



REQUEST FOR PROPOSALS

No. 2019-01

Holiday Lights for the Town of Surfside

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Request for Proposals for Holiday Lights for the Town of Surfside

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PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside (“Town”) is soliciting proposals to provide holiday lights and decorations that are in line with the Town’s “Uptown Beachtown” branding in the Downtown Corridor along Harding Avenue from 94th Street to 96th Street; Veterans Park located at 8750 Collins Avenue; and on all four Town entry point monuments (one on 87th Terrace and Collins Avenue; two located at 96th Street and Harding Avenue; and one at 96th Street between Bay Drive and the 500 Block). Interested companies, firms, and individuals (“Proposer”) may pick-up a copy of Request for Proposals **No. 2019 - 01** (“RFP”) **to be issued on March 19, 2019** at Town Hall 9293 Harding Avenue, Town Clerk’s Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures. It is also available on the Town’s website at www.townofsurfsidefl.gov.

One (1) original, five (5) copies, plus a USB containing the electronic files of the completed and executed submissions (“Proposals”) must be delivered to the following address no later than **2:00pm Tuesday, April 23, 2019**.

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

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

**“SEALED PROPOSAL”
RFP NO. 2019-01 HOLIDAY LIGHTS FOR TOWN OF SURFSIDE
TIME: 2:00 pm Tuesday, April 23, 2019.**

A **mandatory pre-RFP submission conference** is scheduled for **Friday, April 5, 2019, at 10:00 am at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida**. All Proposers planning to submit Proposals should attend this meeting. Proposers should allow sufficient time to ensure arrival prior to the indicated time.

The Town intends to enter into agreement with the successful Proposer to provide holiday lights.

The agreement will be awarded by the Town to the Proposer with the Proposal that best serves the interests of, and represents the best value to, the Town in accordance with the criteria set forth in this RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to discontinue this RFP or solicitation, to waive technical errors and informalities, and to accept the Proposal which best serves the interests of and represents the best value to the Town.

Pursuant to Town Code Chapter 3, public notice is hereby given that a "Cone of Silence" is imposed concerning the Town's competitive purchasing process, which generally prohibits communications concerning the RFP from the time of advertisement of the RFP until the beginning of the Town Commission meeting at which the Town Manager makes a written recommendation to the Town Commission concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the "Cone of Silence".

Any questions regarding RFP No. 2019-01 are to be directed in writing to Sandra Novoa, MMC, Town Clerk, at the following address: 9293 Harding Ave., Second Floor, Surfside, Florida 33154. Alternatively, any questions may be sent via email to: snovoa@townofsurfsidefl.gov.

Any questions or clarifications concerning the RFP must be received by Sandra Novoa, MMC, Town Clerk, no later than five (5) business days, or by Friday April 12, 2019 after the mandatory pre-RFP submission conference. All persons attending the pre-RFP submission conference will receive the answers to all questions.

For further information, please contact Sandra Novoa, MMC, Town Clerk at (305) 861-4863 Ext. 226, or at snovoa@townofsurfsidefl.gov.

RFP Tentative Schedule of Events:

- 1) RFP Issue Date: Tuesday, March 19, 2019.
- 2) Mandatory Pre-RFP Submission Conference Date: Friday, April 5, 2019 at 10:00am.
- 3) Last Day for Questions or Clarifications: Friday April 12, 2019.
- 4) Addenda Final Issue Date: Tuesday, April 16, 2019.
- 5) Proposal Submission Due: Tuesday, April 23, 2019 at 2:00pm.
- 6) Proposal Submission Review with Evaluation Committee: Monday, May 6 at 5:30pm.
- 7) Award RFP: Tuesday, May 7, 2019.

Town of Surfside, Florida

REQUEST FOR PROPOSAL NO. 2019-01

HOLIDAY LIGHTS FOR THE TOWN OF SURFSIDE

1.1 INTRODUCTION.

The Town of Surfside (“Town”), in accordance with Chapter 3 (Purchasing) of the Town Code of Ordinances , is issuing Request for Proposal No. 2019-01 (“RFP”) to solicit proposals for holiday lights. The Town, a municipality located in Miami-Dade County, Florida, requests qualified companies, firms, and individuals (“Proposers”) to submit responses to this RFP to install, maintain, remove, clean, refurbish, transport and store professionally-themed holiday decorations throughout the Town (“Services”), as further detailed in this RFP .

1.2 BACKGROUND.

The Town of Surfside is known for having a striking holiday light display every year. The holiday lights are lit within the 2-block downtown district of Harding Avenue between 96th Street and 94th Street, and at every entry point to the Town, and are typically lit from mid-November to mid-March.

The Town is seeking capable, responsible companies to bring fresh ideas and concepts for holiday lights. The holiday lights will be funded by the Town’s Resort Tax revenue special fund, which is generated by a Resort Tax of four percent (4%) on revenues generated by the sale of accommodations and two percent (2%) on revenues from food and beverages sold within the Town’s limits. An award of a contract pursuant to this RFP is subject to the Town’s yearly budgetary process and appropriated funds.

The Resort Tax Fund, like all Special Revenue Funds, is comprised of revenue from specific sources with dedicated specific allowable uses. Thirty-four percent (34%) of the expenditure of these funds is governed by the Town’s Tourist Board, comprised of members appointed by the Town’s Commission, who oversee the legal and appropriate use of these funds through the Tourism Director and the operations of the Tourist Bureau. Further details on the resort tax fund may be reviewed in the Town’s Charter and Code of Ordinances.

1.3 PROPOSAL REQUIREMENTS AND SCOPE OF SERVICES.

The Town invites Proposals from qualified providers of holiday lighting. The awarded Proposer will need to provide a proposed design including type of lighting, decorations and locations that are in line with the Town’s “Uptown Beachtown” branding.

The term for the initial agreement will be for one (1) year, and subject to renewals thereafter. Any agreement shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted to the Tourist Bureau.

This RFP is organized with the following categories:

- I. Submission Requirements**
- II. Scope of Services: Outline of Services Requested**
- III. Detailed Cost Proposal**
- IV. RFP Stipulations**
- V. Summary of Required Format for Submittal Contents**
- VI. RFP Questions**
- VII. Final Review Process**
- VIII. Deadline, Copies and Address for Submittal.**

I. SUBMISSION REQUIREMENTS.

Proposals shall be as thorough and detailed as possible so that the Town may properly evaluate the capabilities of the Proposer to provide the required Services. All Proposals by Proposers shall respond to the criteria outlined in this RFP.

Any Proposer wishing to provide the Services, as described in this RFP, must submit: (i) one (1) original Proposal; (ii) five (5) complete copies of Proposal; and (iii) a USB containing the electronic files that include, at a minimum, the following documentation:

A. FIRM CONTACT, EXPERTISE AND PROJECT MANAGEMENT INFORMATION

State the name of the agency or organization, address, telephone number and contact person for the proposal submission. List all office locations. Identify the office from which the Town's account will be serviced. Provide a brief description of the history and organization of the Proposer. Comment on the Proposer's expertise in holiday lighting, and relevant training of staff.

B. DOCUMENTATION OF CREDENTIALS, CAPABILITIES AND FINANCIAL DATA

Name, address, and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two (2) years. Names and addresses of all persons having financial interest in the firm. Proof of authorization to transact business in Florida as well as any other supporting documentation the Proposer deems necessary to demonstrate the capability to provide and implement the Services, as outlined in this RFP.

C. PROJECT TEAM RESUMES AND EXPERIENCE

Provide, in detail, the experience and qualifications of the Proposer's management team and key personnel, in providing similar services as proposed in this RFP. List the names of the proposed service team and describe each member's role, as well as an organizational chart of named personnel proposed to be involved in providing the Services pursuant to the plan.

D. SIMILAR PROJECTS AND REFERENCES

Past performance information will be collected on all Proposers. Proposers are to submit at least three (3) relevant clients identifying a specific contact, contact title,

and telephone number. The Town reserves the right to verify any information submitted by Proposer during the RFP process.

E. COMPLIANCE WITH APPLICABLE LAWS

The successful Proposer will be responsible for providing the necessary personnel to conduct all Services associated with implementing the proposed holiday lights plan. Proposer will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (“ADA”), unemployment compensation, and workers’ compensation.

All Proposers must submit the Single-Execution Affidavit attached hereto.

II. SCOPE OF SERVICES: OUTLINE OF SERVICES REQUESTED.

- A.** Proposed design including type of lighting, decorations and locations that are in line with the Town’s “Uptown Beachtown” branding. Decorated areas should, at a minimum, include: in the Downtown Corridor along Harding Avenue from 94th Street to 96th Street; Veterans Park located at 8750 Collins Avenue; and on all four Town entry point monuments (one on 87th Terrace and Collins Avenue; two located at 96th Street and Harding Avenue; and one at 96th Street between Bay Drive and the 500 Block). The proposal should also include proposed design for the Town’s trees and pocket parks, identified on Attachment B hereto.
- B.** Proposed project time frame, including design deadlines and time to implement proposed design.
- C.** A statement of understanding of issues and opportunities related to this project and how the Proposer is uniquely qualified.
- D.** Provide a description of the work process.

III. DETAILED COST PROPOSAL.

Provide a detailed budget and task cost outline for Services as described in Part II, along with a payment schedule for services.

As the Town may award an agreement based on the proposal, a proposer should make its proposal on the most favorable terms available. The Town reserves the right, however, to have discussions with those proposers falling within a competitive range, and to request revised pricing and rate offers from them in order to make an award or conduct negotiations to get the best value and most favorable terms for the Services.

IV. RFP STIPULATIONS.

A. Rejection of Proposals.

The Town reserves the right, in its sole discretion, to reject any or all Proposals in whole or in part, without incurring any cost or liability whatsoever. The Town reserves the right to cancel or discontinue the RFP and/or solicitation. All Proposals will be reviewed for completeness of the submission requirements. If a Proposal fails to meet a requirement of the RFP, is incomplete, or contains irregularities, the Proposal may be rejected. Any proposal may be rejected if, in the Town's sole discretion, the Town determines the Proposal not to be sufficiently competitive, or where the cost is not reasonable.

Proposals that contain false or misleading statements may be rejected if, in the Town's sole discretion, the Town determines the information was intended to mislead the Town regarding a requirement of the RFP.

B. Evaluation Process and Highest Scored Bidders.

An evaluation committee will review all Proposals received to determine the compliance and responsiveness with the requirements of this RFP. The Town reserves the right to determine the suitability of Proposals on the basis of a Proposer's ability of meeting requirements, quality and performance of the proposed services proposed and cost.

During the evaluation process, the Town may require a Proposer's representative to answer questions and/or provide additional information with regard to the Proposal and require a formal presentation, in person, to the evaluation committee and/or Town Commission.

The following criteria will be used in reviewing and comparing the proposals and in determining the selected proposal. The weight to be assigned to each criterion appears following each item:

1. Submission Requirements (10%)

Responsiveness of the proposal to the submission requirements set forth in the RFP and compliance with the Town's contracting requirements.

2. Scope of Services (25%)

The methods, technical ability, capacity, and flexibility of the proposer to perform the services, including proposed methods to be used in completing the holiday lights.

3. Experience (40%)

Level and expertise of proposed project team and key personnel that would be assigned to the project, as well as client references and demonstrated leadership and success in similar projects.

4. Cost Structure (25%)

The total cost of the Proposal. Costs will be evaluated only if a Proposal is determined to be otherwise qualified. Costs should be itemized by project tasks with proposed hourly rates identified.

The award of the Agreement will be to the Proposer the Town believes is the most responsive and responsible, and in the best interest and most advantageous to the Town. Final selection and award will be made by the Tourist Board and Town Commission. In no case will an award be made until all necessary investigations have been made into the responsibility of the Proposer and the Town is satisfied that the Proposer is qualified to perform the Services and have the necessary organization, capital and equipment to carry out the Services in the specified timeframes.

If the Town accepts a Proposal, the Town will provide a written notice of award to the responsive and responsible Proposer, who meets all necessary requirements of this RFP. Subsequently, the Town, will negotiate an agreement, in substantially the form attached hereto as Attachment "A."

The Town, if unable to negotiate a reasonable price with one proposer, may seek others to submit a price.

The Town will select the most qualified Proposer whose Proposal best serves the interests of and represents the best value to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town. The Town will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the Town deems pertinent and will select the Proposer that is deemed to be most qualified. The Town will be the sole judge in determining the most qualified Proposer.

V. SUMMARY OF REQUIRED FORMAT FOR SUBMITTAL CONTENTS.

To qualify for evaluation, all Proposals must conform to the following format with required submittal contents, utilizing the following subject areas and order of documents. (For full details of requirements, refer to the Submission Requirements, Section II and the Outline of Services Section III.)

1. Title Page

Include the project name (Holiday Lights for the Town of Surfside).

The Proposer company name, address, phone, contact person and e-mail with date of submittal.

2. Table of Contents

Outline all proposal sections as required in the RFP with page numbers and necessary attachments.

3. Letter of Transmittal

Provide a signed letter on company letterhead stating the names of the employees and titles who are authorized to represent the company and that the contact signing the letter is authorized to bind the company. Specify if your company is a Small Business, Minority-Owned Firm or Women's Business Enterprise.

4. Qualifications and Capabilities of The Proposer

Provide all information as described under Part I: Submission Requirements in each of the following areas:

- (i) Contact Information, Expertise and Project Management
- (ii) Documentation of Credentials, Capabilities and Financial Data
- (iii) Project Team and Key Personnel Resumes and Experience
- (iv) Similar Projects and References
- (v) Compliance with Applicable Laws

5. Scope of Services

Provide a detailed Scope of Services as outlined in Part II of this RFP, with detailed approach to A through D.

6. Detailed Cost Proposal

Provide a detailed cost proposal as outlined in Part III and address all items detailed in Part II. Proposals which fail to include and address all required items may be deemed non-responsive and will not be considered.

Upon request of the Town, Proposer shall provide services, in addition to retained services, at hourly rates agreed upon.

7. Completed Forms

Provide the forms attached hereto completed.

VI. RFP QUESTIONS.

Requests for additional information or clarifications must be made in writing and received by Sandra Novoa, Town Clerk specified in the Public Notice Section of this RFP, in accordance with the deadline for receipt of questions specified in the Public Notice Section of this RFP.

The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued no later than Tuesday, April 16, 2019 per the RFP Calendar. All persons attending the pre-RFP Submission Conference or submitting questions via e-mail will receive the Town's response. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

VII. FINAL REVIEW PROCESS.

The Town retains the right to adjust specifications, timing, and scoring at staff discretion.

VIII. DEADLINE, COPIES AND ADDRESS FOR SUBMITTAL.

Sealed Proposals will be accepted in accordance with the instructions detailed in this RFP. The Proposer shall file all documents necessary to support its response and shall include

them with its Proposal. Each Proposer shall be responsible for the actual delivery of responses no later than 2:00 pm on Tuesday, April 23, 2019 at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.

A Proposer may withdraw their Proposal at any date and time prior to the time the Proposals are scheduled to be opened and may be resubmitted by the scheduled opening. Proposals may not be cancelled or modified after the submission deadline.

1.4 CONTRACT EXECUTION.

An agreement will be negotiated and executed between the selected Proposer and the Town, in substantially the form attached hereto. The successful operation of this agreement requires that the selected Proposer act in good faith in all matters relating to carrying out the Services and the interpretation of the contract documents.

1.5 CAPITAL EXPENDITURES.

The selected Proposer understands that any capital expenditures, or expenses incurred by Proposer, in order to perform the services required in this RFP, is a business risk. The Town is not required, and shall not, pay or reimburse any capital expenditures or any other expenses, incurred by any Proposer.

1.6 HOLD HARMLESS AND INDEMNIFICATION.

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

1.7 RESERVATION OF RIGHTS.

I. Town Reserves the Right To:

- A. Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the interests of, and represent the best value and most advantageous to the Town.
- B. Reject any and all qualifications and to seek new qualifications when such a procedure is reasonably in the best interest of the Town.
- C. Investigate the financial capability, integrity, experience, and quality of performance of each Proposer, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP.
- D. Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
- E. Conduct personal interviews of any or all Proposers prior to selection (the Town shall not be liable for any costs incurred by the Proposer(s) in connection with such interviews).
- F. Waive any of the immaterial conditions or criteria set forth in this RFP.
- G. The Town reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the Town deems best qualified for the project.

II. Addendum

The Town may issue an addendum in response to any inquiry received by Friday April 12, 2019, which changes, adds to, or clarifies the terms or provisions of this solicitation. The Proposer shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this RFP and any addenda issued. Where there appears to be a conflict between this RFP and any addenda, the last addendum shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda, and any accompanying documentation.

1.8 INSURANCE REQUIREMENTS.

The Proposer shall secure and maintain throughout the duration of the agreement for Services, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of

Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

- b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

I. Certificate of Insurance.

Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Proposer shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

II. Additional Insured.

Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Proposer in performance of this Agreement. The Proposer's insurance, including that applicable to the

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

III. Deductibles.

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

1.9 LAWS AND REGULATIONS.

All applicable Federal, State of Florida, Miami-Dade County and Town laws and regulations shall apply to any contract awarded as a result of this Request for Proposal. Specific reference is made to Town Ordinance 09-1543 which allows a five (5%) per cent local preference in scoring to holders of current Town Local Business Tax Receipts for business which are physically located with the Town of Surfside limits and three (3%) per cent to local businesses located within a ten (1) mile radius of the Town's corporate limits.

1.10 CONE OF SILENCE

Notwithstanding any other provision of these specifications, the provisions of the Town's "Cone of Silence" are applicable to this transaction. The entirety of these provisions can be found in the Town Code Chapter 3, Section 3-17, available online at the following link:

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH3PU_S3-17COSI .

Violation of the Cone of Silence by a particular proposer shall render any RFP award or bid award to said proposer voidable by the Town Commission and/or Town Manager.

1.11 FORMS & ATTACHMENTS.

The following forms are made part of this RFP and must be submitted with the response to the RFP:

Form 1: Response Checklist

Form 2: Proposal Information Form

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit

Form 6: Dispute Disclosure

Form 7: List of Proposed Subcontractors

Form 8: Reference Letters

Furthermore, the following attachments are provided:

Attachment “A” Form Professional Services Agreement

Attachment “B” List of Trees and Pocket Parks

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FORMS

The following forms are made part of this RFP and must be submitted with the response to the RFP:

Form 1: Response Checklist

Form 2: Proposal Information Form

Form 3: Certificate of Authority (Complete one of the two forms as applicable)

Form 3A: Certificate of Authority (for Corporations or Partnerships)

Form 3B: Certificate of Authority (for Individuals)

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit

Form 6: Dispute Disclosure

Form 7: List of Proposed Subcontractors

Form 8: Reference Letters

**Form 1
RESPONSE CHECKLIST**

- _____ Form 1: Response Checklist**
- _____ Form 2: Proposal Information Form**
- _____ Form 3: Certificate of Authority (Complete one of the two forms as applicable)**
 - _____ Form 3A: Certificate of Authority (for Corporations or Partnerships)**
 - _____ Form 3B: Certificate of Authority (for Individuals)**
- _____ Form 4: Acknowledgment of Addenda**
- _____ Form 5: Single Execution Affidavit**
- _____ Form 6: Dispute Disclosure**
- _____ Form 7: List of Proposed Subcontractors**
- _____ Form 8: Reference Letters**

Form 2
PROPOSAL INFORMATION FORM

I certify that any and all information contained in this RFP is true. I certify that this RFP is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a RFP for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFP, and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

FIRM NAME

PRINCIPAL BUSINESS ADDRESS

TELEPHONE

FACSIMILE

EMAIL ADDRESS

**FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER
LICENSE NO.**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL**

NAME

TITLE

AUTHORIZED SIGNATURE

**FORM 3A
CERTIFICATE OF AUTHORITY
(if Corporation)**

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____

_____ a business existing under the laws of the State of _____

_____, (the "Entity") held on _____, 20____, the following

resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____

_____ of the Entity, be and is hereby authorized to

execute this Proposal dated _____, 20____, on

behalf of the Entity and submit this Proposal to the Town of

Surfside, and this Entity and the execution of this Certificate of

Authority, attested to by the Secretary of the Corporation, and with

the Entity's Seal affixed, will be the official act and deed of this

Entity."

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of

the Entity this _____ day of _____, 20____.

Secretary: _____

Print Name: _____

President: _____

Print Name: _____

(Seal)

**FORM 3B
CERTIFICATE OF AUTHORITY
(if Individual)**

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and
all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and
submit this Proposal to the Town of Surfside, and the execution of this Certificate of
Authority, attested to by a Notary Public, _____, will be the official act and deed of this
attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the
undersigned, personally appeared _____, whose
name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they
executed it.

Witness my hand and official seal:

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____
_____)

_____ Did take an oath; or

_____ Did not take an oath

FORM 4
ACKNOWLEDGEMENT OF ADDENDA

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:
(Check the box next to each addendum received)

<input type="checkbox"/> Addendum 1	<input type="checkbox"/> Addendum 6
<input type="checkbox"/> Addendum 2	<input type="checkbox"/> Addendum 7
<input type="checkbox"/> Addendum 3	<input type="checkbox"/> Addendum 8
<input type="checkbox"/> Addendum 4	<input type="checkbox"/> Addendum 9
<input type="checkbox"/> Addendum 5	<input type="checkbox"/> Addendum 10

NAME OF ENTITY

AUTHORIZED SIGNATURE

PRINT NAME

DATE

Public Entity Crimes Affidavit

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

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.

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

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

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

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

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit/Anti-Kickback

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer further warrants that no portion of the sum herein proposed will be paid to any employees of the Town, its elected officials, the Consultant or Sub-Consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Proposer Initials

Business Entity Affidavit

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

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Town of Surfside or any person interested in the proposed Contract.
4. Neither the undersigned, nor the person, firm or corporation named above, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

Proposer Initials

Scrutinized Company

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the Town may immediately terminate the Agreement that may result from this RFP at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Drug-Free Workplace

The undersigned Proposer, in accordance with Section 287.087, Florida Statutes, hereby certifies that the Proposing/Bidding Entity does:

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

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

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

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____
_____)

_____ Did take an oath; or

_____ Did not take an oath

**FORM 6
DISPUTE DISCLOSURE**

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Surfside.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

Form 7
LIST OF PROPOSED SUBCONTRACTORS

The undersigned Proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information shall be grounds for rejection of the bidder's proposal. (If no subcontractors are proposed, state "None" on first line below.)

No.	Subcontractor Name & Address	Scope of Work	License Number

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

**FORM 8
REFERENCES
IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONTRACTOR TO PROVIDE A MINIMUM OF THREE REFERENCE LETTERS.**

REFERENCE #1

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include information explaining approach to decorations, date performed, and details on size/scope of work/complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #2

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include information explaining approach to decorations, date performed, and details on size/scope of work/complexity) _____

Is the Contract still Active? Yes _____ **No** _____

REFERENCE #3

Public Entity Name: _____

Reference Contact Person/Title/Department: _____

Contact Number & Email _____

Public Entity Size/Number of Residents/Square Mileage: _____

Event(s) Completed (include information explaining approach to decorations, date performed, and details on size/scope of work/complexity) _____

Is the Contract still Active? Yes _____ **No** _____

**ATTACHMENT “A”
FORM PROFESSIONAL SERVICES AGREEMENT**

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE AND**

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2019 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and _____, a _____ whose address is _____ (hereinafter the “Consultant”).

WHEREAS, the Town issued Request for Proposals No. ____ (“RFP”), soliciting holiday decorations for the Town and the Consultant submitted a response to the RFP to provide the general marketing services; and

WHEREAS, the Consultant will provide holiday lights to assist the Town with promoting the Town to bring visitors to the Town to enjoy and patronize its hotels, restaurants, and other recreational activities (“Services”); and

WHEREAS, the Consultant and Town, through mutual negotiation, have agreed upon the fees for the Services; and

WHEREAS, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

1. **Scope of Services.**

- 1.1 Consultant shall provide the Services set forth in the proposal attached hereto as Exhibit “A” and incorporated herein by reference.
- 1.2 Consultant shall perform all necessary tasks and services (hereinafter “Deliverables”).
- 1.3 Upon the Town’s request, in writing, for additional services the Consultant shall render additional services specified by the Town at the rates agreed upon and described in this Agreement (“Additional Services”).

2. **Term/Commencement Date.**

- 2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect for one (1) year. Thereafter, the Town shall have the option to renew for three additional one (1) year terms; unless earlier terminated in accordance with Paragraph 8.
- 2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended, in writing, by the Town Manager.

3. **Compensation and Payment.**

- 3.1 Compensation for Services and Additional Services shall be provided by Consultant in accordance with the hourly rates as described in the Schedule of Rates, attached hereto as Exhibit "B."
- 3.2 Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement and shall not be in an amount to exceed \$_____. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the hourly rates as stated in the Schedule of Rates. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

4. **Subconsultants.**

- 4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Town Manager, which approval shall be in Town Manager's sole and absolute discretion.

5. **Town's Responsibilities**

- 5.1 Town shall make available any staff and representatives, and provide criteria requested by Consultant to assist Consultant in providing the Services, Deliverables, and Additional Services.
- 5.2 Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.

6.2 The Consultant hereby warrants and represents that at all times during the Term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

8. **Termination.**

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days' written notice to the Consultant, or immediately with cause.

8.2 Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

8.3 In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

- 9.1 Consultant shall secure and maintain throughout the duration of this Agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
- e. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - f. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.
 - g. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
 - h. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.
- 9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to

Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

- 9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 9.4 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 9.5 The provisions of this section shall survive termination of this Agreement.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

12. **Indemnification.**

12.1 Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's performance or non-performance of this Agreement.

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

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Guillermo Olmedillo
 Town Manager
 Town of Surfside
 9293 Harding Avenue

Surfside, FL 33154

With a copy to: Lillian Arango, Esq.
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.A.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

For the Consultant: _____

Attn: _____

14. **Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. **Ownership and Access to Records and Audits.**

16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and

confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

- 16.2 Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

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

CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Custodian of Records: Sandra Novoa, MMC
Mailing address: 9293 Harding Avenue,
Surfside, Florida 33154
Telephone number: 305-861-4863
Email: snovoa@townofsurfsidefl.gov

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

21. **Waiver**
- 21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
22. **Survival of Provisions**
- 22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees.**
- 23.1 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 Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Public Entity Crimes Affidavit**
- 24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
25. **Counterparts**
- 25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
26. **Background Checks**
- 26.1 The Consultant will be responsible for maintaining current background checks on all employees and subcontractor employees involved in the performance of the Services. Background checks must be performed prior to the performance of any Services by the employee under this Agreement. Written verification of any background checks must be provided to the Town at the request of the Town Manager.
27. **Termination Due To Lack of Funds.**

27.1 This Agreement is subject to the condition precedents that: (i) Town funds are available, appropriated, and budgeted for the Services; (ii) the Town secures and obtains any necessary proceeds, grants or loans for the accomplishment of the Services pursuant to any borrowing legislation adopted by the Town Council relative to the Services; and (iii) Town Council enacts legislation or other necessary Resolutions, which award and authorize the execution of this Agreement.

28. **Non-Exclusive Agreement**

28.1 The Town reserves the right to procure or acquire similar services from another provider while this Agreement is in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

FOR THE CONSULTANT:

_____,

By: _____

Name: _____

Title: _____

Date Executed: _____

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

FOR THE TOWN:

**TOWN OF SURFSIDE, a
Florida municipal corporation**

By: _____
Guillermo Olmedillo, Town Manager

Date Executed: _____

Attest:

By: _____
Sandra Novoa, Town Clerk, MMC

Approved as to Form and Legal Sufficiency:

By: _____
Town Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
SCHEDULE OF RATES

ATTACHMENT "B"

