

TOWN OF SURFSIDE
REQUEST FOR PROPOSALS



RFP No. 2023-03
TOURIST BOARD SPECIAL EVENTS
CONSULTANT

The Town of Surfside Commission:

Mayor Shlomo Danzinger
Vice Mayor Jeffrey Rose
Commissioner Fred Landsman
Commissioner Marianne Meisheid
Commissioner Nelly Velasquez

The Town Tourist Board:

Chair Eli Tourgeman
Vice-Chair Ben Jacobson
Diana Gonzalez
David Karp
Ezequiel Singer
Commission Liaison Mayor Shlomo Danzinger

Town of Surfside
9293 Harding Ave
Surfside, Florida 33154

ISSUE DATE: June 28, 2023
RFP OPENING DATE: August 3, 2023
RFP OPENING TIME: 11:00 A.M.



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Town of Surfside, Florida (“Town”) is soliciting proposals for a Special Events Consultant to support the Town’s Resort Tax Board (“Tourist Board”). Interested companies, firms, and individuals (“Proposers”) may pick-up a copy of Request for Proposals **No. 2023-03** (“RFP”) to be issued on **June 28, 2023**, at Town Hall, 9293 Harding Avenue, Town Clerk’s Office, Second Floor, Surfside, Florida, 33154 or view the RFP online at www.townofsurfsidefl.gov. The RFP contains detailed information about the scope of services, submission requirements, and selection procedures.

One (1) original, seven (7) copies, and a USB containing the electronic files of the completed and executed submissions (“Proposals”) must be delivered to the following address no later than **11:00 a.m. on Thursday, August 3, 2023**.

**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. 2023-03 TOURIST BOARD SPECIAL EVENTS CONSULTANT**

A non-mandatory **pre-bid submission conference** is scheduled for **Monday, July 10, 2023, at 11:00 am at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida**. All Proposers planning to submit Proposals are encouraged to 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 special events consulting services for the Town’s Tourist Board. The agreement will be awarded by the Town to the Proposer with the Proposal that will best serve the Town’s interests, represent the best value to the Town, and be most advantageous to the Town, in accordance with the criteria set forth in the RFP.

The Town reserves the right to reject any or all proposals, with or without cause, to discontinue the RFP or solicitation, to waive technical errors and informalities, and to accept the Proposal

Town of Surfside, Florida
RFP No. 2023-03 – Special Events Consultant

that will best serve the Town’s interests, represent the best value to the Town, and be most advantageous 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 for award of a contract. 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. 2023-03 are to be directed in writing to Sandra McCreedy, MMC, Town Clerk, via e-mail at smccreedy@townofsurfsidefl.gov or by hand-delivery or mail to the following address: Town of Surfside, Attn: Town Clerk, 9293 Harding Ave., Second Floor, Surfside, Florida 33154. The deadline to submit questions to the Town Clerk is Friday, July 14, 2023, by 5:00 p.m.

The following schedule shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.

RFP SCHEDULE OF EVENTS			
No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of Solicitation Cone of Silence Begins	Wednesday, June 28, 2023	
2	Pre-Bid Submission Conference (Non-Mandatory)	Monday, July 10, 2023	11:00 a.m.
3	Deadline to Submit Questions	Friday, July 14, 2023	5:00 p.m.
4	Proposals Deadline	Thursday, August 3, 2023	11:00 a.m.
5	Proposals Opened by Town Clerk	Thursday, August 3, 2023	11:00 a.m.

SECTION 1
SERVICES NEEDED

- 1. Introduction.** This Request for Proposal (“RFP”) is issued by the Town of Surfside, Florida in conjunction with its Resort Tax Board, also known as the Town’s Tourist Board, hereinafter collectively referred to as the “Town” in accordance with Chapter 3, “Purchasing” and Chapter 70, Article IV, Division 2, “Resort Tax Board” of the Town’s Code of Ordinances.
- 2. Term of Agreement & Contingency for Availability of Funds**
 - 2.1.** The initial term for an agreement made pursuant to this RFP will be one (1) year. The agreement may be renewed thereafter by the Tourist Board for up to three (3) additional one (1) year periods.
 - 2.2.** An award of this RFP and any subsequent agreement or renewals shall be subject to, and contingent upon, the proper appropriation and availability of funds budgeted to the Tourist Board.
- 3. Scope of Services**
 - 3.1.** The Town’s Tourist Board is seeking qualified companies, firms, and individuals (“Proposers”) of special events consulting services to submit responses to this RFP to assist in organizing and executing various tourism events, requiring professional event management, adherence to budget constraints, collaboration with Town staff, staying updated on industry trends, meeting timelines, providing event recaps, and maintaining effective communication with the Town (the “Services”).
 - 3.2.** The Proposer shall provide all necessary labor, materials, and equipment to provide the Services.
 - 3.3.** At a minimum, the Services must include the following:
 - 3.3.1.** Plan, produce and execute all events requested by the Tourist Board, ensuring successful implementation regardless of their scale.
 - 3.3.2.** Stay updated on industry trends and innovations to introduce fresh event experiences and concepts to the Tourist Board.
 - 3.3.3.** Adhere to the Tourist Board's specified timeline and deliver all required materials and outcomes as per their requests.
 - 3.3.4.** Demonstrate the ability to organize and execute pop-up events within a one-week notice period.
 - 3.3.5.** Present comprehensive event recaps to the Tourist Board, highlighting achievements and suggesting areas for improvement.
 - 3.3.6.** Maintain prompt responsiveness to the Town's event-related requests, providing support within two business days of receiving Town staff or Tourist Board communication.
 - 3.3.7.** Consultant to provide probable cost estimate prior to event and actual cost post event. Post event cost report should detail any work performed by sub-contractors.
 - 3.3.8.** Provide the Tourist Board with accurate estimates of billable hours for each event as directed by their requirements.

- 3.3.9.** Ensure adherence to the Town's marketing and brand guidelines when planning and executing events for the Tourist Board.
- 3.3.10.** Utilize the Town's communication channels effectively to promote all requested events and maximize their visibility and reach.
- 3.3.11.** Attend Tourist Board meetings and actively engage with the Board, providing support and addressing any event-related issues that may arise, collaborating with Town staff between meetings as necessary.
- 3.3.12.** Consultant shall be available to meet with Tourist Board members when requested.
- 3.3.13.** Provide services that support the Town and the Tourist Board's overall efforts to promote the Town, including assistance in the development of a comprehensive marketing and public relations strategy to enhance the Town's visibility and attract tourists.

[END OF SECTION]

SECTION 2
INFORMATION FOR PROPOSERS

- 1. Introduction to the Town of Surfside, the Resort Tax, and the Tourism Board.** The Town is a coastal municipality located in northeastern Miami-Dade County, Florida and is one of only three in the State which imposes 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. The receipts from the Resort Tax are maintained in a separate special revenue fund (the "Tourist Resort Tax Fund") within the Town's budget.

Thirty four percent (34%) of the total Resort Tax collection funds the Tourist Board's marketing and special events operation while the remaining 66% funds Community Center operations including programming and Parks and Recreation events. Additional information regarding this unique revenue generating opportunity can be found in [Section 69-A, "Resort Tax"](#) of the Town Charter and [Article IV, "Resort Tax," Chapter 70, "Taxation"](#) of the Town Code.

- 2. 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.
- 3. Requests for Additional Information or Clarification/Addenda.**
 - 3.1.** Requests for additional information or clarifications must be made in writing and received by Sandra McCreedy, Town Clerk specified in the Public Notice Section of this RFP, in accordance with the deadline for receipt of questions specified in the Schedule located in Section 3 of this RFP.
 - 3.2.** The Town will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda. All persons attending the pre-Bid Submission Conference or submitting questions via e-mail will receive the Town's response.
 - 3.3.** If the Town finds it necessary to add to or amend this RFP prior to the submittal deadline, the Town will issue written addenda. Each Proposer must acknowledge receipt of each addendum and provide it with its Proposal.
 - 3.4.** The Town may issue an addendum in response to any inquiry received by the deadline set forth in the Schedule, which changes, adds to, or clarifies the terms or provisions of this solicitation.
 - 3.5.** 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.

- 4. Deadlines, 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 the date and time set forth in the Schedule at the Town of Surfside Town Hall, 9293 Harding Avenue, Second Floor Commission Chambers, Surfside, Florida.
- 5. Withdrawal of Proposals.** 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.
- 6. 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.
- 7. Capital Expenditures.** The selected Proposer understands that any capital expenditures, or expenses incurred by Proposer, in order to perform the Services required by 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, unless by mutual agreement between the Tourist Board and the Proposer with relation to special events tasks.
- 8. 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.
- 9. Town's Reservation of Rights.** The Town reserves the right to:
 - 9.1.** Accept any or all responses, and the right, in its sole discretion, to accept the Proposer who will best serve the Town's interests, represent the best value to the Town, and be most advantageous to the Town.
 - 9.2.** Reject any and all qualifications and to seek new qualifications when such a procedure is in the best interest of the Town.
 - 9.3.** 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 Proposal.
 - 9.4.** Investigate the Proposer's qualifications or any of its agents, as it deems appropriate.
 - 9.5.** 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).
 - 9.6.** Waive any of the immaterial conditions or criteria set forth in this RFP.
 - 9.7.** 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.
 - 9.8.** The Town retains the right to adjust specifications, timing, and scoring at staff discretion.

10. INSURANCE REQUIREMENTS. Proposers shall provide evidence of the ability to meet the following insurance requirements as required by the Town:

10.1. Proposer shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to 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.

10.1.1. 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.

10.1.2. 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.

10.1.3. 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.

10.1.4. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

10.2. 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 Proposer shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the 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 Certificate(s) is subject to approval of the Town.

10.3. 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 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.

10.4. 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.

11. Laws and Regulations; Local Preference.

11.1. 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 RFP.

11.2. Proposers shall comply with all federal, state, and local laws, including but not limited to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation.

11.3. Proposers should familiarize themselves with Section 3-6 of the Town's Code of Ordinances which allows a five (5%) percent local preference in scoring to holders of current Town Local Business Tax Receipts for businesses which are physically located with the Town's limits and three (3%) percent to local businesses that are located within a ten (10) mile radius of the Town's limits.

12. 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_CH3P_U_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.

[END OF SECTION]

SECTION 3
PROPOSAL REQUIREMENTS, EVALUATION CRITERIA, & SELECTION PROCESS

1. Proposal Requirements/Qualification Package

- 1.1.** 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 shall respond to the criteria outlined in this RFP.
- 1.2.** Any Proposer wishing to provide the Services, as described in this RFP, must submit: (i) one (1) original Proposal; (ii) seven (7) complete copies of Proposal; and (iii) a USB containing the electronic files that include, at a minimum, the documentation requested in this RFP.
- 1.3.** To qualify for evaluation, in addition to any other requirements stated in this RFP, the Proposer shall submit a proposal that includes all of the following information, appropriately tabbed and titled, in this order (“Proposal”):
 - 1.3.1. Cover Page.** Each Proposal shall have a cover page entitled “Special Events Consultant Proposal for Town of Surfside RFP No. 2023-03.” The cover page should include the Proposer’s company name, address, phone, contact person and e-mail with date of submittal.
 - 1.3.2. Table of Contents.** Outline all proposal sections as required in the RFP with page numbers and necessary attachments.
 - 1.3.3. Letter of Intent.** A letter of intent shall be provided that briefly introduces the Proposer and the aspects of the proposal. The letter should be signed and 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. Please specify if your company is a Small Business, Minority-Owned Firm or Women’s Business Enterprise.
 - 1.3.4. Firm’s 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, and the Proposer’s expertise in providing the Services.
 - 1.3.5. Principal in Charge’s Experience:** This individual must have a minimum of five (5) years’ experience in providing the Services. This individual must be capable of speaking and making decisions on behalf of the Proposer.
 - 1.3.6. Project Team Resumes/CVs and Experience:** Proposers shall 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.
 - 1.3.7. Credentials, Capabilities and Financial Data:**

- 1.3.7.1.** Proof of authorization to transact business in Florida.
 - 1.3.7.2.** The Proposer shall have a minimum of one (1) year of continuous operation under the same name with official complaint history within the last year, and a list of current and past clients and/or employers with emphasis on Florida local governments. The team working on the Project must have prior experience within the past two (2) years of providing similar Services.
 - 1.3.7.3.** Proposers must provide their business overview, financial state of the business, annual revenue for past one (1) year, and the names and addresses of all persons having a financial interest in the firm.
 - 1.3.7.4.** Any other supporting documentation the Proposer deems necessary to demonstrate the capability to provide and implement the Services, as outlined in this RFP.
 - 1.3.8. Similar Projects and References.** Past performance information will be collected on all Proposers. Proposers are to submit at least three (3) relevant clients and/or employers 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.
 - 1.3.9. Services Proposal.** Submit a detailed scope of services including, at a minimum, the Services requested in Section 1 of this RFP. Proposals which fail to include and address all required Services listed in this RFP may be deemed non-responsive and may not be considered.
 - 1.3.10. Fee Proposal.** Submit the required Form 8 Fee Proposal. Fee Proposals should include hourly rates to fulfill the requirements of the Scope of Services. The fee proposal should provide a detailed budget and task cost outline for the Services described in Section 1 of this RFP. 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.
 - 1.3.11. Proof of Insurance.** Proposals shall include proof of insurance meeting the minimum requirements set forth in this RFP.
 - 1.3.12. Forms.** Proposals shall include executed originals of all forms included in this RFP.
- 2. Evaluation Criteria.** Proposals will be evaluated and ranked according to the following criteria and respective weights:
 - 2.1. Submission Requirements (10 Points).** Responsiveness of the proposal to the submission requirements set forth in the RFP and compliance with the Town’s contracting requirements.
 - 2.2. Scope of Services (35 Points).** The methods, technical ability, capacity, and flexibility of the proposer to perform the Services, including proposed methods to be used in completing the Services.

2.3. Experience (20 Points). Level and expertise of proposed project team and key personnel that would be assigned to the project, as well as client and/or employer references and demonstrated leadership and success in similar projects.

2.4. Cost Structure (35 Points). Costs should be itemized by tasks with proposed hourly rates identified.

3. Process of Selection.

3.1. An evaluation committee, to include the Tourist Board, will review all Proposals to determine 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 and cost.

3.2. 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, the Tourist Board, and/or the Town Commission.

3.3. 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.

3.4. The award of the Agreement will be to the Proposer the Town believes is the most responsive and responsible, provides the best value, and is in the best interest and most advantageous to the Town. The Town will act, at its sole discretion, in what it considers to be in the best interest of the Town.

3.5. Final selection and award will be made by the Tourist Board contingent on Town Commission approval. 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.

3.6. 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."

3.7. The Town, if unable to negotiate a reasonable agreement price with one proposer, may negotiate with the next highest-ranked bidder.

4. Schedule of Events. The following schedule shall govern this RFP. The Town reserves the right to change the scheduled dates and times at its sole discretion.

Town of Surfside, Florida
RFP No. 2023-03 – Special Events Consultant

RFP SCHEDULE OF EVENTS			
No.	Event	Date	Time (EST)
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[END OF SECTION]

SECTION 4
ATTACHMENTS

The following attachment is provided as part of this RFP:

Attachment A: Form Professional Services Agreement

[END OF SECTION]

SECTION 5
FORMS

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

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

Form 1
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 an 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**

**MUNICIPAL BUSINESS TAX RECEIPT
OR OCCUPATIONAL LICENSE NO.**

NAME

TITLE

AUTHORIZED SIGNATURE

FORM 2A
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 2B
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 3
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

FORM 4
SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR BIDDING ENTITY

By: _____
INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR BIDDING ENTITY

Americans with Disabilities Act Compliance Affidavit

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

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

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 Proposer or Sub-Proposers, 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 5
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 6
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 7
REFERENCES**

**IN ADDITION TO THE INFORMATION REQUIRED ON THIS FORM,
CONSULTANT 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, date(s) 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, date(s) 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, date(s) performed, and details on size/scope of work/complexity) _____

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

FORM 8
FEE PROPOSAL

Provide hourly rates as itemized below:

Tasks	Hourly Rate
Event Coordination:	\$ _____
Marketing:	\$ _____
Event Planning:	\$ _____
Event Execution:	\$ _____
Meeting Attendance:	\$ _____
Other Tasks as Proposed by Proposer (Optional):	
_____ :	\$ _____
_____ :	\$ _____
_____ :	\$ _____
_____ :	\$ _____

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE AND
[INSERT CONSULTANT'S NAME]**

THIS AGREEMENT ("Agreement") is made effective as of the ____ day of _____, 2023 ("Effective Date"), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, ("Town"), and **[INSERT CONSULTANT'S NAME]**, a **[INSERT TYPE OF ENTITY]** ("Consultant").

WHEREAS, the Town issued Request for Proposals No. 2023-03 ("RFP"), soliciting a special events consultant for the Town and the Consultant submitted a response to the RFP; and

WHEREAS, the Consultant will provide special events consulting ("Services," as further described below); 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 (the "Services").
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.
- 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, unless earlier terminated in accordance with Paragraph 8.

Additionally, the Town Manager may renew this Agreement for up to three (3) additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant.

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 may be granted or withheld in the 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; Representations and Warranties

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.
- 6.3.** Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.
- 6.4.** The 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.

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 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.

9.1.1. 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.

9.1.2. 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.

9.1.3. 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.

9.1.4. 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 negligent acts, errors, or omissions arising out of the 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 negligent performance or non-performance of this Agreement.

12.2. Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

13. Indemnification

13.1. 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.

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

14. Notices/Authorized Representatives

14.1. 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 addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

15. Governing Law and Venue

15.1. 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.

16. Entire Agreement/Modification/Amendment

16.1. This writing contains the entire Agreement of the parties and supersedes 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.

16.2. 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.

16.3. 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.

17. Ownership and Access to Records and Audits

17.1. 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).

17.2. 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.

- 17.3.** 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.
- 17.4.** 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.
- 17.5.** 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.
- 17.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 17.7.** 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.
- 17.8. Notice Pursuant to 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: Sandra McCready, MMC, 9293 Harding Avenue, Surfside, Florida 33154, 305-861-4863, smccready@townofsurfsidefl.gov.**

18. Nonassignability

- 18.1.** 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.

19. Severability

19.1. 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.

20. Independent Contractor

20.1. 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.

21. Compliance with Laws

21.1. 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.

22. Waiver

22.1. 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.

23. Survival of Provisions

23.1. 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.

24. Prohibition of Contingency Fees

24.1. 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.

25. Public Entity Crimes Affidavit

25.1. 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.

26. Counterparts

26.1. 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.

27. Background Checks

27.1. 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.

28. Termination Due To Lack of Funds

28.1. 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.

29. Non-Exclusive Agreement

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

30. Boycotts

30.1. The Consultant is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

31. E-Verify Affidavit

31.1. In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Contractor

acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**[Remainder of page intentionally left blank.
Signature page and E-Verify Affidavit follows.]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONTRACTOR

By: _____
Hector Gomez
Town Manager

By: _____
Name: _____

Attest:

Title: _____

Entity: _____

By: _____
Sandra Novoa, MMC
Town Clerk

Approved as to form and legal sufficiency:

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

Addresses for Notice:

Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
hgomez@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian M. Arango, Esq.
Town of Surfside Attorney
2800 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

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 oat

EXHIBIT A
SCOPE OF SERVICES

The Special Events Consultant shall organize and assist with various tourism events, requiring professional event management, adherence to budget constraints, collaboration with Town staff, staying updated on industry trends, meeting timelines, providing event recaps, and maintaining effective communication with the Town. Services to be provided as directed and requested by the Town’s Tourist Board.

The Scope of Services set forth herein shall collectively be referred to as the “Services.” Specifically, Special Events Consultant Services shall include, but not be limited to, the following:

- Plan, produce and execute all events requested by the Tourist Board, ensuring successful implementation regardless of their scale.
- Stay updated on industry trends and innovations to introduce fresh event experiences and concepts to the Tourist Board.
- Adhere to the Tourist Board's specified timeline and deliver all required materials and outcomes as per their requests.
- Demonstrate the ability to organize and execute pop-up events within a one-week notice period.
- Present comprehensive event recaps to the Tourist Board, highlighting achievements and suggesting areas for improvement.
- Maintain prompt responsiveness to the Town's event-related requests, providing support within two business days of receiving Town staff or Tourist Board communication.
- Provide the Tourist Board with accurate estimates of billable hours for each event as directed by their requirements.
- Ensure adherence to the Town's marketing and brand guidelines when planning and executing events for the Tourist Board.
- Utilize the Town's communication channels effectively to promote all requested events and maximize their visibility and reach.
- Attend Tourist Board meetings and actively engage with the Board, providing support and addressing any event-related issues that may arise, collaborating with Town staff between meetings as necessary.
- Provide services that support the Town and the Tourist Board's overall efforts to promote the Town, including assistance in the development of a comprehensive marketing and public relations strategy to enhance the Town's visibility and attract tourists.

**EXHIBIT “B”
SCHEDULE OF RATES**

[TO BE INSERTED ONCE RATES/COMPENSATION FINALIZED]