according to the U.S. Census Bureau for 2010 it was 11,657. As per Bureau of Economic & Business Research (BEBR) at UF, the City Population for FY 2017 is 13,656. This is the number which will be used for State Revenue Sharing calculations.

Category	Number	% in Total Housing Units	% Change 2000-2010
Total housing units	5,174	100	16.09
Total: Occupied housing units	4,699	90.82	9.25
Owner-occupied housing units	2,573	49.73	-3.74
Renter-occupied housing units	2,126	41.09	30.59
Population in occupied housing units: Owner-occupied housing units	7,052		
Population in occupied housing units: Renter-occupied housing units	4,507		
Occupied housing units Average household size: Owner-occupied	2.7		
Occupied housing units Average household size: Renter-occupied	2.1		

Average household size	2.46
Average family size	3.16

Pursuant to Florida Statute 287.055, “Consultants Competitive Negotiations Act,” the City is seeking to retain a qualified firm to review the City’s current Community Rating System (CRS) Program and prepare the City to improve it’s CRS classification from **7 to 6**. The City, with the completion of a successful CRS program by the Consultant, is expecting implementation strategies from the Consultant to help lower the cost of flood insurance.

The City will use a competitive negotiation process in selecting the consultant. Accepted proposals will be evaluated by the City utilizing **Exhibit #5, “Evaluation and Selection Criteria.”** Respondents, deemed as best suited and qualified, shall be selected by a Selection Committee of at least three (3) representatives selected by the City for discussion and/or presentations, ranking and subsequent negotiations with the selected consultant.

SCOPE OF WORK:

The following provides an overview of the tasks associated for the project and deliverables to be provided by the Consultant:

- I. **Provide an assessment of the City’s current CRS program and assist the City in looking for ways to improve the current CRS rating (Improve from a CRS Classification 6 to a CRS Classification 5 or better).**

2. **Provide input on the benefits and requirements of developing a comprehensive Program for Public Information (PPI) program.**
3. **Provide input on the benefits and requirements of developing a Repetitive Loss Area Analysis (RLAA) which includes a study and evaluation of the events leading to flooding of its repetitive loss properties.**
4. **Prepare for the modification visit in preparation of documentation to support credit for each CRS activity and develop a verification manual.**

The preparation for a modification visit will include the following:

- Review and examine Elevation Certificates to identify any deficiencies (Even those already reviewed by ISO).
- Review all current CRS documentation submitted under the Verification Visit.
- Work with the City CRS Coordinator to select appropriate CRS Activities for implementation.
- Assist the City CRS Coordinator to organize Visit files on each activity.
- Assist departmental personnel to prepare key documents and to prepare Visit briefing points as necessary.
- Assist City CRS Coordinator on special map requirements, including the impact adjustment.
- ISO is trying to go paperless in their verification visits, so if possible, most of the documentation should be in electronic format.
- Attend the City's Modification visit to provide guidance on how to respond to questions from ISO and to bring up scoring and documentation issues which may arise during that visit.
- Assist the city in follow-up documentation required to satisfy the ISO 30-day letter.

NOTE: A LINK TO THE CITY'S CURRENT FLOOD ZONE MAP IS REFERENCED AS EXHIBIT #3.

PROJECT TIMELINES

The Consultant shall complete the project by the end of the current fiscal year, September 30, 2017, or sooner. A Notice to Proceed will be issued by the City to the awarded consultant, which will indicate the kickoff for the project.

END OF SECTION

EXHIBIT #2
SUPPLEMENTAL INSTRUCTIONS AND SUBMITTAL FORMAT FOR
RESPONDENTS

Community Rating System Program Services RFQ
RFQ #PL2016-23

SUBMITTAL FORMAT

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

1. Letter of Transmittal

- a.) This letter will summarize in a brief and concise manner, the respondent's understanding of the scope of work and make a positive commitment to timely perform the work.
 - b.) The letter must name all of the persons authorized to make representations for the respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length.
- 2. Statement acknowledging receipt of each addendum issued by the City.**
- 3. Qualifications and experience of the firm(s)/individual(s) who will provide the services.**
- 4. The submission should include:**

A. Proposal Package and Labeling/Marking Requirements:

All submissions shall consist of *one (1) unbound original and five (5) copies, 3-ring binders are not permitted. One (1) digital or comparable medium including Flash Drive, DVD or CD copy is ALSO required. Submission packages shall be tabbed according to a Table of Contents.* The original and all copies shall be clearly marked accordingly as “original” or “copy.” The digital copy and the five (5) copies must be exact duplicates of the original submission.

**FAILURE TO PROVIDE EXACT COPIES SHALL RESULT IN SUBMITTAL
BEING DESIGNATED NON-RESPONSIVE.**

B. Title Page

Show the name of Respondent's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“Community Rating System Program Services RFQ,” RFQ #PL2016-23.**

C. Table of Contents

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

D. Qualification Statement

The Qualification Statement shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services. The Qualification Statement should be delivered in two parts. The first part is the technical submittal that shall consist of subsections (1) through (5) where subsections (1) through (3) shall be no more than 10 pages single-sided. Where (1) through (3) contain more than the 10 page limit, the evaluation committee shall be instructed to disregard all pages in excess of the limitation. The second part is all standard forms fully executed by an authorized officer of the Respondent. The technical submittal should be divided into subsections as described below.

1. Executive Summary:

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

2. Respondent’s Experience:

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

3. Respondent’s Past Performance:

- a. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five (5) years. The description should identify for each project (1) the client, (2) description of work, (3) total dollar value of the contract, (4) contract duration, (5) customer contact person and phone number of reference, (6) statement or notation of whether Respondent is/was

the prime Consultant or subcontractor or sub-consultant, and (7) the results of the project.

4. Organization Chart:

- a. Provide an organization chart showing all key individuals (including the Project/Client Manager) assigned to their area of responsibility, including their company, title, years of experience and years employed in current title at present or former firms. This chart must clearly identify the Respondent's employees and those of the sub-consultants. Provide professional licenses on pertinent key personnel (including sub-consultants) to be assigned for the services of this RFQ.

5. Fulfillment of All Solicitation Documents:

- a. Respondents shall submit all forms and documents listed in the **"Proposal Checklist Submittal Form."** This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by Respondents in connection with this pre-qualification process may be subject to the disclosure under Chapter 119, F.S., unless such information is specifically exempted or categorized as confidential in that Chapter or another section of the Florida Statutes. However, respondents must invoke the protections of any such section(s) within 24 hours of notice that a public records request for such information has been made and if Respondent invokes an alleged right to an exemption or declares the information to be confidential, Respondent shall provide written justification including a citation to the specific statutory authority relied upon and the reasons why it applies to the records being requested. Failure to abide by this procedure may result in disclosure of the Respondent's information and Respondent agrees that the City shall not be liable to Respondent for disclosure under such circumstances. Furthermore, if a Respondent objects to production of the documents, Respondent agrees to indemnify and hold the City harmless from any and all costs and expense incurred by the City, including City's attorney fees, in defending an action filed to obtain said records, as well as any damage award against the City, including the attorney fees of any of the parties in such suit and appeal.

END OF SECTION

EXHIBIT #3

City of South Miami Current Flood Zone Map

**Community Rating System Program Services
RFQ #PL2016-23**

Note: The City's Current Flood Zone Map can be accessed through the following link provided below:

<http://www.southmiamifl.gov/documentcenter/view/328>

EXHIBIT #4

INSURANCE & INDEMNIFICATION REQUIREMENTS

Community Rating System Program Services
RFQ #PL2016-23

INSURANCE & INDEMNIFICATION REQUIREMENTS

I.01 Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

I.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

I.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter

440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policies must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

I.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

I.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard
- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

I.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella 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 with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

I.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as required by of the Firm, other than the Fire and Extended Coverage Insurance and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

I.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations,

additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the Firm, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.

- B. All of the provisions set forth in Miscellaneous section herein below shall apply to this coverage unless it would be clearly not applicable.

I.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the FIRM'S duty to indemnify the City as provided in this Agreement.

D. Before starting the Work, the FIRM shall deliver to the CITY certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- (I) a policy provision or an endorsement with substantially similar provisions as follows:

"The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of 'bodily injury', 'property damage', or "personal and advertising injury" and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

- (2) a policy provision or an endorsement with substantially similar provisions as follows:

“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

- E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city's sole, absolute and unfettered discretion.

Indemnification Requirement

- A. The Firm accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Firm or anyone acting through or on behalf of the Firm.
- B. The Firm shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Firm, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Firm's obligations under this AGREEMENT.
- C. The Firm shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected

officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Firm, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Firm's obligations under this AGREEMENT.

- D. The Firm agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Firm, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Firm, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Firm, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.
- E. The Firm has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.
- F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

THIS IS INCLUDED IN THE GENERAL CONDITIONS

END OF SECTION

EXHIBIT #5
EVALUATION AND SELECTION CRITERIA
Community Rating System Program Services
RFQ #PL2016-23

Scoring and Ranking

Phase I - Competitive Selection-Ranking; maximum 100 points per committee member. Consultant submittals shall be evaluated by the City. Respondents deemed as best suited and qualified shall be selected by a Selection Committee of at least three (3) City representatives for discussion and/or presentations, ranking and subsequent negotiations with the highest ranked consultant.

The evaluation factors used for determining qualifications for ranking include:

1. Qualifications, competency and technical expertise of the firm and personnel to perform the services in accordance with the Scope of Services:

Maximum Points: 40

2. Qualifications of the Project Manager and Project Team:

Maximum Points: 30

3. Related Projects/Past Experience:

Maximum Points: 20

4. Overall quality and completeness of the submittal:

Maximum Points: 10

Phase II – Competitive Negotiations

Submittals will be evaluated by a Selection Committee. A ranking of all respondents or short-listed respondents will be determined by the Selection Committee. The Selection Committee may schedule interviews and/or presentations with the “short-list” respondents or, any respondent.

A final ranking of all firms or short-listed firms will be submitted to the City Manager for review and approval. The City Manager shall commence negotiations with the first ranked firm. If those negotiations are unsuccessful, negotiations will be opened with the next ranked firm, etc.

The City reserves the right to reject all Respondents, to request clarification of information submitted or to request additional information from any Respondent, and to waive any irregularities in any submittal.

END OF SECTION

EXHIBIT #6
PROFESSIONAL SERVICE AGREEMENT
Community Rating System Program Services
RFQ #PL2016-23

THIS AGREEMENT made and entered into this _____ day of _____, 20____ by and between the City of South Miami, a municipal corporation (hereinafter referred to as Owner or CITY) by and through its City Manager (hereinafter referred to as CITY or City Manager) and _____ who is authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"). In consideration of the premises and the mutual covenants contained in this AGREEMENT, the parties agree to the following terms and conditions:

1.0 General Provisions

- 1.1** A Notice to Proceed will be issued by the City Manager, or his designee, following the signing of this AGREEMENT. This AGREEMENT does not confer on the CONSULTANT any exclusive rights to perform work on behalf of the Owner other than the work described in one or more Notice to Proceed (hereinafter referred to as the "WORK"), nor does it obligate the Owner in any manner to guarantee work for the CONSULTANT.
- 1.2** The CITY agrees that it will furnish to the CONSULTANT available data and documents in the CITY possession pertaining to the WORK to be performed under this AGREEMENT promptly after the issuance of the Notice to Proceed and upon written request of the CONSULTANT.
- 2.0** Scope of Services. The CONSULTANT shall perform the work as set forth in the Scope of Services as described in the Notice to Proceed.
- 3.0** Time for Completion
 - 3.1** The services to be rendered by the CONSULTANT for any WORK shall be commenced upon receipt of a written Notice to Proceed from the CITY subsequent to the execution of this AGREEMENT and shall be completed within the time set forth in the Notice to Proceed or other document signed by the City Manager, or designee.
 - 3.2** A reasonable extension of time will be granted in the event there is a delay on the part of the CITY in fulfilling its part of the AGREEMENT, change of scope of work or should any other events beyond the control of the CONSULTANT render performance of his duties impossible.
- 4.0** Basis of Compensation: The fees for services of the CONSULTANT shall be determined by one of the following methods or a combination thereof, as mutually agreed upon by the CITY and the CONSULTANT.
 - 4.1** A fixed sum: The fee for a task or a scope of work may be a fixed sum as mutually agreed upon by the CITY and the CONSULTANT and if such an agreement is reached, it shall be in writing, signed by the CONSULTANT and the City Manager and attached hereto as **ATTACHMENT A:**
 - 4.2** Hourly rate fee: If there is no fixed sum or if additional work is requested without an agreement as to a fixed sum, the CITY agrees to pay, and the CONSULTANT agrees to accept, for the services rendered pursuant to this

AGREEMENT, fees in accordance with the hourly rates that shall include all wages, benefits, overhead and profit and that shall be in writing, signed by the CONSULTANT and the City Manager and attached hereto as **ATTACHMENT A**.

- 5.0 Payment and Partial Payments. The CITY will make monthly payments or partial payments to the CONSULTANT for all authorized WORK performed during the previous calendar month as set forth in the schedule of payment as set forth in **ATTACHMENT A** or, if no schedule of payment exhibit is attached to this AGREEMENT then payment will be made 30 days following the receipt of CONSULTANT's invoice as the work progresses but only for the work actually performed and approved in writing by the City Manager.
- 6.0 Right of Decisions. All services shall be performed by the CONSULTANT to the satisfaction of the CITY's representative, who shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the services, and the character, quality, amount and value. The representative's decisions upon all claims, questions, and disputes shall be final, conclusive and binding upon the parties unless such determination is clearly arbitrary or unreasonable. In the event that the CONSULTANT does not concur in the judgment of the representative as to any decisions made by him, CONSULTANT shall present his written objections to the City Manager and shall abide by the decision of the City Manager.
- 7.0 Ownership of Documents. All reports and reproducible plans, and other data developed by the CONSULTANT for the purpose of this AGREEMENT shall become the property of the CITY without restriction or limitation.
- 8.0 Audit Rights. The CITY reserves the right to audit the records of the CONSULTANT related to this AGREEMENT at any time during the execution of the WORK and for a period of one year after final payment is made. This provision is applicable only to projects that are on a time and cost basis.
- 9.0 Truth-in Negotiations: If the contract amount exceeds the threshold amount provided in s. 287.017 for category four, the CONSULTANT shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. In such event, the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within one year following the end of the contract.
- 10.0 Subletting. The CONSULTANT shall not assign or transfer its rights under this AGREEMENT without the express written consent of the CITY. The CITY will not unreasonably withhold and/or delay its consent to the assignment of the CONSULTANT's rights. The CITY may, in its sole discretion, allow the CONSULTANT to assign its duties, obligations and responsibilities provided the assignee meets all of the CITY's requirements to the CITY's sole satisfaction. The CONSULTANT shall not subcontract this AGREEMENT or any of the services to be provided by it without prior written consent of the CITY. Any assignment or subcontracting in violation hereof shall be void and unenforceable

- 11.0 Unauthorized Aliens:** The employment of unauthorized aliens by the CONSULTANT is considered a violation of Federal Law. If the CONSULTANT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. This applies to any sub-CONSULTANTS used by the CONSULTANT as well. The CITY reserves the right at its discretion, but does not assume the obligation, to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or providing the goods and/or services for or on behalf of the CITY including persons employed by any independent contractor. By reserving this right, the CITY does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.
- 12.0 Warranty.** The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract and that he has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the CITY shall have the right to annul this contract without liability.
- 13.0 Termination.** It is expressly understood and agreed that the CITY may terminate this AGREEMENT for any reason or no reason and without penalty by either declining to issue Notice to Proceed authorizing WORK, or, if a Notice to Proceed is issued, CITY may terminate this AGREEMENT by written notice to CONSULTANT, and in either event the CITY's sole obligation to the CONSULTANT shall be payment for the work previously authorized and performed in accordance with the provisions of this AGREEMENT. Payment shall be determined on the basis of the work performed by the CONSULTANT up to the time of termination. Upon termination, the CITY shall be entitled to a refund of any monies paid for any period of time for which no work was performed.
- 14.0 Term.** This AGREEMENT shall remain in force until the end of the term, which includes all authorized renewals, or unless otherwise terminated by the CITY. The term of this agreement is three (3) years from the issuance of the Notice to Proceed and one two-year option-to renew. The option to renew is at the discretion of the City Manager. The CITY may terminate the contract without cause following 30 days advanced notice to the CONSULTANT. However, in no event shall the term exceed five (5) years following the issuance of the Notice to Proceed.
- 15.0 Default.** In the event either party fails to comply with the provisions of this AGREEMENT, the aggrieved party may declare the other party in default and notify the defaulting party in writing. If CITY is in default, the CONSULTANT will only be compensated for any completed professional services and CONSULTANT shall not be entitled to any consequential or delay damages. In the event that partial payment has been made for such professional services not completed, the CONSULTANT shall return such sums to the CITY within ten (10) days after notice that said sums are due. In the event of any litigation between the parties arising out of or relating in any way to this AGREEMENT or a breach thereof, each party shall bear its own costs and legal fees.
- 16.0 Insurance and Indemnification.** The CONSULTANT agrees to comply with CITY's

Insurance and Indemnification requirements that are set forth in **ATTACHMENT B** to this AGREEMENT.

- 17.0 Agreement Not Exclusive.** Nothing in this AGREEMENT shall prevent the CITY from employing other CONSULTANTS to perform the same or similar services.
- 18.0 Codes, Ordinances and Laws.** The CONSULTANT agrees to abide and be governed by all duly promulgated and published municipal, county, state and federal codes, ordinances, rules, regulations and laws which have a direct bearing on the WORK involved on this project. The CONSULTANT is required to complete and sign all affidavits, including Public Entity Crimes Affidavit form (attached) pursuant to FS 287.133(3) (a), as required by the CITY's solicitation, if any, applicable to this AGREEMENT.
- 19.0 Taxes.** CONSULTANT shall be responsible for payment of all federal, state, and/or local taxes related to the Work, inclusive of sales tax if applicable.
- 20.0 Drug Free Workplace.** CONSULTANT shall comply with CITY's Drug Free Workplace policy which is made a part of this AGREEMENT by reference.
- 21.0 Independent Contractor.** CONSULTANT is an independent entity under this AGREEMENT and nothing contained herein shall be construed to create a partnership, joint venture, or agency relationship between the parties.
- 22.0 Duties and Responsibilities.** CONSULTANT agrees to provide its services during the term of this AGREEMENT in accordance with all applicable laws, rules, regulations, and health and safety standards of the federal, state, and CITY, which may be applicable to the service being provided.
- 23.0 Licenses and Certifications.** CONSULTANT shall secure all necessary business and professional licenses at its sole expense prior to executing the AGREEMENT.
- 24.0 Entire Agreement, Modification, and Binding Effect:** This AGREEMENT constitutes the entire agreement of the parties, incorporates all the understandings of the parties and supersedes any prior agreements, understandings, representation or negotiation, written or oral. This AGREEMENT may not be modified or amended except in writing, signed by both parties hereto. This AGREEMENT shall be binding upon and inure to the benefit of the City of South Miami and CONSULTANT and to their respective heirs, successors and assigns. No modification or amendment of any terms or provisions of this AGREEMENT shall be valid or binding unless it complies with this paragraph. This AGREEMENT, in general, and this paragraph, in particular, shall not be modified or amended by acts or omissions of the parties. If this AGREEMENT was approved by written resolution of the City Commission, or if such approval is required by ordinance or the City Charter, no amendment to this AGREEMENT shall be valid unless approved by written resolution of the City Commission.
- 25.0 Jury Trial.** CITY and CONSULTANT knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim arising out of this AGREEMENT or the performance of the Work thereunder.
- 26.0 Validity of Executed Copies.** This AGREEMENT may be executed in several counterparts, each of which shall be construed as an original.
- 27.0 Rules of Interpretation:** Throughout this AGREEMENT the pronouns that are used may be substituted for male, female or neuter, whenever applicable and the singular words substituted for plural and plural words substituted for singular wherever applicable.

- 28.0 Severability.** If any term or provision of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each and every other term and provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law.
- 29.0 Cumulative Remedies:** The duties and obligations imposed by the contract documents, if any, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONSULTANT by the Contract Documents, if any, and this AGREEMENT and the rights and remedies available to the CITY hereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available at law or in equity, by special guarantee or by other provisions of the Contract Documents, if any, or this AGREEMENT. In order to entitle any party to exercise any remedy reserved to it in this AGREEMENT, or existing in law or in equity, it shall not be necessary to give notice, other than such notice as maybe herein expressly required. No remedy conferred upon or reserved to any party hereto, or existing at law or in equity, shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this AGREEMENT or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time as often as may be deemed expedient.
- 30.0 Non-Waiver.** CITY and CONSULTANT agree that no failure to exercise and no delay in exercising any right, power or privilege under this AGREEMENT on the part of either party shall operate as a waiver of any right, power, or privilege under this AGREEMENT. No waiver of this AGREEMENT, in whole or part, including the provisions of this paragraph, may be implied by any act or omission and will only be valid and enforceable if in writing and duly executed by each of the parties to this AGREEMENT. Any waiver of any term, condition or provision of this AGREEMENT will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach. The failure to enforce this AGREEMENT as to any particular breach or default shall not act as a waiver of any subsequent breach or default.
- 31.0 No Discrimination and Equal Employment:** No action shall be taken by the CONSULTANT, nor will it permit any acts or omissions which result in discrimination against any person, including employee or applicant for employment on the basis of race, creed, color, ethnicity, national origin, religion, age, sex, familial status, marital status, ethnicity, sexual orientation or physical or mental disability as proscribed by law and that it will take affirmative action to ensure that such discrimination does not take place. The CONSULTANT shall comply with the Americans with Disabilities Act and it will take affirmative action to ensure that such discrimination does not take place. The City of South Miami's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices in general. Thus, all individuals and entities seeking to do work for the CITY are

expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. By signing this AGREEMENT, the CONSULTANT hereby certifies under penalty of perjury, to the CITY, that CONSULTANT is in compliance with all applicable regulations and laws governing employment practices.

- 32.0 Governing Laws.** This AGREEMENT and the performance of services hereunder will be governed by the laws of the State of Florida, with exclusive venue for the resolution of any dispute being a court of competent jurisdiction in Miami-Dade County, Florida.
- 33.0 Effective Date.** This AGREEMENT shall not become effective and binding until it has been executed by both parties hereto, and approved by the City Commission if such approval is required by City's Charter, and the effective date shall be the date of its execution by the last party so executing it or if City Commission approval is required by the City's Charter, then the date of approval by City Commission, whichever is later.
- 34.0 Third Party Beneficiary.** It is specifically understood and agreed that no other person or entity shall be a third-party beneficiary hereunder, and that none of provisions of this AGREEMENT shall be for the benefit of or be enforceable by anyone other than the parties hereto, and that only the parties hereto shall have any rights hereunder.
- 35.0 Further Assurances.** The parties hereto agree to execute any and all other and further documents as might be reasonably necessary in order to ratify, confirm, and effectuate the intent and purposes of this AGREEMENT.
- 36.0 Time of Essence.** Time is of the essence of this AGREEMENT.
- 37.0 Interpretation.** This AGREEMENT shall not be construed more strongly against either party hereto, regardless of who was more responsible for its preparation.
- 38.0 Force Majeure.** Neither party hereto shall be in default of its failure to perform its obligations under this AGREEMENT if caused by acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements that could not be reasonably anticipated and the effects avoided or mitigated. Each party shall notify the other of any such occurrence.
- 39.0 Subcontracting:** If allowed by this AGREEMENT, the CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of its subcontractors/subconsultants as it is for the acts and omissions of people directly employed by it. All subcontractors/subconsultants and their agreements, if allowed by this AGREEMENT, must be approved by the CITY. The CONSULTANT shall require each subcontractor, who is approved by the CITY, to agree in the subcontract to observe and be bound by all obligations and conditions of this AGREEMENT to which CONSULTANT is bound.
- 40.0 Public Records:** CONSULTANT and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONSULTANT, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project. Under such condition, CONSULTANT and its subcontractors are specifically required to: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public

agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; and (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: mmenendez@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL 33143.

41.0 Notices. Whenever notice shall be required or permitted herein, it shall be delivered by hand delivery, e-mail (or similar electronic transmission), facsimile transmission or certified mail, with return receipt requested and shall be deemed delivered on the date shown on the e-mail or delivery confirmation for any facsimile transmission or, if by certified mail, the date on the return receipt or the date shown as the date same was refused or unclaimed. If hand delivered to the CITY, a copy must be stamped with the official City receipt stamp showing the date of deliver; otherwise the document shall not be considered to have been delivered. Notices shall be delivered to the following individuals or entities at the addresses (including e-mail) or facsimile transmission numbers set forth below:

To CITY:

City Manager,
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 668-2510
Fax: (305) 663-6345
E-mail: salexander@southmiamifl.gov

With copies to:

City Attorney
6130 Sunset Dr.
South Miami, FL 33143
Tel: (305) 667-2564
Fax: (305) 341-0584
[E-mail: tpepe@southmiamifl.gov](mailto:tpepe@southmiamifl.gov)

To CONSULTANT:

42.0 Corporate Authority: The CONSULTANT and its representative who signs this AGREEMENT hereby certifies under penalty of perjury that the CONSULTANT and its representative have, and have exercised, the required corporate power and that they have complied with all applicable legal requirements necessary to adopt, execute and deliver this AGREEMENT and to assume the responsibilities and obligations created hereunder; and that this AGREEMENT is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the CONSULTANT hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

IN WITNESS WHEREOF, this AGREEMENT was signed on or before the date first above written subject to the terms and conditions set forth herein.

CONSULTANT:

By: _____

(Print Name Above)

City of South Miami

By: _____

Steven Alexander
City Manager

ATTESTED:

By: _____

Maria M. Menendez, CMC
City Clerk

Read and Approved as to Form, Language,
Legality and Execution thereof:

By: _____

Thomas F. Pepe, Esq.
City Attorney

ATTACHMENT A
“COMPENSATION”

PROFESSIONAL SERVICE AGREEMENT
Community Rating System Program Services
RFQ #PL2016-23

ATTACHMENT B

INSURANCE & INDEMNIFICATION REQUIREMENTS

PROFESSIONAL SERVICE AGREEMENT

Community Rating System Program Services

RFQ #PL2016-23

I.01 Insurance

A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

I.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

I.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws.

In addition, the policies must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

I.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

I.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard
- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

I.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella 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 with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

I.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as required by of the Firm, other than the Fire and Extended Coverage Insurance and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

I.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

A. In the event that this contract involves the construction of a structure, the FIRM shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings

or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the Firm, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.

B. All of the provisions set forth in Miscellaneous section herein below shall apply to this coverage unless it would be clearly not applicable.

I.09 Miscellaneous:

A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.

B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.

C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the FIRM'S duty to indemnify the City as provided in this Agreement.

D. Before starting the Work, the FIRM shall deliver to the CITY certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- a. a policy provision or an endorsement with substantially similar provisions as follows:

"The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of 'bodily injury', 'property damage', or "personal and advertising injury" and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B";

- b. a policy provision or an endorsement with substantially similar provisions as follows:

“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

- E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city's sole, absolute and unfettered discretion.

Indemnification Requirement

A. The Firm accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Firm or anyone acting through or on behalf of the Firm.

B. The Firm shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Firm, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Firm's obligations under this AGREEMENT.

C. The Firm shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Firm, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement,

or incident to or resulting from the performance or non-performance of the Firm's obligations under this AGREEMENT.

D. The Firm agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Firm, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Firm, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Firm, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

E. The Firm has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

THIS IS INCLUDED IN THE GENERAL CONDITIONS

END OF SECTION

EXHIBIT #7

Community Rating System Program Services RFQ #PL2016-23

City of South Miami Bid Protest Procedures

RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (FORMAL PROCEDURE)

The following procedures shall be used for resolution of protested solicitations and awards. The word “bid”, as well as all of its derivations, shall mean a response to a solicitation, including requests for proposals, requests for a letter of interest and requests for qualifications.

- (a) Protest of solicitation. Any actual or prospective bidder who perceives itself to be aggrieved in connection with any formal solicitation or who intends to contest or object to any bid specifications or any bid solicitation shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days prior to the date set for opening of bids. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt of a notice of intent to file a protest. Any actual responsive and responsible bidder who perceives itself to be aggrieved in connection with the recommended award of a contract and who wishes to protest the award, shall file a written notice of intent to file a protest with the City Clerk’s office within three calendar days after. A notice of intent to file a protest is considered filed when received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt.
- (b) Contents of protest. A **protest** of the solicitation or award must be in writing (“Protest Letter”) and submitted to the City Clerk’s office within five calendar days after the date of the filing of the notice of protest. Protest Letter is considered filed when the Protest Letter and the required filing fee are received by the City Clerk’s office by e-mail or, if hand delivered, when stamped with the City Clerk’s receipt stamp containing the date and time of receipt. The Protest Letter shall state with particularity the specific facts and law upon which the protest is based, it shall describe and attach all pertinent documents and evidence relevant and material to the protest and it shall be accompanied by any required filing. The basis for review of the protest shall be the documents and other evidence described in and attached to the Protest Letter and no facts, grounds, documentation, or other evidence not specifically described in and attached to the Protest Letter at the time of its filing shall be permitted or considered in support of the protest.
- (c) Computation of time. No time will be added to the above time limits for service by mail. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday in which event the period shall run until the next day which is not a Saturday, Sunday, or legal holiday.
- (d) Challenges. The written protest may not challenge the relative weight of the evaluation criteria or any formula used for assigning points in making an award determination, nor shall it challenge the City’s determination of what is in the City’s best interest which is one of the criteria for selecting a bidder whose offer may not be the lowest bid price.
- (e) Authority to resolve protests. The Purchasing Manager, after consultation with the City Attorney, shall issue a written recommendation within ten calendar days after receipt of the written protest. Said recommendation shall be sent to the City Manager with a copy sent to the protesting party. The City Manager may then, submit a recommendation to the City Commission for approval or

disapproval of the protest, resolve the protest without submission to the City Commission, or reject all proposals.

- (f) Stay of procurement during protests. Upon receipt of a timely and proper written protest filed pursuant to the requirements of this section, the City shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the City Manager or the City Commission as provided in subsection (f) above, unless the City Manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid potential harm to the health, safety, or welfare of the public or to protect substantial interests of the City or to prevent youth athletic teams from effectively missing a playing season.

END OF DOCUMENT