

ATTACHMENT B

ADDENDUM AND RFQ SOLICITATION

ADDENDUM NO. 2
REQUEST FOR QUALIFICATIONS NO. 2021-083-WG
HOLIDAY LIGHTING
February 16, 2021

This Addendum to the above-referenced RFQ is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

I. ATTACHMENTS:

- Exhibit A: Preproposal Conference
- Exhibit B: Existing Inventory List in Periscope
- Exhibit C: Executed Agreement and Amendments
- Exhibit D: Proposals Received Pursuant to RFP 2017-077-JC

II. REVISION: Section 0100 – Instructions to Respondents & General Conditions, is hereby amended as follows:
Performance and Payment Bond.

Upon request from the City the successful Contractor shall within three (3) calendar days of contract award,
~~Contractor shall~~ furnish a Performance Bond and a Payment Bond from an A-rated Financial Class V Surety Company.

A. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project.

B. Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one year after Final Completion of the Contract.

III. RESPONSES TO QUESTIONS RECEIVED:

Q1: Can the City provide a transcript, video call, a recorded call of the pre-proposal conference held January 29, 2021?

A1: Yes. Please refer to Exhibit A, entitled Preproposal Conference.

Q2: When will we receive an inventory list of the City owned decorations?

A2: Yes. Please refer to Exhibit B, entitled Existing Inventory List.

Q3: When are we able to inspect the City owned decorations?

A3: The City will coordinate inventory inspection with the successful proposer(s).

Q4: Will the City be providing a site map for the preferred decoration locations?

A4: See response to Question No. 2 above.

Q5: Does the City own the light sets or are they going to be renting the light sets through the chosen vendor?

A5: The City owns the light sets. However, additional light sets may be required on a lease-to-own basis or other agreed upon arrangement.

Q6: Does the City participate in any of the installation and removal of the Holiday Lights and Decorations?

A6: No. Installation will be the responsibility of the awarded proposer(s).

Q7: Is the City able to provide last year's diagram and schematics depicting all project corridors?

A7: Please refer to response to Question No. 2, above. The inventory list has renderings of the corridors. This is subject to change at the City's discretion.

Q8: Is the City able to provide the scope of work for Holiday Lighting 2018, 2019 and 2020?

A8: Please refer to Exhibit C, Executed Agreement and Amendments.

Q9: Can the City provide copies of the proposals submitted for the previous Holiday Lighting contract?

A9: Please refer to Exhibit D, Proposals Received Pursuant to RFP 2017-077-JC.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: William Garviso, CPPB	Telephone: 305-673-7000 ext. 7490	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission. Potential proposers that have elected not to submit a response to the RFQ are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,



Alex Denis
Procurement Director

Artistic
Holiday Designs

2020 Holiday Lighting Program

CITY OF MIAMI BEACH • FLORIDA • USA



1 Julia Tuttle entrance

2 41st Street

3 Lincoln Road

4 Police Station
1100 Washington Ave

5 City Hall Campus
1700 Convention Center Dr

6 Sunset Harbor Garage
1900 Bay Rd

7 Anchor Garage
1557 Washington Ave

8 Española Way
405 Española Way

9 Washington Avenue
5th Street to Dade Blvd.



10 Ocean Drive / Lummus Park
5th Street to 16th Street

11 Collins Avenue Medians
between 44th Street and 64th Street

12 5th Street Lenox to Center Median
Lenox to Washington

13 Normandy Fountain
7802 Rue Vendome

14 87th Street

15 Open Space Park
8328 Collins Ave

16 North Shore Youth Center
501 72nd St

17 73rd and Ocean Terrace

18 Fire Station 2
2300 Pine Tree Dr

19 Fire Station 3
5303 Collins Ave

20 South Pointe Beach
5303 Collins Ave



1. Julia Tuttle Entrance

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1. Julia Tuttle Entrance - view 2

Miami Beach / Florida

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1. Julia Tuttle Entrance - view 3

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2



2. 41st Street between waterways

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2



2. 41st Street - change mini light color to pure white

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2



2. 41st Street from Alton Rd to Indian Creek - Prism 3m Pole Decor

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2. 41st Street add-on decor

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2. 41st Street add-on decor

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3. Lincoln Road

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3. Lincoln Road

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3. Lincoln Road - Washington
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3



3. Lincoln Road - Pennsylvania

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3



3. Lincoln Road - Meridan Intersection East

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3



3. Lincoln Road - Lenox - site 1

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3. Lincoln Road - Lenox - site 2

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3. Lincoln Road - Lenox - site 3

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3. 2019 Lincoln Road - move Walk thru Ornament, add 12 palms with fronds
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4



4. Police Department

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4. Police Department - front

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5. Convention Drive / City Hall Campus

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5



6. City Hall Campus on 17th Street - custom silver/white menorah

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6



6. Sunset Garage

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7. Anchor Garage

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Anchor Garage - Add-on 15 trees in colors - blue, green, pink, orange
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8



8. Espanola Way - view 1 - Chandelier Crossing

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8



8. Espanola Way - view 2 - Chandelier Crossing

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9. Washington from 5th to Dade - 1m Pole Decor - every other pole
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10



10. 2019 add: Ribbon Arch with giftboxes

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10



10. 1001 Ocean Drive 10 trunks

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10. 2019: Ocean Drive - Majestic Angels

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10. 2019: Ocean Drive - Sylma with Majestic Decor

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11. Collins from 44th-64th - Majestic Ornament

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11



11. Collins from 44th-64th - Majestic candy cane

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11. Collins from 44th-64th - Majestic Tree and Majestic Giftbox

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12. 5th Street - 6.5ft Snowflake Decor & Palms with fronds

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13. Normandy Fountain - Majestic Angels with Radiant Stars

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Artistic
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13. Normandy Fountain - Custom Tree

Miami Beach / Florida

Artistic
Holiday Designs

14



14. 87th Street
Miami Beach / Florida

Artistic
Holiday Designs



15. Open Space Park

Miami Beach / Florida

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North Shore Park - Lights installed in October, Scroll installed in November

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North Shore Park - Lights installed in October, Scroll installed in November

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17. 73rd & Ocean Terrace - tree lighting

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18. Fire Station 2

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19. Fire Station 3

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20



20. 2019: South Pointe Park

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	LOCATION	DESCRIPTION	DESIGNS ON PAGE
1	Julia Tuttle Entrance	10 trees with fronds 10 tree base decors 1 large custom sign decor 1 pink umbrella 1 blue umbrella	3-5
2	41st street	31 3m Prism Pole Decors 2 Prism Street Crossings 16 palms with fronds - color all pure white 4 ovals decor 1 Frozen Tree 1 Menorah, 4 Dreidels	6-10
3	Lincoln Road	27 Palm Trees with fronds + 6 palm trees with fronds + 12 palms 1 10ft Snowflake 2 10ft Sapin Trees 2 3D Flamingos 4 Jardin Flowers	11-19
4	Police Station	4 palm trees with fronds 4 tree base decors icicle lights 1 2m scroll	20-21
5	City Hall/Convention Dr.	12ft Menorah 30ft tree decorated in pure white & warm white with blue ribbon & spangles 10 trees with fronds + 12 palms with fronds 1,000 ft of icicle lights 3D Starburst	22-23
6	Sunset Garage	Icicle lights on roofline	24
7	Anchor Garage	Three level overhangs will have icicle lighting as shown. 5 trees palm trees: 2 - orange, 1 blue, 1 pink, and 1 green. 15 trees with fronds: 3 orange, 4 blue, 4 pink, and 4 green	25-26
8	Española Way	4 trees with fronds trunk wrapped trees 4 chandelier crossings 60 purple 6" spheres, 60 green 6" spheres, 60 red 6" spheres - TBD with management company	27-28
9	Washington	72 1m pole decor	29

	LOCATION	DESCRIPTION	DESIGNS ON PAGE
10	Ocean Drive / Lummus	12 trees with fronds + 30 trees with fronds + 10 trunks Animated Ribbon Arch 2 ground ribbons 2 Majestic Angels 2 Majestic Giftbox - 6.5ft 2 Majestic Ornaments - 6.5ft Sylma	30-33
11	Collins 46th - 64th	1 Majestic Star 5.9ft 1 Majestic Tree 6.5ft 2 Majestic Gold Candy Canes 6.3ft	34-36
12	5th street	12 tree with fronds 2 Majestic Snowflakes	37
13	Normandy Fountain	12 Palm Trees with fronds Custom Miami Beach Sign, Custom Tree 2 Majestic Angels 2 Radiant Stars	38-39
14	87th Street	Branch wrapped trees in pure white Frozen tree in warm white and blue	40
15	Open Space Park	200 sets of lights trunk wrap bottom sections of trees throughout the park.	41
16	North Shore Youth Center	Installation in October: C9 roofline bulbs in pure white Mini lights on trunks and fronds of 4 palm trees Installation in November: 12ft Scroll in warm and pure white Fronds will be done in pure white.	42-43
17	73rd & Ocean Terrace	16 total palm trees in pure white with pure white fronds	44
18	Fire Station 2	8 palms w fronds 200' icicles	45
19	Fire Station 3	200' of icicle lights add 4 palms with fronds	46
20	South Pointe Beach	12 palms with fronds in pure white Double cone tree in all pure white Enchanted giftbox and ornament from Ocean Park Ribbons from Ocean Park	47

ADDENDUM NO. 1
REQUEST FOR QUALIFICATIONS NO. 2021-083-WG
HOLIDAY LIGHTING
February 12, 2021

This Addendum to the above-referenced RFQ is issued in response to questions from prospective proposers, or other clarifications and revisions issued by the City. The RFQ is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

REVISION: RFQ DUE DATE AND TIME. The deadline for the electronic receipt of bids is extended until **3:00 p.m., on Wednesday, February 24, 2021.**

All bids received and time stamped through BidSync, prior to the bid submittal deadline shall be accepted as timely submitted. Bids will be opened promptly at the time and date specified. Hard copy bids or bids received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of bids are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

A FORTHCOMING ADDENDUM WILL CONTAIN RESPONSES TO QUESTIONS RECEIVED.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Management Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov

Contact: William Garviso, CPPB	Telephone: 305-673-7000 ext. 7490	Email: WilliamGarviso@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your RFQ submission. Potential proposers that have elected not to submit a response to the RFQ are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,

Alex Denis

Procurement Director

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APPENDIX B	SAMPLE CONTRACT
APPENDIX C	INSURANCE REQUIREMENTS

SECTION 0100

INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Qualifications (RFQ) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit proposals for the City's consideration in evaluating qualifications to select a firm with whom it may negotiate an agreement for the purpose noted herein.

Prospective Proposers that have obtained this solicitation in any manner other than via *BidSync* (www.bidsync.com) are advised that the City utilizes *BidSync* (www.bidsync.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFQ. Any Prospective Proposer who has received this RFQ by any means other than through *BidSync* must register immediately with *BidSync* to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal submitted.

2. PURPOSE. In anticipation of the expiration of the City's current contract for holiday lighting services, the City is seeking proposals from qualified firm(s) for a comprehensive, turn-key approach to seasonal design, furnish, install & remove, maintain and store holiday lighting and decorations, in an effort to accentuate the City's major thoroughfares. The City expects to retain a firm(s) that can meet the challenges of a dynamic, world-class city capable of providing reliable and expedient response times to meet project deadlines, staff requests, and outstanding service delivery. In addition, the awarded firm(s) shall be able to provide technical assistance and maintain industry best practices throughout the project.

In order to consider the qualifications of interested parties, the City is issuing this RFQ. In response to this RFQ, bidders shall submit proposals outlining its qualifications for the desired services which include but not be limited to; planning, development, design, fabrication, furnish, delivery and installation of lighting, decorations, displays, and project management, as well as post-project removal and storage, in support of the City's special events lighting projects and annual holiday program.

By way of this Request for Qualifications (RFQ) the City is only requesting statements outlining its qualifications for the desired services. Pricing is not being requested as part of the submittal process. The City will negotiate pricing with the successful firm(s).

3. STATEMENT OF WORK REQUIRED.

The Successful Contractor shall at a minimum provide the following services for the City of Miami Beach:

Existing City-owned Holiday decorations:

1. It will be the contractor's responsibility to safely store and maintain all city-owned holiday decorations and lighting.
2. The contractor will inspect, repair, and refurbish decoration lighting as needed.
3. Decoration lighting/displays that are not properly removed and stored by the contractor shall be repaired and/or replaced at the contractor's own expense.

Preparations, Installation and Maintenance.

1. Preparations for same-season holiday design implementation, electrical testing, preliminary walk-throughs, measurements, and related logistics shall begin no later than July 31st of each contract year.
2. A detailed project implementation plan shall be provided to City staff by August 15th of each contract year.
3. The contractor is required to have a local installer with knowledge and experience on-site at all times, during the course of installation and take-down of holiday lighting and decoration.
4. The contractor shall be responsible for all required, applicable permits for staging area(s).
5. Weekly status reports will be required after September 15th and continuing until final installation is approved by the City's project manager.
6. Contractor shall provide to the City a final diagram and schematics depicting all project corridors and

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locations by September 15th each year.

7. Contractor shall provide an electrical service plan to reflect anticipated total power usage for all lights, displays, and related equipment to support the project as specified herein.
8. Installations shall begin no later than October 1st, and conclude no later than two (2) days prior to Thanksgiving Day of each contract year.
9. All designated areas must be fully functional by the Wednesday before Thanksgiving Day.
10. It will be the contractor's responsibility to remove and properly dispose of any leaves, branches, wiring or other debris which might occur during the installation or maintenance of lighting, displays, or decorations.
11. Lighting, displays, decorations and related materials shall remain fully operational and in excellent aesthetic condition throughout the holiday season.
12. Contractor shall be on site and responsible for the coordination and execution of project installation and related services, including the City's Annual Christmas Tree and Holiday Lighting event, if scheduled by the City.
13. The City will provide power, where approved, to power sources and outlets in order to accomplish the requirements of the RFQ.
14. The contractor shall inspect and verify that all lighting and components is operational with daily checks and reports on all corridors.
15. Power outages shall be reported to Property Management upon discovery.
16. All components and holiday decorations shall be inspected in the same manner as the lighting, and re-installed or replaced as required.
17. Non-functional lighting and/or displays shall be replaced within twenty-four (24) hours of discovery, or upon notification by City staff.
18. During the holiday season, daily evening inspections and maintenance is required to ensure proper functionality.
19. At no time, unless granted by written approval of the City's project manager or designee, may City trash receptacles be used for disposal of such items.
20. A summary of the previous evening's inspection shall be provided to the Property Management Director, or designee, in writing the following day, prior to 10:00 A.M. The inspection summary shall highlight any deficiencies identified the previous evening and specify any assistance required by the City to restore the areas to operational status.
21. Contractor shall have crew(s) trained and experienced in holiday lighting systems, available for daily maintenance and related services.
22. Employees must wear an identifiable, contractor-supplied uniform while performing related project services on City property.
23. The Contractor shall have availability 24-hours per day/7-days per week.
24. Contractor shall respond within two (2) hours, for non-emergency response, by being on-site of the designated area(s), upon notification by representative of the City of Miami Beach, or designated representative to have all project locations in operating order.
25. Contractor shall ensure that all holiday lighting, decorations and displays are functioning by 5:00 p.m. each day during the holiday season.
26. Contractor shall possess and maintain active Maintenance of Traffic (MOT) certification from the time of initial installation until final removal of all holiday lighting and décor. The contractor is responsible for maintaining all required ROW permits.

Removal and Storage.

1. Removal shall commence on January 4th, immediately following the preceding holiday season, and must be completed by January 15th of each contract year.
2. Coordination of removal shall be coordinated between the Contractor and the City's Representative.
3. Contractor is responsible for storage of all related holiday lighting equipment, materials, tools, and related items. The City will not provide storage of these items, unless granted in writing by the City's project manager or designee, including any temporary storage for staging and installation purposes.

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4. It will be the contractor's responsibility to remove and properly dispose of any leaves, branches, wiring or other debris which might occur during the removal of lighting, displays, or decorations.

Proposed Corridors.

The below locations represent current, high profile, and/or proposed locations for holiday lighting and displays. The City is open to possibly expanding this list for the purposes of proposal creativity. The City may add or remove locations dependent on budgetary funding.

The City Manager may request new designs, programming of controllers of lights for special events, holidays or other locations. Any proposals for additional services must be approved by the City Manager.

Special attention must be given to the holiday design of High-Profile Corridors (Items 1-6) in an effort to accentuate the City's major entrance points.

I. High Profile Corridors:

1. 41st Street Julia Tuttle entrance sign
2. 41st Street from Alton Rd to Indian Creek
3. Lincoln Rd
4. Police Station
5. Historic City Hall
6. City Hall Campus (1700 Convention Center Drive)

I. Key Corridors:

1. Alton Rd from 5th Street to 41st Street
2. Sunset Harbor Garage
3. Anchor Garage
4. Espanola Way from Washington Ave to Pennsylvania Ave
5. Washington Ave from 5th Street to Dade Blvd
6. Ocean Drive from 5th Street to 16th Street (includes Lummus Park)
7. 59th Street median
8. Collins Ave between 65th Street and 76th Street
9. 5th Street Lenox to Center Median (Lenox-Washington)
10. 71st Street (Bay Drive E to Bay Drive W)
11. 71st Street Normandy fountain and entrance sign
12. Normandy Drive (Bay Drive E to Bay Drive W)
13. Collins Park
14. 87th Street
15. 5th Street South Washington Ave
16. 5th Street South Alton Rd

Performance and Payment Bond.

Within three (3) calendar days of contract award, Contractor shall furnish a Performance Bond and a Payment Bond from an A-rated Financial Class V Surety Company.

A. Each Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to City the completion and performance of the work covered in such Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project.

B. Each Bond shall continue in effect for one year after Final Completion and acceptance of the work with liability equal to one hundred percent (100%) of the Contract sum, or an additional bond shall be conditioned that Contractor will, upon notification by City, correct any defective or faulty work or materials which appear within one

year after Final Completion of the Contract.

Background Checks:

The Contractor shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this RFQ or any resulting Agreement prior to the commencement of said services. Any Contractor employee eligible to perform work pursuant to this RFQ, or resulting Agreement, shall require the prior approval of the HR Department if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

The Contractor shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identifications at all times.

4. ANTICIPATED RFQ TIMETABLE. The tentative schedule for this solicitation is as follows:

RFQ Issued	January 15, 2021
Pre-Proposal Meeting	January 29, 2021 @10:00AM ET
Deadline for Receipt of Questions	February 8, 2021 @ 5:00PM ET
Responses Due	February 17, 2021 @ 3:00PM ET
Evaluation Committee Review	TBD
Proposer Presentations	TBD (if applicable)
Tentative Commission Approval Authorizing Negotiations	TBD
Contract Negotiations	Following Commission Approval

5. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:

William Garviso, CPBB

Telephone:

(305) 673-7490

Email:

WilliamGarviso@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than ten (10) calendar days prior to the date proposals are due as scheduled in Section 0100-4. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

6. PRE-PROPOSAL MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-proposal meeting or site visit(s) may be scheduled. Attendance for the pre-proposal meeting shall be via telephone and recommended as a source of information but is not mandatory. Proposers interested in participating in the Pre-Proposal Meeting must follow these steps:

- (1) Dial the TELEPHONE NUMBER: (audio only) +1 786-636-1480
- (2) Enter the MEETING NUMBER: Phone Conference ID: 189 933 063#

Proposers who are participating via telephone should send an e-mail to the contact person listed in this RFQ expressing their intent to participate via telephone.

7. PRE-PROPOSAL INTERPRETATIONS. Oral information or responses to questions received by prospective Proposers are not binding on the City and will be without legal effect, including any information received at pre-submittal meeting or site visit(s). The City by means of Addenda will issue interpretations or written addenda clarifications considered necessary by the City in response to questions. Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *BidSync*. Any prospective proposer who has received this RFQ by any means other than through *BidSync* must register immediately with BidSync to assure it receives any addendum issued to this RFQ. Failure to receive an addendum may result in disqualification of proposal. Written questions should be received no later than the date outlined in the **Anticipated RFQ Timetable** section.

8. CONE OF SILENCE. This RFQ is subject to, and all proposers are expected to be or become familiar with, the City's Cone of Silence Requirements, as codified in Section 2-486 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Cone of Silence are complied with, and shall be subject to any and all sanctions, as prescribed therein, including rendering their response voidable, in the event of such non-compliance. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov

9. ADDITIONAL INFORMATION OR CLARIFICATION. After proposal submittal, the City reserves the right to require additional information from Proposers (or Proposer team members or sub-consultants) to determine: qualifications (including, but not limited to, litigation history, regulatory action, or additional references); and financial capability (including, but not limited to, annual reviewed/audited financial statements with the auditors notes for each of their last two complete fiscal years).

10. PROPOSER'S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

11. DETERMINATION OF AWARD. The City Manager may appoint an evaluation committee to assist in the evaluation of proposals received. The evaluation committee is advisory only to the city manager. The city manager may consider the information provided by the evaluation committee process and/or may utilize other information deemed relevant. The City Manager's recommendation need not be consistent with the information provided by the evaluation committee process and takes into consideration Miami Beach City Code Section 2-369, including the following considerations:

- (1) The ability, capacity and skill of the Proposer to perform the contract.
- (2) Whether the Proposer can perform the contract within the time specified, without delay or interference.
- (3) The character, integrity, reputation, judgment, experience and efficiency of the Proposer.
- (4) The quality of performance of previous contracts.

(5) The previous and existing compliance by the Proposer with laws and ordinances relating to the contract.

The City Manager may recommend to the City Commission the Proposer(s) s/he deems to be in the best interest of the City or may recommend rejection of all proposals. The City Commission shall consider the City Manager's recommendation and may approve such recommendation. The City Commission may also, at its option, reject the City Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the City, or it may also reject all Proposals.

12. NEGOTIATIONS. Following selection, the City reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the City is in no way obligated to enter into a contract with the selected Proposer in the event the parties are unable to negotiate a contract. It is also understood and acknowledged by Proposers that no property, contract or legal rights of any kind shall be created at any time until and unless an Agreement has been agreed to; approved by the City; and executed by the parties.

13. E-VERIFY. As a contractor you are obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Therefore, you shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

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SECTION 0200

GENERAL CONDITIONS

TERMS & CONDITIONS –SERVICES. By virtue of submitting a proposal in response to this solicitation, proposer agrees to be bound by and in compliance with the Terms and Conditions for Services (dated April 3, 2020), incorporated herein, which may be found at the following link:

<https://www.miamibeachfl.gov/city-hall/procurement/standard-terms-and-conditions/>

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SECTION 0300 PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. ELECTRONIC RESPONSES (ONLY). Electronic responses to this RFQ are to be submitted through BidSync until the date and time as indicated in this document. ***It is the sole responsibility of the Proposer to ensure its proposal reaches BidSync before the Solicitation closing date and time.*** There is no cost to the Proposer to submit a proposal in response to a City of Miami Beach solicitation via BidSync. Electronic proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files (proposal format indicated below). All proposals received and time stamped through BidSync, prior to the proposal submittal deadline shall be accepted as timely submitted. Proposals will be opened promptly at the time and date specified. Hard copy proposals or proposals received electronically, either through email or facsimile, submitted prior to or after the deadline for receipt of proposals are not acceptable and will be rejected. Late bids cannot be submitted, bidders are cautioned to plan sufficiently. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence.

A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. The City will only consider the latest version of the proposal.

2. NON-RESPONSIVENESS. Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive proposals will not be considered.

1. Bid Submittal Questionnaire (submitted electronically).

3. OMITTED OR ADDITIONAL INFORMATION. With exception of the Bid Submittal Questionnaire (submitted electronically) and the Cost/Revenue Proposal, if applicable, the City reserves the right to seek any omitted information/documentation or any additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements. Failure to submit any omitted or additional information in accordance with the City's request shall result in proposal being deemed non-responsive.

4. ELECTRONIC PROPOSAL FORMAT. In order to maintain comparability, facilitate the review process and assist the Evaluation Committee in review of proposals, it is strongly recommended that proposals be organized and tabbed in accordance with the tabs, and sections as specified below. The electronic submittal should be tabbed as enumerated below and contain a table of contents with page references. The electronic proposal shall be submitted through the "Line Items" attachment tab in BidSync.

TAB 1	Cover Letter, Table of Contents
	1.1 Cover Letter and Table of Contents. The table of contents should indicate the tabs, sections with tabs and page numbers to facilitate the evaluation committee's review. The cover letter must be signed by a principal or agent able to bind the firm.

TAB 2	Experience and Qualifications of Prime Proposer
	2.1 Organizational Narrative. Submit an organizational narrative indicating, at a minimum, the following: a. Company Information. Provide background information, including company history/organizational structure, years in business, primary products/services, number of employees, and any other information communicating organizational capabilities and experience. b. Organizational Leadership. Indicate proprietorship, principals and top administrative leadership. Describe to the extent any of these will be involved in the project. 2.2 Similar Experience and References. Provide a summary of projects completed within the last ten (10) years,

which documents expertise, competence, capability, and capacity in, and record producing quality work of holiday lighting installation and decoration projects

For each project include:

- a. project name and location
- b. project description and scope
- c. project cost
- d. contract method
- e. company's role (prime contractor, sub-contractor, etc.)
- f. names of the key project managers highlighting any individuals who will be engaged on this project.

2.3 Organizational Chart: Provide an organizational chart depicting the structure and lines of authority and communication for all firms, principals and personnel involved in the project. Include information that describes the intended structure regarding project management, accountability and compliance with the terms of the RFQ.

TAB 3

Qualifications of Key Project Personnel

Qualifications of Key Project Personnel: For each key project personnel included in the organizational chart (for the prime proposer firm, inclusive of subcontractors, provide role in the project, job descriptions, years of experience, area of expertise, resumes, and one (1) prior client reference within the last ten (10) years. The information shall include:

3.1 Key Project Personnel (at a minimum) shall include:

- a. primary project manager
- b. secondary project manager
- c. lead designer
- d. electrician(s)
- e. operations manager
- f. maintenance manager

3.2 Certifications and Licenses. Identify the personnel possessing the following certifications and provide a copy of certificate(s) and license(s).

- a. Florida Department of Transportation Maintenance of Traffic (MOT) Course certificate.
- b. Valid State Electrical License (e.g., Electrical Contractor, Electrical Sign Contractor, Utility Electrical Contractor, Sign Electrician, Maintenance Electrician).

TAB 4

Approach and Methodology

Submit detailed information on the approach and methodology that the Proposer and its team has used in past in engagements in providing the services described herein with a focus on the following, at a minimum: planning, development, design, fabrication, furnish, delivery and installation of lighting, decorations, displays, and project management, as well as post-project removal and storage of holiday lighting and decorations .

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SECTION 0400

PROPOSAL EVALUATION

1. Evaluation Committee. An Evaluation Committee, appointed by the City Manager, may meet to evaluate each Proposal in accordance with the qualitative criteria set forth below. In doing so, the Evaluation Committee may review and score all proposals received, with or without conducting interview sessions. City staff will assign points for the quantitative criteria. It is important to note that the Evaluation Committee is advisory only and does not make an award recommendation to the City Manager or the City Commission. The results of Step 1 & Step 2 Evaluations will be forwarded to the City Manager who will utilize the results to make a recommendation to the City Commission.

- a. In the event that only one responsive proposal is received, the City Manager, after determination that the sole responsive proposal materially meets the requirements of the RFQ, may, without an evaluation committee, recommend to the City Commission that the Administration enter into negotiations.
- b. The City, in its discretion, may utilize technical or other advisers to assist the evaluation committee in the evaluation of proposals.

2. Qualitative Criteria. Responsive proposals shall be evaluated by the Evaluation Committee in accordance with the following criteria.

Qualitative Criteria	Maximum Points
Experience and Qualifications of Prime Proposer	35
Experience and Qualifications of Key Project Personnel	40
Approach and Methodology	25
TOTAL AVAILABLE STEP 1 POINTS	100

3. Quantitative Criteria. Following the results of the evaluation of the qualitative criteria by the Evaluation Committee, the Proposers may receive additional points, to be added by City staff, as follows.

Quantitative Criteria	Maximum Points
Veterans Preference	5
TOTAL AVAILABLE STEP 2 POINTS	5

4. Determination of Final Ranking. The sum of qualitative and quantitative scores will be converted to rankings in accordance with the example below:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Qualitative Points	82	74	80
	Quantitative Points	10	5	0
	Total	92	79	80
	Rank	1	3	2
Committee Member 2	Qualitative Points	82	85	72
	Quantitative Points	10	5	0
	Total	92	90	72
	Rank	1	2	3
Committee Member 2	Qualitative Points	90	74	66
	Quantitative Points	10	5	0
	Total	100	79	66
	Rank	1	2	3
Low Aggregate Score		3	7	8
Final Ranking*		1	2	3

It is important to note that the results of the Evaluation Committee process do not represent an award recommendation. The City Manager will utilize the results of the committee process, as well as any other information he deems appropriate to develop his award recommendation to the City Commission, which may differ from the Evaluation Committee process ranking.

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APPENDIX A

MIAMI BEACH

Special Conditions

2021-083-WG
HOLIDAY LIGHTING

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

1. **TERM.** Any resulting contract shall remain in effect for three (3) years from the effective date contingent upon funding is available as appropriated on an annual basis. Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) year(s) period on a year-to-year basis. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the vendor. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.
2. **PRICES SHALL BE FIXED AND FIRM.** Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the successful Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the successful Contractor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

3. **Competitive Specifications.** It is the goal of the City to maximize competition for the project among suppliers & contractors. Consultant shall endeavor to prepare all documents, plans & specifications that are in accordance with this goal. Under no condition shall Consultant include means & methods or product specifications that are considered "sole source" or restricted without prior written approval of the City.
4. **Change of Project Manager.** A change in the Consultant's project manager (as well as any replacement) shall be subject to the prior written approval of the City Manager or his designee (who in this case shall be an Assistant City Manager). Replacement (including reassignment) of an approved project manager shall not be made without submitting a resume for the replacement staff person and receiving prior written approval of the City Manager or his designee (i.e. the City project manager).
5. **Sub-Consultants.** The Consultant shall not retain, add, or replace any sub-consultant without the prior written approval of the City Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution. Any approval of a sub-consultant by the City Manager shall not in any way shift the responsibility for the quality and acceptability by the City of the services performed by the sub-consultant from

the Consultant to the City. The quality of services and acceptability to the City of the services performed by sub-consultants shall be the sole responsibility of Consultant.

APPENDIX B

MIAMI BEACH

Sample Contract

2021-083-WG
HOLIDAY LIGHTING

**BY VIRTUE OF SUBMITTING A PROPOSAL THE FIRM HEREBY TAKES NO EXCEPTIONS TO
THE TERM AND CONDITIONS NOTED IN THIS SAMPLE CONTRACT**

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

PROFESSIONAL SERVICES AGREEMENT

BETWEEN
THE CITY OF MIAMI BEACH
AND
[FILL IN CONSULTANT NAME]
FOR
[XXXXXXXXXXXXXXXXXXXX], PURSUANT TO
[FILL IN RFP, RFQ, OR ITB#]

This Professional Services Agreement ("Agreement") is entered into this XXXXXX day of XXXXXXXXXXXX, 20____ ("Effective Date"), between the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the "City"), and **[FILL IN CONSULTANT NAME]**, a **[FILL IN TYPE OF ENTITY//I.E. CORPORATION, LLC, ETC.]**, whose address is XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ("Consultant").

SECTION 1 **DEFINITIONS**

Agreement: This Agreement between the City and Consultant, including any exhibits and amendments thereto.

City Manager: The chief administrative officer of the City.

City Manager's Designee: The City staff member who is designated by the City Manager to administer this Agreement on behalf of the City. The City Manager's designee shall be the _____ Department Director.

Consultant: For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the City.

Services: All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.

Fee: Amount paid to the Consultant as compensation for Services.

Proposal Documents: Proposal Documents shall mean City of Miami Beach **[FILL IN RFP, RFQ, OR ITB]** No. **[XXXXXXXXXXXXXXXXXXXX]** for **[XXXXXXXXXXXXXXXXXXXXXXXXXXXX]**, together with all amendments thereto, issued by the City in contemplation of this Agreement **[FILL IN CORRECT ABBREVIATION RFP, RFQ, OR ITB]**, and the Consultant's proposal in response thereto ("Proposal"), all of

which are hereby incorporated and made a part hereof; provided, however, that in the event of an express conflict between the Proposal Documents and this Agreement, the following order of precedent shall prevail: this Agreement; the **[FILL IN RFP, RFQ, or ITB]**; and the Proposal.

Risk Manager: The Risk Manager of the City, with offices at 1700 Convention Center Drive, Third Floor, Miami Beach, Florida 33139; telephone number (305) 673-7000, Ext. 6435; and fax number (305) 673-7023.

SECTION 2

SCOPE OF SERVICES

2.1 In consideration of the Fee to be paid to Consultant by the City, Consultant shall provide the work and services described in Exhibit "A" hereto (the "Services").

[NOTE: EXHIBIT "A" MUST INCLUDE DETAILED DESCRIPTION OF SERVICES]

Although Consultant may be provided with a schedule of the available hours to provide its Services, the City shall not control nor have the right to control the hours of the Services performed by the Consultant; where the Services are performed (although the City will provide Consultant with the appropriate location to perform the Services); when the Services are performed, including how many days a week the Services are performed; how the Services are performed, or any other aspect of the actual manner and means of accomplishing the Services provided. Notwithstanding the foregoing, all Services provided by the Consultant shall be performed in accordance with the terms and conditions set forth in Exhibit "A" and to the reasonable satisfaction of the City Manager. If there are any questions regarding the Services to be performed, Consultant should contact the following person:

2.2 Consultant's Services, and any deliverables incident thereto, shall be completed in accordance with the timeline and/or schedule in Exhibit **[XXX]** hereto.

[NOTE: TIMELINE FOR DELIVERABLES CAN ALSO BE INCLUDED IN EXHIBIT "A" OR IN SEPARATE EXHIBIT]

SECTION 3

TERM

The term of this Agreement ("Term") shall commence upon execution of this Agreement by all parties hereto (the Effective Date set forth on p. 1 hereof), and shall have an initial term of **[XXXXXXXXXXXX]**, with **[XXXXXXXXXXXX]** renewal options, to be exercised at

the City Manager's sole option and discretion, by providing Consultant with written notice of same no less than thirty (30) days prior to the expiration of the initial term.

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or performance milestones for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Exhibit **[XXX]** hereto.

SECTION 4

FEE

4.1 In consideration of the Services to be provided, Consultant shall be compensated on a fixed fee basis, in the amount of **\$XXXXXXXX**, for a total annual amount not to exceed **\$XXXXXXXX**.

4.2 **[NOTE: INCLUDE AMOUNT FOR REIMBURSABLES, IF ANY].**

4.3 **[NOTE: INCLUDE HOW FEE IS TO BE PAID – I.E. “X” PERCENTAGE UP FRONT; “X” UPON DELIVERY; MONTHLY; LUMP SUM; ETC.].**

4.4 INVOICING

Upon receipt of an acceptable and approved invoice, payment(s) shall be made within forty-five (45) days for that portion (or those portions) of the Services satisfactorily rendered (and referenced in the particular invoice).

Invoices shall include a detailed description of the Services (or portions thereof) provided, and shall be submitted to the City at the following address:

Accounts Payable: Payables@miamibeachfl.gov

SECTION 5 **TERMINATION**

5.1 TERMINATION FOR CAUSE

If the Consultant shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the City shall notify the Consultant of its violation of the particular term(s) of this Agreement, and shall grant Consultant ten (10) days to cure such default. If such default remains uncured after ten (10) days, the City may terminate this Agreement without further notice to Consultant. Upon termination, the City shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by the Consultant. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Consultant. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees.

5.2 TERMINATION FOR CONVENIENCE OF THE CITY

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO CONSULTANT OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE CONSULTANT OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO CONSULTANT, MAY IMMEDIATELY SUSPEND THE SERVICES UNDER THIS AGREEMENT FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, CONSULTANT SHALL BE PAID FOR ANY SERVICES SATISFACTORILY PERFORMED UP TO THE DATE OF TERMINATION; FOLLOWING WHICH THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

5.3 TERMINATION FOR INSOLVENCY

The City also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6 INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

Consultant agrees to indemnify, defend and hold harmless the City of Miami Beach and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of the Consultant, its officers, employees, agents, contractors, or any other person or entity acting under Consultant's control or supervision, in connection with, related to, or as a result of the Consultant's performance of the Services pursuant to this Agreement. To that extent, the Consultant shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and

shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals. The Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the Consultant's responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The parties agree that one percent (1%) of the total compensation to Consultant for performance of the Services under this Agreement is the specific consideration from the City to the Consultant for the Consultant's indemnity agreement. The provisions of this Section 6.1 and of this indemnification shall survive termination or expiration of this Agreement.

6.2 INSURANCE REQUIREMENTS [NOTE: INSURANCE TYPES AND LIMITS BELOW SHOULD ALWAYS BE SAME AS WHAT WAS SPECIFIED IN BID DOCUMENTS]

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000;
2. Consultant Professional Liability, in the amount of \$200,000; and
3. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant's certificates shall contain endorsements providing that written notice shall be given to the City at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy. The insurance certificates for General Liability shall include the City as an additional insured and shall contain a waiver of subrogation endorsement.

Original certificates of insurance must be submitted to the City's Risk Manager for approval (prior to any work and/or services commencing) and will be kept on file in the Office of the Risk Manager. The City shall have the right to obtain from the Consultant specimen copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City's Risk Manager.

SECTION 7

LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. By entering into this Agreement, Consultant and the City expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

SECTION 8

LIMITATION OF CITY'S LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action, for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$10,000. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$10,000.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the City shall not be liable to the Consultant for damages in an amount in excess of \$10,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9

DUTY OF CARE/COMPLIANCE WITH APPLICABLE LAWS/PATENT RIGHTS; COPYRIGHT; AND CONFIDENTIAL FINDINGS

9.1 DUTY OF CARE

With respect to the performance of the Services contemplated herein, Consultant shall exercise that degree of skill, care, efficiency and diligence normally exercised by reasonable persons and/or recognized professionals with respect to the performance of comparable work and/or services.

9.2 COMPLIANCE WITH APPLICABLE LAWS

In its performance of the Services, Consultant shall comply with all applicable laws, ordinances, and regulations of the City, Miami-Dade County, the State of Florida, and the federal government, as applicable.

9.3 PATENT RIGHTS; COPYRIGHT; CONFIDENTIAL FINDINGS

Any work product arising out of this Agreement, as well as all information specifications, processes, data and findings, are intended to be the property of the City and shall not otherwise be made public and/or disseminated by Consultant, without the prior written consent of the City Manager, excepting any information, records etc. which are required to be disclosed pursuant to Court Order and/or Florida Public Records Law.

All reports, documents, articles, devices, and/or work produced in whole or in part under this Agreement are intended to be the sole and exclusive property of the City, and shall not be subject to any application for copyright or patent by or on behalf of the Consultant or its employees or sub-consultants, without the prior written consent of the City Manager.

SECTION 10 **GENERAL PROVISIONS**

10.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e. 9AM – 5PM, Monday through Fridays, excluding nationally recognized holidays), and as often as the City Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the City Manager, and/or such representatives as the City Manager may deem to act on the City's behalf, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all matters covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

10.2 INSPECTOR GENERAL AUDIT RIGHTS

- (A) Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- (B) The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of

witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- (C) Upon ten (10) days written notice to the Consultant, the Consultant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of the Consultant its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- (D) The Inspector General shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.
- (E) The Consultant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this Agreement. In addition:
 - i. If this Agreement is completely or partially terminated, the Consultant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- ii. The Consultant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- (F) The provisions in this section shall apply to the Consultant, its officers, agents, employees, subcontractors and suppliers. The Consultant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by the Consultant in connection with the performance of this Agreement.
- (G) Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by the Consultant or third parties.

10.3 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the City Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

10.4 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the City's Procurement Division.

10.5 NO DISCRIMINATION

In connection with the performance of the Services, the Consultant shall not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

Additionally, Consultant shall comply fully with the City of Miami Beach Human Rights Ordinance, codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing, public accommodations, and public services on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

10.6 CONFLICT OF INTEREST

Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-

Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time; both of which are incorporated by reference as if fully set forth herein.

Consultant covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of the Services. Consultant further covenants that in the performance of this Agreement, Consultant shall not employ any person having any such interest. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefits arising therefrom.

10.7 CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

- (A) Consultant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- (B) The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the City.
- (C) Pursuant to Section 119.0701 of the Florida Statutes, if the Consultant meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Consultant shall:
 - (1) Keep and maintain public records required by the City to perform the service;
 - (2) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the Agreement if the Consultant does not transfer the records to the City;
 - (4) Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(D) REQUEST FOR RECORDS; NONCOMPLIANCE.

- (1) A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- (2) Consultant's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- (3) A Consultant who fails to provide the public records to the City within a reasonable time may be subject to penalties under s. [119.10](#).

(E) CIVIL ACTION.

- (1) If a civil action is filed against a Consultant to compel production of public records relating to the City's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the City and to the Consultant.
- (2) A notice complies with subparagraph (1)(b) if it is sent to the City's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the City or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- (3) A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

(F) **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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE**

MIAMI BEACH, FLORIDA 33139

E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV

PHONE: 305-673-7411

10.8 FORCE MAJEURE

- (A) A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Consultant or the City's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include technological impossibility, inclement weather, or failure to secure any of the required permits pursuant to the Agreement.
- (B) If the City or Consultant's performance of its contractual obligations is prevented or delayed by an event believed by to be Force Majeure, such party shall immediately upon learning of the occurrence of the event or of the commencement of any such delay, but in no case within fifteen (15) business days thereof, provide notice of (i) of the occurrence of event of Force Majeure, (ii) of the nature of the event and the cause thereof, (iii) of the anticipated impact on the Agreement, (iv) of the anticipated period of the delay, and (v) of what course of action such party plans to take in order to mitigate the detrimental effects of the event. The timely delivery of the notice of the occurrence of a Force Majeure event is a condition precedent to allowance of any relief pursuant to this section; however, receipt of such notice shall not constitute acceptance that the event claimed to be a Force Majeure event is in fact Force Majeure, and the burden of proof of the occurrence of a Force Majeure event shall be on the requesting party.
- (C) No party hereto shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable, in whole or in part, by Force Majeure to carry out such obligations. The suspension of any of the obligations under this Agreement due to a Force Majeure event shall be of no greater scope and no longer duration than is required. The party shall use its reasonable best efforts to continue to perform its obligations hereunder to the extent such obligations are not affected or are only partially affected by the Force Majeure event, and to correct or cure the event or condition excusing performance and otherwise to remedy its inability to perform to the extent its inability to perform is the direct result of the Force Majeure event with all reasonable dispatch.
- (D) Obligations pursuant to the Agreement that arose before the occurrence of a Force Majeure event causing the suspension of performance shall not be excused as a result of such occurrence unless such occurrence makes such

performance not reasonably possible. The obligation to pay money in a timely manner for obligations and liabilities which matured prior to the occurrence of a Force Majeure event shall not be subject to the Force Majeure provisions.

- (E) Notwithstanding any other provision to the contrary herein, in the event of a Force Majeure occurrence, the City may, at the sole discretion of the City Manager, suspend the City's payment obligations under the Agreement, and may take such action without regard to the notice requirements herein. Additionally, in the event that an event of Force Majeure delays a party's performance under the Agreement for a time period greater than thirty (30) days, the City may, at the sole discretion of the City Manager, terminate the Agreement on a given date, by giving written notice to Consultant of such termination. If the Agreement is terminated pursuant to this Section, Consultant shall be paid for any Services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In no event will any condition of Force Majeure extend this Agreement beyond its stated term.

SECTION 11

NOTICES

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the City listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice, in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **[FILL IN]**

TO CITY: **[FILL IN]**

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the date of an acknowledged receipt, or, in all other cases, on the date of receipt or refusal.

SECTION 12
MISCELLANEOUS PROVISIONS

12.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.3 WAIVER OF BREACH

A party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A party's waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.4 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

12.5 ENTIRETY OF AGREEMENT

The City and Consultant agree that this is the entire agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By: _____
City Clerk

City Manager

Date: _____

FOR CONSULTANT:

[INSERT NAME]

ATTEST:

By: _____

Print Name and Title

Print Name and Title

Date: _____

APPENDIX C

MIAMI BEACH

INSURANCE REQUIREMENTS

2021-083-WG
HOLIDAY LIGHTING

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$_____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- | | |
|---|-----------|
| <u> </u> Builders Risk completed value | \$_____00 |
| <u> </u> Liquor Liability | \$_____00 |
| <u> </u> Fire Legal Liability | \$_____00 |
| <u> </u> Protection and Indemnity | \$_____00 |
| <u> </u> Employee Dishonesty Bond | \$_____00 |
| <u> </u> Other | \$_____00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.