

REQUEST FOR PROPOSALS (RFP)

RFP 2017-077-JC Design, Furnish, Install, Maintain, Remove, and Store
Holiday Lighting and Decorations

RFP ISSUANCE DATE: FEBRUARY 9, 2017

PROPOSALS DUE: MARCH 27, 2017 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

JASON CROUCH, PROCUREMENT CONTRACTING OFFICER II

DEPARTMENT OF PROCUREMENT MANAGEMENT

1755 Meridian Ave, 3rd Floor, Miami Beach, FL 33139

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SECTION 0200

INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Request for Proposals (RFP) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "proposal") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Proposer(s) (the "contractor[s]") if this RFP results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this RFP. Any prospective Proposer who has received this RFP by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this RFP. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

By means of this RFP, the City of Miami Beach seeks to contract with a qualified firm(s) for a comprehensive, turn-key approach to annual holiday lighting design, decorations, installation and storage, in an effort to enhance the City's major thoroughfares. The City expects to retain a firm(s) that can meet the challenges of a dynamic, world-class city, by providing reliable and expedient response times to meet project deadlines, staff requests, and outstanding service delivery. This project includes, but is not limited to, designing, furnishing, installation, maintenance, delivery, removal and storage of lighting, decorations and displays, in support of the City's annual holiday program.

Proposals received pursuant to this RFP will be evaluated in a two-phased process (Phase I and Phase II) in accordance with Section 0400. Phase I will consider proposer qualifications. Phase II will consider design and technical proposal, maintenance and operations plan, and cost proposal.

3. ANTICIPATED RFP TIMETABLE. The tentative schedule for this solicitation is as follows:

RFP Issued	FEBRUARY 9, 2017
Pre-Proposal Meeting	MARCH 1, 2017 AT 11:00 AM
Deadline for Receipt of Questions	MARCH 13, 2017 AT 5:00 PM
Responses Due	MARCH 27, 2017 AT 3:00 PM
Evaluation Committee Review	TBD
Proposer Presentations	TBD
Tentative Commission Approval Authorizing Negotiations	June 7, 2017
Contract Negotiations	Following Commission Approval

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

Procurement Contact:
Jason Crouch

Telephone:
305-673-7000 x6694

Email:
jasoncrouch@miamibeachfl.gov

The proposal title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

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5. 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.

A Pre-PROPOSAL conference will be held as scheduled in Anticipated RFP Timetable section above at the following address:

**City of Miami Beach
Procurement Department Conference Room
1755 Meridian Avenue, 3RD Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Proposal Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 5804578

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

6. 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 *PublicPurchase*. Any prospective proposer who has received this RFP by any means other than through *PublicPurchase* must register immediately with *PublicPurchase* to assure it receives any addendum issued to this RFP. 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 RFP Timetable** section.

7. CONE OF SILENCE. This RFP 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

8. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=23510>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373

- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410
- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

9. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

10. COMPLAINT WITH THE CITY'S LOBBYIST LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, all City lobbyist laws. Proposers shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

11. DEBARMENT ORDINANCE: This RFP is subject to, and all proposers are expected to be or become familiar with, the City's Debarment Ordinance as codified in Sections 2-397 through 2-406 of the City Code.

12. WITH THE CITY'S CAMPAIGN FINANCE REFORM LAWS. This RFP is subject to, and all Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their responses, in the event of such non-compliance.

13. CODE OF BUSINESS ETHICS. Pursuant to City Resolution No.2000-23879, the Proposer shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

14. AMERICANS WITH DISABILITIES ACT (ADA). Call 305-673-7490 to request material in accessible format; sign language interpreters (five (5) days in advance when possible), or information on access for persons with disabilities. For more information on ADA compliance, please call the Public Works Department, at 305-673- 7000, Extension 2984.

15. POSTPONEMENT OF DUE DATE FOR RECEIPT OF PROPOSALS. The City reserves the right to postpone the deadline for submittal of proposals and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Proposers through *PublicPurchase*.

16. PROTESTS. Proposers that are not selected may protest any recommendation for selection of award in accordance with eh proceedings established pursuant to the City's bid protest procedures, as codified in Sections 2-370 and 2-371 of the City Code (the City's Bid Protest Ordinance). Protest not timely made pursuant to the requirements of the City's Bid Protest Ordinance shall be barred.

17. Omitted Intentionally

18. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City Code Section 2-374, the City shall give a preference to a responsive and responsible Proposer which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest responsive, responsible proposer, by providing such proposer an opportunity of providing said goods or contractual services for the lowest responsive proposal amount (or in this RFP, the highest proposal amount). Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more proposers which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest proposal pursuant to an RFP or oral or written request for quotation, and such proposals are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

19. DETERMINATION OF AWARD. The final ranking results of Step 1 & 2 outlined in Section 0400, Evaluation of Proposals, will be considered by the City Manager who 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 Manager's recommendation may be citywide or by corridor(s), as deemed by the City Manager to be in the best interest of the City. The City Manager's recommendation need not be consistent with the scoring results identified herein 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 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.

20. 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.

21. Postponement/Cancellation/Acceptance/Rejection. The City may, at its sole and absolute discretion, reject any and all, or parts of any and all, responses; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP, or in any responses received as a result of this RFP. Reasonable efforts will be made to either award the proposer the contract or reject all proposals within one-hundred twenty (120) calendar days after proposal opening date. A proposer may withdraw its proposal after expiration of one hundred twenty (120) calendar days from the date of proposal opening by delivering written notice of withdrawal to the Department of Procurement Management prior to award of the contract by the City Commission.

22. 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.

23. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the City.

24. RELATIONSHIP TO THE CITY. It is the intent of the City, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the City.

24. OCCUPATIONAL HEALTH AND SAFETY. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this proposal must be accompanied by a Material Safety Data Sheet (MSDS) which may be obtained from the manufacturer.

25. ENVIRONMENTAL REGULATIONS. The City reserves the right to consider a proposer's history of citations and/or violations of environmental regulations in investigating a proposer's responsibility, and further reserves the right to declare a proposer not responsible if the history of violations warrant such determination in the opinion of the City. Proposer shall submit with its proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify the City immediately of notice of any citation or violation which proposer may receive after the proposal opening date and during the time of performance of any contract awarded to it.

26. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

27. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this RFP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

28. PAYMENT. Payment will be made by the City after the goods or services have been received, inspected, and found to comply with contract, specifications, free of damage or defect, and are properly invoiced. Invoices must be consistent with Purchase Order format.

29. COPYRIGHT, PATENTS & ROYALTIES. Proposer shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the Proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

30. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the City Commission, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the City and may be grounds for removing the Proposer from the City's vendor list.

31. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the City any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

Where contractor is required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of any contract resulting from this solicitation, the contractor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all applicable laws. The contractor shall be liable for any damages or loss to the City occasioned by negligence of the Proposer, or its officers, employees, contractors, and/or agents, for failure to comply with applicable laws.

32. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

33. NON-DISCRIMINATION. The Proposer certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

34. DEMONSTRATION OF COMPETENCY. The city may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the City, including:

- A. Pre-award inspection of the Proposer's facility may be made prior to the award of contract.
- B. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation.
- C. Proposers must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this solicitation.
- D. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require Proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City.

35. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

36. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, and inspection fees required to complete the work and shall comply with all applicable laws.

37. OPTIONAL CONTRACT USAGE. When the successful Proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

38. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

39. DISPUTES. In the event of a conflict between the documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this solicitation; then
- B. Addendum issued for this solicitation, with the latest Addendum taking precedence; then
- C. The solicitation; then
- D. The Proposer's proposal in response to the solicitation.

40. INDEMNIFICATION. The Proposer shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

41. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

42. FLORIDA PUBLIC RECORDS LAW. Proposers are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

43. OBSERVANCE OF LAWS. Proposers are expected to be familiar with, and comply with, all Federal, State, County, and City laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

44. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

45. MODIFICATION/WITHDRAWALS OF PROPOSALS. 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. Modifications received after the Proposal due date and time will not be considered. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **120** calendar days from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

46. EXCEPTIONS TO RFP. Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

47. ACCEPTANCE OF GIFTS, FAVORS, SERVICES. Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the City, for the purpose of influencing consideration of this Proposal. Pursuant to Sec. 2-449 of the City Code, no officer or employee of the City shall accept any gift, favor or service that might reasonably tend improperly to influence him in the discharge of his official duties.

48. SUPPLEMENTAL INFORMATION. City reserves the right to request supplemental information from Proposers at any time during the RFP solicitation process, unless otherwise noted herein.

49. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

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SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED RESPONSES. One original Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of proposals. Additionally, ten (10) bound copies and one (1) electronic format (CD or USB format) are to be submitted. The following information should be clearly marked on the face of the envelope or container in which the proposal is submitted: solicitation number, solicitation title, Proposer name, Proposer return address. Proposals received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. LATE BIDS. Proposals are to be received on or before the due date established herein for the receipt of Proposals. **Any Proposal received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

3. 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 sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposals that do not include the required information will be deemed non-responsive and will not be considered.

4. PHASE I RESPONSE FORMAT (QUALIFICATIONS PROPOSALS). Proposers should take caution to include all the information requested to be included in each Tab of its proposals. Proposals that do not include the requested information or that are not organized in the manner requested, may be deemed non-responsive and may not be considered.

TAB 1	Cover Letter & Minimum Qualifications Requirements
<p>1. Cover Page, Letter, and Table of Contents. The cover letter must indicate Prime Proposer and be signed by same.</p> <p>2. Organizational Chart. Provide an Organizational Chart indicating the role of the Prime Proposer, each Key Team Member Firm and the Key Project Personnel. At a minimum, the Key Project Personnel identified in Tab 4 must be included in the organizational chart.</p> <p>3. Minimum Requirements: Submit verifiable information documenting compliance with the Minimum Requirements in Appendix C, Page 29, of the RFP.</p>	

TAB 2	Qualifications of Prime Proposer
<p>1. Organizational Narrative. Submit an organizational narrative indicating, at a minimum, the following:</p> <ul style="list-style-type: none">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. <p>2. Similar Experience and References. Provide a summary of at least three (3) projects, in progress or completed within the last five (5) years, in process or completed within the Projects which documents expertise, competence, capability, and capacity in, and record producing quality work on projects of comparable size and scope to the Project.</p> <p>For each project include:</p> <ul style="list-style-type: none">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. The names of the key project managers highlighting any individuals who will be engaged on this project.

3. **Financial Capacity.** Prime Proposer shall submit, upon request of the City, a letter stating its Bonding Capacity from an A-rated Financial Class V Surety Company.

TAB 3 Qualifications of Key Project Personnel

Qualifications of Key Project Personnel: For each key project personnel included in the organizational chart (for both prime proposer and team member firms) provide role in the project, job descriptions, years of experience, area of expertise, resumes, and three (3) prior client references within the last five (5) years. The information shall include.

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
2. Certifications and Licenses. Individual member(s) of the team should have the following certifications. Identify the personnel possessing the 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)

Note: 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 and Dun and Bradstreet reports).

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5. PHASE II RESPONSE FORMAT (TECHNICAL PROPOSALS). Proposers should take caution to include all the information requested to be included in each Tab of its proposals. Proposals that do not include the requested information or that are not organized in the manner requested, may be deemed non-responsive and may not be considered.

TAB 1

Technical Proposal for Project

The Technical Proposal shall document team's approach and understanding of the project, major design elements, materials and methods. The Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and conceptual sketches as appropriate. The technical proposal shall be in sufficient detail to allow the City to evaluate its compliance with City of Miami Beach RFP requirements contained herein. At a minimum, include the following:

- 1. Design.** Propose a specific design(s) for each Corridor Area (High Profile Corridors and Key Corridors), as identified in Appendix C, page 34. Additionally, for each area include the following information:
 - a. Design plans (include holiday theme(s) and comprehensive design overview).
 - b. Street level schematics.
 - c. Details of decorations and displays within the respective corridor(s), including dimensions and total quantity count.
 - d. Details of illumination, identifying City power source(s) and structures utilized (e.g., light poles, trees, alternate fixed structures) to achieve the lighting portion of the project task(s).
 - e. Maximum installed height of vertical lighting, displays, and decorations.
- 2. Detailed Project Scope of Work and Deliverables.**
 - a. Enumerate the specific tasks and duties to be performed by the Prime Proposer, and its sub-consultants and sub-contractors.
 - b. Describe the Prime Proposer's and Proposing Team's approach to efficiently coordinate the design, management, operation, and maintenance of all project elements in accordance with the Technical Requirements of the RFP.
 - c. Describe plan to integrate sustainable (environmentally preferable products, design and installation into project delivery.
 - d. Describe Prime Proposer's and Proposing Team's general approach to integrating the City and identified stakeholders in the various phases of the Project.
- 3. Outcomes and Performance Standards.**
 - a. Specify the schedules, outcome targets, minimal performance standards expectations, and methods for monitoring performance and process for implementing corrective actions throughout the duration of the project.
 - b. Provide information identifying how the Prime Proposer and Proposing Team will incorporate innovative and aesthetic design and other techniques in the Project through the lifecycle of the Project.
 - c. Describe Prime Proposer's and Proposing Team's general approach to traffic management, utility identification and relocation, if required, access during installation and maintenance, pedestrian and parking accommodation, logistics, and community outreach to mitigate disruption.
- 4. Schedule.** Provide a detailed project phasing plan and schedule indicating the timeline for each phase of the Project in terms of months from date of notice to proceed.
- 5. Quality Control and Risk Mitigation.**
 - a. Describe approach to effectively manage all aspects of the Contract in a quality, timely, and effective manner and integrate the different parts of the project organization with the City of Miami Beach in a cohesive and seamless manner.
 - b. Describe potential risks and risk mitigation plan.

TAB 2**Operations and Maintenance Plan**

The purpose of the Operations and Maintenance Plan is to ensure the project is fully functional and performs optimally until from installation through removal phases. Provide detailed responses as to how the optimal project performance will be maintained. Provide at a minimum:

- a. Monitoring and managing implementation schedules.
- b. Ongoing training and continuous improvement.
- c. Staffing plans.
- d. Preventive maintenance (procedures and schedules).
- e. Trouble shooting and corrective maintenance (repair requirements).
- f. Availability of parts and supplies.
- g. Performance monitoring and metrics, including periodic reports to the City.
- h. Storage capacity and location of storage facility.

TAB 3**Guaranteed Maximum Price (To Be Submitted in a Sealed Envelope)**

Actual Cost Tender Form shall be provided to short-listed firms at the conclusion of Phase I Evaluation.

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SECTION 0400

PROPOSAL EVALUATION

The Evaluation Process will be conducted in two (2) phases.

PHASE I EVALUATION PROCESS

1. Two Step Evaluation. The evaluation of responsive proposals in Phase 1 will proceed in a two-step process. The first step (Step 1) will consist of the qualitative criteria listed below to be considered by the Evaluation Committee. The second step (Step 2) will consist of quantitative criteria established below to be added to the first step scores by the Procurement Department.

2. Phase I / Step 1 Evaluation (100 Points). An Evaluation Committee, appointed by the City Manager, shall meet to evaluate each Proposal in accordance with the requirements set forth in the solicitation. If further information is desired, Proposers may be requested to make additional written submissions of a clarifying nature or oral presentations to the Evaluation Committee. The evaluation of proposals will proceed in a two-step process as noted below. It is important to note that the Evaluation Committee will score the qualitative portions of the proposals only. In doing so, the Evaluation Committee may:

- review and score all proposals received, with or without conducting interview sessions; or
- review all proposals received and short-list one or more Proposers to be further considered during subsequent interview session(s) (using the same criteria).

Proposers will be evaluated on the following Weighted Criteria:

Criteria Description	Points
Qualifications of Prime Proposer	50
Qualifications of Key Project Personnel	50
Maximum Points	100

3. Phase I / Step 2 Evaluation (10 Points). Following the results of Step 1 Evaluation Qualitative criteria, the proposers may receive additional points to be added by the Procurement Department to those points earned in Step 1, as follows.

- Veterans and State-Certified Service-Disabled Veteran Business Enterprise (5 points)
- Prime Proposer Volume of Work (0-5 Points). Points awarded to the proposer for volume of work awarded by the City in the last three (3) years in accordance with the following table:

Less than \$250,000	5
\$250,000.01 – \$2,000,000	3
Greater than \$2,000,000	0

4. Determination of Phase I & II Ranking. Numeric scores assigned in Phase I, Steps 1 and 2, will be converted to rankings in accordance with the following example:

		Proposer A	Proposer B	Proposer C
Committee Member 1	Step 1 Points	82	76	80
	Step 2 Points	0	5	0
	Total	82	81	80
	Rank	1	2	3
Committee Member 2	Step 1 Points	90	86	72
	Step 2 Points	0	5	0
	Total	90	1	72
	Rank	2	1	3
Committee Member 2	Step 1 Points	78	74	80
	Step 2 Points	0	5	0
	Total	78	79	80
	Rank	3	2	1
Low Aggregate Score		6	5	7
Phase I Ranking		2	1	3

- 5. Determination of Short-listed Proposers.** If all responsive proposals received are determined by City Manager to be qualified for Phase II, Phase II may proceed without interruption or additional approvals following Phase I. Otherwise, the City Manager may submit a recommendation to the City Commission to short-list one or more proposers at the conclusion of the Phase I evaluation. Following City Manager or City Commission approval of short-listed proposers pursuant to Phase I of the RFP, the short-listed proposers will be allotted approximately 45 days to prepare Phase II submittals for the Project.
- Following Phase I short-listing and prior to receipt of proposals pursuant to Phase II, the City may issue further information and clarifications via Addenda to the short-listed proposers, including (but not limited to) any amendments to the aforementioned reports, cost tender form, form of contract, and other informational items or requirements necessary for the short-listed proposers to submit its Phase II proposals.
 - Additionally, the City may conduct a pre-submittal conference with short-listed proposer to facilitate project understanding and consider any project specific questions from the short-listed proposers. Phase II proposals will be evaluated in accordance with the criteria established in Section 0400 for Phase II Evaluation.

PHASE II EVALUATION PROCESS

The Phase II evaluation process shall be completed by a Technical Review Committee, appointed by the City Manager, who may be different than the Evaluation Committee, who shall meet to evaluate each short-listed response and technical package in accordance with the criteria established below. In doing so, the Evaluation Committee will:

- a. Interview short-listed proposers, if deemed necessary.
- b. Receive input from a Technical Review by City Staff, and other City advisors.
- c. Score proposers utilizing the Evaluation Criteria.

Proposers will be evaluated on the following criteria (100 maximum possible points):

Criteria Description	Points
Design and Technical Proposals	35
Operations and Maintenance Plan	35
Guaranteed Maximum Price*	30
Maximum Points	100

* Sealed Cost Proposals will be opened at the conclusion of the review of Design and Technical Proposals by the Evaluation Committee.

Each proposed GMP shall be scored as follows:

Sample Objective Formula for Cost				
Vendor	Lump Sum Price	Example Maximum Allowable Points (Points noted are for illustrative purposes only. Actual points are noted above.)	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to	Total Points Awarded
Vendor A	\$100.00	20	$\$100 / \$100 \times 20 = 20$	20
Vendor B	\$150.00	20	$\$100 / \$150 \times 20 = 13$	13
Vendor C	\$200.00	20	$\$100 / \$200 \times 20 = 10$	10

Final Ranking is presented to the City Manager for further due diligence and recommendation to the City Commission. Final Ranking does not constitute an award recommendation until such time as the City Manager has made his recommendation to the City Commission, which may be different than final ranking results.

APPENDIX A



MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

RFP 2017-077-JC
Design, Furnish, Install, Maintain, Remove, and
Store Holiday Lighting and Decorations

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

Solicitation No: RFP 2017-077-JC	Solicitation Title: Design, Furnish, Install, Maintain, Remove, and Store Holiday Lighting and Decorations	
Procurement Contact: JASON CROUCH	Tel: 305-673-7000 X6694	Email: jasoncrouch@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek 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.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

4. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

6. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Department of Procurement Management with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

7. **Living Wage.** Pursuant to Section 2-408 of the Miami Beach City Code, as same may be amended from time to time, Proposers shall be required to pay all employees who provide services pursuant to this Agreement, the hourly living wage rates listed below:
- Commencing with City fiscal year 2012-13 (October 1, 2012), the hourly living rate will be \$11.28/hr with health benefits, and \$12.92/hr without benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

8. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/.

9. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

10. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

11. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

12. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

13. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
County of _____) On this ____ day of _____, 20____, personally
) appeared before me _____ who
County of _____) stated that (s)he is the _____
of _____, a corporation, and that the instrument was signed in behalf of
the said corporation by authority of its board of directors and acknowledged said
instrument to be its voluntary act and deed. Before me:

Notary Public for the State of Florida
My Commission Expires: _____.

APPENDIX B



MIAMI BEACH

“No Proposal” Form

RFP 2017-077-JC
Design, Furnish, Install, Maintain, Remove, and
Store Holiday Lighting and Decorations

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

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Proposal.” The “Statement of No Proposal” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Proposal” may result in not being notified of future solicitations by the City.

Statement of No Proposal

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form, may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH
PROCUREMENT DEPARTMENT
ATTN: **Jason Crouch**
PROPOSAL #**2017-077-JC**
1755 Meridian Ave, 3rd Floor
MIAMI BEACH, FL 33139

APPENDIX C



MIAMI BEACH

Minimum Requirements & Specifications

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C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Proposer shall submit, with its proposal, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its proposal or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its proposal considered.

1. Proposer (defined as the Firm) shall have minimum of three (3) references for commercial and/or governmental holiday lighting installation and decoration services within the last ten (10) years.

Required Submittals: For each reference submitted (minimum of 3), the following information is required: 1) Client Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email, 6) Narrative on Scope of Services provided, and project budget, 7) Contract years.

C2. Statement of Work Required.

The City of Miami Beach is seeking a qualified firm(s) for a comprehensive, turn-key approach to seasonal Design, Furnish, Install, Maintain, Remove, and Store Holiday Lighting and Decorations, in an effort to enhance the City's major thoroughfares, promote tourism, and increase related holiday revenues. The City expects to retain a Firm 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 shall be able to provide technical assistance and maintain industry best practices throughout the project.

This project includes, but is not limited to, the 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 annual holiday program. Proposals received pursuant to this RFP will be evaluated in a two-phased process.

C3. Specifications

General.

The successful Firm shall work closely with City of Miami Beach staff to meet the requirements and project deadlines of this RFP. Successful Firm shall ensure smooth and efficient project planning, staffing, communication updates, design and installation scheduling, through project completion, as required by the scope of services herein contained. Proposers shall include in their offer all required project labor, machinery, rentals, tools, travel, transportation, delivery, materials, equipment, supplies, permits, and related incidentals necessary to meet, in its entirety, the RFP requirements specified herein.

Firm shall be responsible for ensuring it is in possession of all required City permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of

the awarded Proposer(s).

Design and Furnish.

1. The City is seeking a holiday lighting and decorations, design proposal that will accentuate the City's image as a vibrant, culturally diverse, historic community, and world-class tourist destination.
2. Proposer(s) may choose to submit custom designed and fabricated lighting, decorations, and holiday displays as part of their proposal.
3. Custom-designed materials, displays, and decorations are not required in order to submit a proposal.
4. The City encourages elaborate design(s) for primary entrances to the City, as identified
5. The City encourages Proposer creativity in an effort to capture and achieve the above themes present in our iconic city. The City recognizes this may be accomplished through various means of design expression.
6. The City shall evaluate any and all design(s) submitted, ultimately determining the design(s) that represents the best interests of the City, in accordance with the requirements of this RFP.

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 31 of each contract year.
2. A detailed project implementation plan shall be provided to City staff by August 15 of each contract year.
3. Weekly status reports will be required after September 15 and continuing until final installation is approved by the City's project manager.
4. Successful Proposer shall provide to the City a final diagram and schematics depicting all project corridors and locations by September 15 each year.
5. Proposal shall include an electrical service plan to reflect anticipated total power usage for all lights, displays, and related equipment to support the project as specified herein.
6. Installations shall begin no later than October 1, and conclude no later than two (2) days prior to Thanksgiving Day of each contract year.
7. All designated areas must be fully functional by the Wednesday before Thanksgiving Day.
8. 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.
9. Lighting, displays, decorations and related materials shall remain fully operational and in excellent aesthetic condition throughout the holiday season.
10. 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.
11. The City will provide power, where approved, to power sources and outlets in order to accomplish the requirements of the RFP.

12. The contractor shall inspect and verify that all lighting and components is operational with daily checks and reports on all corridors.
13. Power outages shall be reported to Property Management upon discovery.
14. All components and holiday decorations shall be inspected in the same manner as the lighting, and re-installed or replaced as required.
15. Non-functional lighting and/or displays shall be replaced within twenty-four (24) hours of discovery, or upon notification by City staff.
16. During the holiday season, daily evening inspections and maintenance is required to ensure proper functionality.
17. 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.
18. 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.
19. Contractor shall have crew(s) trained and experienced in holiday lighting systems, available for daily maintenance and related services.
20. Employees must wear an identifiable, contractor-supplied uniform while performing related project services on City property.
21. The Contractor shall have availability 24-hours per day/7-days per week.
22. 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.
23. Contractor shall ensure that all holiday lighting, decorations and displays are functioning by 5:00 p.m. each day during the holiday season.
24. Contractor shall possess and maintain active Maintenance of Traffic (MOT) certification.

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.
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.

Project Timeline.

Phase 1: Preparation & Testing Begins	July 31
Project Plan Due	August 15
Weekly Status Reports Begin	September 15
Final Diagrams Due	September 15
Phase 2: Installation Begins	October 1
Installation Completion	November 21
Phase 3: Removal Phase	January 4-15

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. However, for the purposes of this RFP, the proposed locations below should serve as a baseline for proposal design, and should all be included as such in each proposal submitted. The City may add or remove locations dependent on budgetary funding.

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)

II. Key Corridors:

7. Alton Rd from 5th Street to 41st Street
8. Sunset Harbor Garage
9. Anchor Garage
10. Espanola Way from Washington Ave to Pennsylvania Ave
11. Washington Ave from 5th Street to Dade Blvd
12. Ocean Drive from 5th Street to 16th Street (includes Lummus Park)
13. 59th Street median
14. Collins Ave between 65th Street and 76th Street
15. 5th Street Lenox to Center Median (Lenox-Washington)
16. 71st Street (Bay Drive E to Bay Drive W)
17. 71st Street Normandy fountain and entrance sign
18. Normandy Drive (Bay Drive E to Bay Drive W)
19. Collins Park
20. 87th Street
21. 5th Street South Washington Ave
22. 5th Street South Alton Rd

APPENDIX D



MIAMI BEACH

Special Conditions

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1. **TERM OF CONTRACT.** The contract will have an initial term of three (3) years.
2. **OPTIONS TO RENEW.** The City, through its City Manager, will have the option to extend for two (2) additional one (1) year periods subject to the availability of funds for succeeding fiscal years.
3. **PRICES SHALL BE FIXED AND FIRM.** All prices quoted in the awardee's Proposal submittal shall remain firm and fixed, unless amended in writing by the City.
 - 3.1 **COST ESCALATION.** Prices must be held firm during the initial term of the agreement. During the renewal term, the City may consider prices increases not to increase the applicable Bureau of Labor Statistics (www.bls.gov) CPI-U index or 3%, whichever is less. The City may also consider increases based on mandated Living Wage increases. In considering cost escalation due to Living Wage increases, the City will only consider the direct costs related to Living Wage increases, exclusive of overhead, profit or any other related cost.

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APPENDIX E



MIAMI BEACH

Cost Tender Form

**Actual Cost Tender Form shall be provided to short-listed firms
at the conclusion of Phase I Evaluation.**

RFP 2017-077-JC

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Section 1 – Certification

The undersigned, as Proposer, hereby declares that the only persons interested in this proposal as principal are named herein and that no person other than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, firm, or parties making a proposal; and that it is, in all respects, made fairly and in good faith without collusion or fraud.

The Proposer further declares that it has examined the site of the Work and informed itself fully of all conditions pertaining to the place where the Work is to be done; that it has examined the Contract Documents and all addenda thereto furnished before the opening of the proposals, as acknowledged below; and that it has satisfied itself about the Work to be performed; and all other required information with the proposal; and that this proposal is submitted voluntarily and willingly.

The Proposer agrees, if this proposal is accepted, to contract with the City, a political subdivision of the State of Florida, pursuant to the terms and conditions of the Contract Documents and to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to construct and complete within the time limits specified the Work covered by the Contract Documents for the Project entitled:

REQUEST FOR PROPOSALS (RFP) No. 2017-077-JC
DESIGN, FURNISH, INSTALL, MAINTAIN, REMOVE, AND STORE HOLIDAY LIGHTING AND
DECORATIONS

The Proposer also agrees to furnish the required Performance Bond and Payment Bond or alternative form of security, if permitted by the City, each for not less than the total proposal price plus alternates, if any, provided in the RFP Price Form in Section 00408 and to furnish the required Certificate(s) of Insurance.

In the event of arithmetical errors between the division totals and the total base proposal in the RFP Price Form, the Proposer agrees that the total base proposal shall govern. In the event of a discrepancy between the numerical total base proposal and the written total base proposal, the written total base proposal shall govern. In absence of totals submitted for any division cost, the City shall interpret as no proposal for the division, which may disqualify the Proposer.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA) On this ____ day of _____, 20____,
personally

) appeared before me _____ who
) stated that (s)he is the _____ of _____, a
corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of
directors and acknowledged said instrument to be its voluntary act and deed. Before me:

Notary Public for the State of Florida

Section 2 – GUARANTEED MAXIMUM PRICE (GMP) - SAMPLE

Actual Cost Tender Form shall be provided to short-listed firms at the conclusion of Phase I Evaluation.

ANY LETTERS, ATTACHMENTS, OR ADDITIONAL INFORMATION TO BE CONSIDERED PART OF THE PROPOSAL MUST BE SUBMITTED IN DUPLICATE.

WRITTEN TOTAL: _____

PROPOSER (Print): _____

ADDRESS: _____

CITY/STATE: _____ **ZIP:** _____

FEDERAL I.D. #: _____

NAME/TITLE OF REPRESENTATIVE (Print): _____

SIGNED: _____

(I certify that I am authorized to execute this proposal and commit the proposing firm)

APPENDIX F



MIAMI BEACH

Insurance Requirements

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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 | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| <u> </u> Employee Dishonesty Bond | \$ <u> </u> .00 |
| <u> </u> Other | \$ <u> </u> .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.

APPENDIX G



MIAMI BEACH

Agreement

Actual Agreement shall be provided at Phase II meeting.

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