

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(RFP #68-17-18; Parade Floats)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this ____ day of 11/27/2018, 2018, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Festive Floats, LLC**, a limited liability company organized and registered to do business under the laws of the State of Florida, having its principal office at 15315 29th Lane East, Parrish, FL 34129 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on August 20, 2018, the City advertised ***Request for Proposals # 68-17-18 Parade Float Services*** (“RFP”), requesting proposals from qualified, experienced and insured vendors to provide parade floats for the City’s annual Winternational Parade and for other City designated events (“Services”); and

WHEREAS, the RFP was administered in accordance with Chapter 7, Article III, of the City Code of Ordinances; and

WHEREAS, in response to the RFP, Contractor was the sole respondent who had submitted a proposal with qualifications and references most advantageous to the City; and

WHEREAS, the City Manager find the execution of this Agreement serves the best interest of the City and is beneficial to the welfare of City residents.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 The City’s ***Request for Proposals # 68-17-18 Parade Float Services***, as amended, attached hereto by reference;

2.1.2 Contractor’s response to the RFP (“Proposal”), attached hereto, attached hereto as Exhibit “A”;

2.1.3 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The RFP.
- 2.2.4 The Proposal.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the RFP prior to Contractor submitting its Proposal or the right to clarify same shall be waived.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement ("Term") shall be one (1) year from the effective date of this Agreement. Following the Initial Term, the City shall have the option to renew this Agreement for two (2) additional periods of one (1) year, under the same terms and conditions.

3.2 Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor, and the acceptance of Services by the City Manager.

3.3 Minor adjustments to the Term which are approved in writing by the City Manager in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

3.4 When, in the opinion of the City Manager, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City Manager may request that the Contractor, within a reasonable time frame set forth in the City Manager's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City Manager the requested assurances within the prescribed time frame, the City Manager may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.5 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid the amount not to exceed Twelve Thousand Dollars (\$12,000.00) as full compensation for Services, pursuant to the terms and conditions of the Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Contractor executed by the Parties after execution of this Agreement. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.4 Contractor agrees and understands that: (i) any and all subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.5 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

5.6 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City Manager shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, at any time. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City Manager may declare the Contractor in default by written notification. The City Manager shall have the right to terminate this Agreement if the Contractor fails to cure the default within ten (10) days after receiving notice of default from the City Manager. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (10) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CONTRACTOR'S ERRORS AND OMISSIONS

9.1 Contractor shall be responsible for technically deficient Services due to Contractor's negligence, errors and omissions. Contractor shall promptly correct or replace all deficient Services without cost to City. The Contractor shall also be responsible for all damages resulting from such negligence, errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2016). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 11 - INSURANCE

11.1 Prior to the execution of this Agreement, Contractor shall submit certificate(s) of insurance meeting or exceeding the required coverage and specifically providing that the City is an additional named insured, with the following minimum coverage:

11.1.1 Commercial General Liability - Preferably written on an occurrence form, with minimum limits of \$1 Million per occurrence/\$2 Million aggregate to include contractual liability, bodily injury, property damage, personal, advertising injury and medical expense products/completed operations. The City shall be named additional insured.

The general liability limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

11.1.2 Commercial Automobile Liability - Automobile Liability Insurance with not less than One Million Dollars (\$1,000,000) per occurrence / combined single limit for bodily injury and property damage. Coverage shall apply to any auto including, owned, hired, leased and non-owned vehicles. The Contractor and any of its approved sub-contractors shall purchase and maintain coverage against claims. The City shall be named as an additional insured.

11.1.3 Worker's Compensation - as required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident, for bodily injury or disease. A Certificate of Exemption from the Florida Division of Workers' Compensation is required if exemption status is claimed.

11.2 Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed above and the policies of such insurance detailing the provisions of coverage have been received and approved by the City Manager.

11.3 Proof of insurance will be provided in the form of a Certificate of Insurance or Insurance Declarations page with endorsements showing the City as additional insured via a blanket endorsement, where applicable. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

11.4 Contractor shall guarantee that all required insurance remain current and in effect throughout the term of this Agreement. All insurance policies shall be maintained by Contractor in full force and effect throughout the Term of Agreement, including any extensions.

11.5 The City shall be named as an additional insured via a blanket endorsement for claims caused in whole or in part by the Contractor, its subcontractors', employees' or assignees'

negligent acts or omissions during the Term of this Agreement. This provision shall not limit the City's recovery for coverage under the Contractor's insurance policy.

11.6 Contractor shall not permit any subcontractor to begin Services until after similar minimum insurance to cover subcontractor has been obtained and approved by the City Manager.

11.7 In the event the insurance certificate provided by Contractor or subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) days prior to expiration of the date of the insurance, a renewed certificates of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance coverage remains in full force and effect.

11.8 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Contractor under this Agreement shall be delivered to the City Manager by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2016).

ARTICLE 13 – PUBLIC RECORDS

13.1 Contractor understands that the City is a public agency under Florida Law and that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions, limitations and exemptions of Chapter 119, Florida Statutes, and agrees to allow access as applicable by the City and the public to all documents subject to disclosure under applicable law. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement, and any extensions hereof, by the City Manager. As required by Section 119.0701(2)(a), Florida Statutes (2016), for this Agreement as a contract for Services:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXTENSION 12244, FMEDRANDA@NORTHMIAMI.FL.GOV, CITY OF NORTH MIAMI, OFFICE OF THE CITY MANAGER, 776 NE 125TH STREET, NORTH MIAMI, FLORIDA 33161.

13.2 Additionally, pursuant to Section 119.0701(2)(b), Florida Statutes (2016), Contractor under this Agreement, and any extension hereof, must comply with Florida public record laws, and as a Contractor with the City as a public agency, must:

13.2.1 Keep and maintain public records required by the public agency to perform the Service.

13.2.2 Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

13.2.3 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 contract if the contractor does not transfer the records to the public agency.

13.2.4 Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

13.3 Contractor and City understand that Section 119.0701(3), Florida Statutes (2016), further requires that:

13.3.1 A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

13.3.2 If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

13.3.3 A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

13.4 Contractor and City understand that Section 119.0701(4), Florida Statutes (2016), provides that:

13.4.1 If a civil action is filed against a contractor to compel production of public records relating to a public agency’s contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

13.4.2 A notice complies with subparagraph 2 above if it is sent to the public agency’s custodian of public records and to the contractor at the contractor’s address listed on its contract with the public agency or to the contractor’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.

13.4.3 A contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

13.5 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City Manager.

13.6 In the event the Agreement is terminated, Contractor agrees to provide the City Manager all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 14 - NOTICES

14.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Festive Floats of Florida, Inc.
 Attn: John Roberts, President
 15315 29th Lane East
 Parrish, FL 34129

For the City: City of North Miami
 Attn: City Manager
 776 N.E.125th Street
 North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

14.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

14.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 15 - CONFLICT OF INTEREST

15.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

15.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City Manager reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City Manager.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 All other terms, conditions and requirements contained in the RFP, which have not been modified by this Agreement, shall remain in full force and effect.

16.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

Festive Floats, LLC, a Florida limited liability company,
"Contractor":

By: DocuSigned by:
Tonya Parker
9F25D368E5054DD...

By: DocuSigned by:
John Roberts
9F25D368E5054DD...

Print Name: Tonya Parker

Print Name: John Roberts

Date: 11/19/2018

Date: 11/19/2018

ATTEST:

City of North Miami, a Florida municipal corporation:
"City"

By: DocuSigned by:
Michael A. Etienne
2C7010872EE8414...
Michael A. Etienne, Esq.
City Clerk

By: DocuSigned by:
Larry M. Spring, Jr.
C23984D5A2724CF...
Larry M. Spring, Jr., CPA
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: DocuSigned by:
Jeff P.H. Cazeau
8AF8443D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney



MEMORANDUM

To: Larry M. Spring, Jr., City Manager

Via: Alberto Destrade, Purchasing Director 

From: Marie Charles, Administration Specialist 

Date: October 8, 2018

RE: Recommendation for Award – RFP 68-17-18 Parade Float Services

For your review and signature, approving the selection of Festive Floats, LLC (“Festive Floats”), as the sole responsive and responsible bidder for Request for Proposal (“RFP”) No. 68-17-18 Parade Float Services to provide the City with parade floats at the City’s annual Winternational Parade in an a lump sum amount not to exceed \$12,000, which includes the option of adding two (2) additional floats at the City’s discretion.

BACKGROUND

On August 20, 2018 the City advertised RFP 68-17-18 Parade Float Services requesting proposal from qualified and experienced vendors to provide parade floats at the City’s Winternational Parade. The City notified five (5) potential vendors for this RFP including Holiday Parade Floats, Floats One, Shawn Parades, Festive Floats, LLC, and Southeastern Float Co. In response to this solicitation, the City received one (1) proposal as of the due of this RFP. After reviewing and evaluating the proposal, the Evaluation Committee reviewed the Festive Float proposal following the guidelines published in the solicitation and recommended the award of this contract to Festive Floats. The final score based on this meeting is as followed below.

Vendors	Evaluator					Committee Scores	Ranking Order
	Alberte Bazile	Christine Carney	Ernesto Ramos	Karen Warren	Takisha Williams		
Festive Floats, LLC	58	65	65	68	50	306	1

Festive Floats has successfully provided the City with parade floats in the past for its annual Winternational Parade event at competitive pricing. Giving the above, staff is requesting approval to award Festive Float as the sole responsive for a one (1) year initial term with three (3) options to renew on a year-by-year basis.



MEMORANDUM

Recommended Bidder(s): Festive Floats, LLC

In the amount of: Lump sum amount \$12,000

Approved:  10/17/18
Larry M. Spring, Jr., City Manager

Attachments:

- RFP 68-17-18 Parade Float Services
- Festive Floats' Proposal



REQUEST FOR PROPOSALS

PARADE FLOAT SERVICES

RFP No. 68-17-18

ADVERTISEMENT DATE

MONDAY, AUGUST 13, 2018

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

MONDAY, AUGUST 20, 2018 BY NO LATER THAN 3:30PM (LOCAL TIME)

BID SUBMITTAL DEADLINE

FRIDAY, AUGUST 31, 2018 BY NO LATER THAN 3:30PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Contact Person: Marie Charles, Purchasing Department
Email: purchasing@northmiamifl.gov Phone: (305) 895-9886



The City of North Miami is seeking Proposals from qualified and experienced firms to provide Parade Float Services for the City annual Winternational Parade held on Thanksgiving Day.

Please submit one (1) original Bid, five (5) complete bound copies of the original Proposal and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

IMPORTANT: SOLICITATION ENCLOSED

**Parade Float Services
RFP No. 68-17-18**

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday, August 13, 2018	
Deadline for Questions/Clarifications:	Monday, August 20, 2018	3:30 pm
Deadline for Proposal:	Friday, August 31, 2018	3:30 pm
Evaluation Committee:	TBD	TBD
City Council Contract Approval Date:	TBD	TBD

(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712 or may be downloaded from the City's Purchasing Department website at http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent(s) offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade,
Purchasing Director

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All of our Contract forms are fill-in able and can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

- A-1 Public Entity Crimes Affidavit
- A-2 Non-Collusive Certificate
- A-3 Local Preference Affidavit (*if applicable*)
- A-3(a) Statement of intent (*if applicable*)
- A-5 Acknowledgement of Addenda (*if applicable*)
- A-6 Respondents Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7 Insurance Requirements
- A-14 References

Section 1.0 Instructions to Proposers / General Terms and Conditions

1.1 DEFINITIONS

- a) "City" means the City of North Miami.
- b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.
- c) "City Manager" means the Chief Executive Officer of the City or his designee.
- d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including amendments, containing terms and obligations governing the relationship between the City and the Contractor.
- e) "Contractor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.
- f) "Department" means a department of the City of North Miami, as may be designated herein.
- g) "Evaluation Committee" is comprised of individuals selected by the City Council charged with the responsibility of evaluating Proposals and providing a short list to the City Council for final selection.
- h) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.
- i) "Proposer" or "Respondent." All individuals, firms, consultants, organizations, or other entities submitting a response to this RFP.
- j) "Project" is the total sum of all Work and Services to be performed under a Contract
- k) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.
- l) "Solicitation" means this Request for Proposal ("RFP") document, and all associated addenda and attachments.
- m) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.
- n) "Work" or "Services" includes all labor, expertise, and services provided or to be provided by the Contractor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such

as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety, police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 SOLICITATION

This Solicitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit, (Form "A-1")* attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any

Evaluation Committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or assigned (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number.** All addenda placed on the Demand Star can be downloaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars (\$1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official Contract is duly executed by the parties. The selected Respondent shall be

required to sign a Contract which the City Council determines to be fair, competitive and reasonable.

1.14 COSTS OF PROPOSAL

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Contractor shall be liable for the payment of all applicable taxes incurred as a result of providing Services and is responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Respondent is deemed non-qualified; or
- (4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The Evaluation Committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and noticed by the City. Following the completion of oral presentations, the Evaluation Committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

Upon approval by the City Manager, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the City Council for

their review of the Committee's recommendation. The City Council may accept or reject in whole or part the Committee's recommendation.

1.24 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City may award one or more contracts but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required information and any other items as indicated on the Proposal Form. Proposals may be considered "Non-Responsive" if the required information is not submitted by the date and time specified or prior to award.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Sections 7-192, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the Cone of Silence, the director of the Purchasing Department or designee shall provide for public notice of the Cone of Silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before Evaluation Committee, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the

Proposal except upon written approval of the City (**See "Form A-6"**).

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application (*revised 7/09*) from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.32 PUBLIC RECORDS

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL VENDOR PREFERENCE

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or

Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or

Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty (30) days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City will not accept Proposals received after the deadline for submittals time and encourages early submittal.

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Office of the City Clerk located on the 1st floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded,

in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.43 EEOP UTILIZATION REPORT

City of North Miami EEOP Manual will be provided upon request.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to request Proposals from responsive and responsible vendors to furnish all labor, equipment, materials and supervision as required to provide parade float services for the City of North Miami annual Winternational Parade held on Thanksgiving Day, as further specified herein.

2.2 TERM OF CONTRACT

The Contract will commence upon the date established in the City's Notice of Award, which will be contingent upon the completion and submittal of all required solicitation documents. The initial term of this Contract will be for one (1) year.

2.3 OPTION TO RENEW

The City Manager or duly authorized designee reserves the sole option to renew this Contract for two (2) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the successful Bidder in accordance with the Scope of Services stated herein.

2.4 METHOD OF AWARD

Method of Award details can be found in Section 4-Evaluation/Selection Process of this solicitation.

2.5 MINIMUM QUALIFICATION AND EXPERIENCE

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm, has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.5.1 The Respondent shall be licensed to do business in the State of Florida. **Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.**

2.5.2 **References:** The Respondent must submit at least two (2) references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last ten (10) years.** Only one reference may be submitted for services rendered for the City of North Miami.

2.5.3 Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial. **The Respondent must submit a notarized statement ensuring compliance with this requirement.**

2.6 INSURANCE AND INDEMNIFICATION

Respondents must submit with their Responses, either proof of insurance meeting or exceeding the following coverage **or** a letter of intent to provide the following requirements if awarded a Contract:

GENERAL LIABILITY

Preferably written on an occurrence form, with minimum limits of \$1 Million per occurrence/\$2 Million aggregate to include contractual liability, bodily injury, property damage, personal, advertising injury and medical expense products/completed operations. The City shall be named additional insured.

The general liability limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

AUTOMOBILE LIABILITY (COVERING OWNED, NON-OWNED & HIRED VEHICLES)

Automobile Liability Insurance with not less than One Million Dollars (\$1,000,000) per occurrence / combined single limit for bodily injury and property damage. Coverage shall apply to any auto including, owned, hired, leased and non-owned vehicles. The Contractor and any of its approved sub-contractors shall purchase and maintain coverage against claims. The City shall be named as an additional insured.

WORKER'S COMPENSATION

Workers' Compensation Insurance as required by the State of Florida with statutory limits, including coverage for employer's liability with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

Both General and Automobile Liability insurance shall name the City of North Miami as an additional insured. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City, 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 an Agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors.

Contractor shall pay all claims and losses in connection therein 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, judgment and attorney's fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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 Contractor must submit, no later than ten (10) days after award and prior to commencement of any work, a certificate of insurance naming the City of North Miami as an additional insured.

2.7 FAILURE TO PERFORM

If in the opinion of the City, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City's expectations, then the City may notify the Contractor that the City will terminate the contract. The City may thereupon look to the next highest ranked, responsible and responsive Respondent to provide the Services in this Solicitation.

2.8 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.9 ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. All Vendors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Vendor.

2.10 ACCEPTANCE OF SERVICES BY THE CITY

The Services to be provided hereunder shall be in full compliance with the specifications and requirements set forth in the Contract Documents.

2.11 COUNCIL MEETING

Awarded Vendor must be available to attend City Council meetings, if so requested by the City and must be prepared to answer any questions and/or provide oral presentations (using presentation board, PowerPoint, or handouts) if requested by City Council and/or an authorized City Representative.

2.12 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at purchasing@northmiamifl.gov. Respondent(s) must understand that the only official answer or position of the City will be the one issued in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the specific page and paragraph number for each question in order to ensure that questions are responded to correctly. All questions and/or request for clarification must be received by the Purchasing Department by no later than the time and date specified in the Solicitation Timetable section.

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at www.northmiamifl.gov/departments/purchasing and on Demand Star by Onvia at

www.demandstar.com or can also be obtained by calling toll free 1-800-711-1712 and requesting the corresponding documents number.

It is the sole responsibility of each Respondent to confirm whether any addendum has been issued by the City prior to the stipulated deadline for submittal of Proposals and to acknowledge said addendum, if any, as part of their Proposal.

This RFP is issued pursuant to the City of North Miami Ordinance Section 7-192, titled "Cone of Silence", which prohibits certain types of communications.

2.13 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

Any Respondent who wishes to withdraw or modify their Proposal may do so in writing to the Purchasing Department prior to the deadline for opening of Proposals. Proposals shall become property of the City and subject to the public records rules and regulations once the deadline of Proposals has lapsed.

2.14 CHANGE OF PROPOSAL

Any Proposer, who desires to change his/her submittal, shall do so in writing. Any request for changes shall be received prior to the date and hour of the Proposal opening. The Proposer's name and the RFP number shall appear on the envelope.

END OF SECTION

SECTION 3.0

SCOPE OF SERVICES

3.1 SCOPE OF SERVICES

The City of North Miami is requesting proposal from qualified vendors to provide four (4) floats with tow units for the Winternational Parade held on Thanksgiving Day with the following themes:

- Children's Theme Float
- Winter wonderland Theme Float
- Holiday Float – Santa friendly float
- Miscellaneous Float – to be selected and modified every year to match Grand Marshal or main theme.

Additionally, as part of your Proposal, the City requests additional pricing to be guaranteed for the duration of the contract period for up to two (2) additional floats. Pricing should be submitted on the table included on **Appendix "A"** of this Solicitation under "**Optional Services**".

3.2 FLOATS AND TOW UNITS

All floats shall be, at minimum, 12 to 18 feet in height and must have a ball hitch and/or pintel-hook for the tow unit. All floats shall hold a minimum of 10-15 people.

Each tow unit must be able to hold a minimum of five (5) people and should be coordinated with the float in style of décor or should represent a polished look for the parade. Please be advised that the tow units shall be utilized at the discretion of the City. The City reserves the option to either utilize its own tows or to request tows from the selected vendor.

3.3 DELIVERY LOCATION

Bidder shall deliver all Parade Floats to NE 125th Street (between NE 5th Avenue and NE 2nd Avenue), North Miami, FL by 6:30 AM on Thursday, November 24, 2016 and on Thanksgiving Day each subsequent year thereafter for the duration of the contract term.

3.4 SOUND

All floats and tow units shall be equipped with sound and flow with its theme accordingly. Sound should include a Bluetooth connection as well as the option to play a CD. The City reserves the right to select/approve the music. A selection of music will be provided and handed to the driver.

3.5 DRIVERS

Drivers are to be provided for each float and to remain with the float the entire time of the event. Floats are required to be in the staging area by 7 AM due to street closures. Parade kickoff is at 10 AM until noon.

3.6 COMMUNICATION

Drivers shall be equipped with cell phones and/or radios to communicate with each other in the event of an emergency.

3.7 SIGNAGE

Each float must provide a banner that is clearly visible to spectators along a 4 lane roadway, with a minimum of 12" lettering in clear font to be reviewed by the City. Banner should be at least 5 to 8 feet in length and a minimum of 2.5 feet in height. Signage must also be placed on both sides of each float – specific to the theme and name submitted by the City to the awarded vendor.

END OF SECTION

SECTION 4.0 EVALUATION / SELECTION PROCESS

4.1 REVIEW OF PROPOSALS

Each Proposal will be reviewed to determine if it is responsive to the submittal requirements outlined in this Solicitation. A responsive Proposal is one which complies with the requirements of this Solicitation, includes all of the necessary documentation, is submitted in the format outlined in this Solicitation, is submitted in a timely manner and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive. The Contract will be awarded to the most responsive proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a Proposal, each Respondent acknowledges and agrees to all terms and conditions set forth in this RFP and agreement by the City of North Miami.

Each individual and/or firm acknowledges and agrees that due care and diligence was exercised in the preparation of its Proposal and all information contained therein is believed to be correct. The Respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Respondent must demonstrate sufficient capacity, resources and experience to provide the professional services in their discipline, as required by the City. Any proposer that fails to meet all of the minimum criteria shall be noted as “non-responsive” and their Proposal will not be considered eligible.

See Section 2.5 of this Solicitation for a full description of the minimum requirements which a Respondent must possess and submit applicable documentation in order to be considered eligible for this Contract.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 4.4. The Committee may choose to recommend the highest ranked Respondent for award by the City Council, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.

In the event that the Committee chooses to interview one or more Respondents, the final ranking for each Respondent shall be based on the Committee's final evaluation following their interview of the selected firms. The Committee's final results and recommendation for award shall be submitted for review and approval by the City Council.

4.3.2 EVALUATION OF PROPOSALS

Each Respondent will be scored on a scale of "0" to "100" per each Committee member with the maximum number of points available for each category as noted in the table below. The maximum number of points to be scored under this process is **100 points per Committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by the sum of all scores issued by each Committee member.

EVALUATION CRITERIA

CRITERIA	DESCRIPTION	MAXIMUM POINTS
1	Experience & Qualifications <i>(see Section 5.1 – Part V)</i>	40
2	Methodology & Approach <i>(see Section 5.1 – Part VI)</i>	20
3	Price Proposal <i>(see Section 5.1 – Part VII)</i>	20
4	MWBE and/or SBE Participation <i>(see Section 5.1 – Part VIII)</i>	10
5	References <i>(see Section 5.1 – Part IX)</i>	10
TOTAL		100

The City reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFP procedures, and to accept or reject any item or combinations of items. The award will be made to the firm whose experience and qualifications, as reflected in their proposal, is deemed to be in the best interest of the City.

4.3.3 COMMITTEE INTERVIEWS

Respondents may be invited to make a presentation as a part of the evaluation process for this Solicitation. The Committee will schedule interviews only with selected Respondents. Notice of assigned presentation times will be communicated in advance to the Respondent but may be given short notice of appearance. The presentation may clarify but may not modify the content of the Respondent's proposal. Verbal communications between the presenter(s) and evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges shall not be misconstrued as a "negotiation" of terms by either party. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

4.3.4 NEGOTIATIONS PROCESS

If for any reason the City cannot reach agreement on a contract with the highest ranked firm, the City reserves the right to terminate negotiations and proceed to negotiate with the second highest ranked firm. This process may continue until a contract acceptable to the City has been finalized, or all negotiations have been proven unsuccessful. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

4.4 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City's Purchasing Department, in writing at purchasing@northmiamifl.gov. The City Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The proposer shall furnish such additional information as the City may reasonably require. This includes information which indicates financial resources as well as ability to provide the requisite services.

4.5 LOCAL BUSINESS PREFERENCE

This RFP is issued in accordance with the City of North Miami Code of Ordinances Sec. 7-151, which states that preference be given to local businesses, in the form of ten percent (10%) of the total evaluation points or ten percent (10%) of the total bid price. Respondents must submit Forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. **Failure to submit required documentation may render the Respondent ineligible for local preference.**

END OF SECTION

SECTION 5.0 PROPOSAL FORMAT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO ENSURE THE PROPOSAL BEING SUBMITTED IS TIMELY, COMPLETE, INCLUSIVE OF ADDRESSING ALL OF THE REQUIREMENTS, AND EVALUATION CRITERIA HEREIN.

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be marked "**ORIGINAL**". The document copies should be individually bound. Digital copies must be provided on a CD or USB flash drive in Adobe or Word format. Proposals which do not include the required documents, in the order listed below, may be deemed non-responsive and may not be considered for evaluation.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

Proposal shall be limited in size as to what can fit into a 2 1/2" binder. USB Flash Drive must be clearly labeled with Company Name and Proposal Number.

Each Proposal must be submitted as follows:

- One (1) original (must be clearly identified as "**ORIGINAL**")
- Five (5) copies
- One (1) digital copy on a CD or USB flash drive clearly labeled with Company Name

The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed Services. The Proposal must include the following information:

5.1 PROPOSAL FORMAT

The proposal should be in the following format:

LABEL EACH SECTION AS NUMBERED

Part I - Proposal Contact Information Form

Please use Cover Page and Contact Information form attached hereto under **Section 6.0** of this Solicitation as the first sheet of your Proposal. This form must be completed and signed by an authorized officer of the company. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this RFP.

Part II - Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

Part III - Letter of Introduction

Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation.

Part IV - Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City/County/State Occupational License(s) where applicable.

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

Part V - Experience & Qualifications of Firm – 40 Points

- Indicate the firm's experience in providing parade float services including copies of all licenses, certifications, and any other pertinent information to satisfy the minimum qualification requirements described in this Solicitation.
- Describe any other experiences related to the work or Services described in the Scope of Services, and any other information which may be specific to the requirements.

Part VI - Methodology & Approach – 20 Points

- Describe your firm's understanding of the services detailed in this Solicitation and your firm's strengths in providing these services.
- Provide a detailed description/plan of how services will be transitioned under the agreement from current operations and staff to the Firm focusing on a smooth, seamless transition.

Part VII - Price Proposal – 20 Points

The Respondent must submit a fixed hourly fee that is inclusive of all service costs for the identified services (**See Appendix "A" – Price Proposal Form**). No additional fees will be allowed. No increases in fees will be allowed for night hours, weekend hours, special events, or schedule changes. Proposer should incorporate any overhead into the hourly rates including, without limitation, all uniform parts, supplies, equipment, telephone, mileage, and other charges.

Part VIII - Minority/Woman Owned Business and/or Small Business Enterprise Participation – 10 Points

Indicate whether the Respondent or any of its Sub-Contractors is certified as either a Minority Owned or Woman Owned Business and/or Small Business Enterprise. Please submit proof of current MWB and/or SBE certification.

Part IX – References – 10 Points

The Respondent must submit references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last**

ten (10) years. Only one reference may be submitted for services rendered to the City. **(See Form A-14)**

Part X – Local Preference

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business preference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

5.2 CONTRACT FORMS

All of our forms can be found on our website at:

<http://www.northmiamifl.gov/departments/purchasing/forms.aspx>

Please ensure to include all applicable forms with your Proposal documents signed and notarized as required.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION



SECTION 6.0 BID FORMS



COVER PAGE & CONTACT INFORMATION

**PARADE FLOATS SERVICES
RFP 68-17-18**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.



1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____



MINIMUM REQUIREMENTS

**PARADE FLOAT SERVICES
RFP 68-17-18**

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida. Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.	Attach Copy of Active Sunbiz.org Registration <input data-bbox="1279 646 1336 695" type="checkbox"/>
2.)	The Respondent must submit at least two (2) references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. References can only be listed for work performed within the last ten (10) years. Only one reference may be submitted for services rendered for the City of North Miami.	Attach Relevant Documents <input data-bbox="1279 840 1336 888" type="checkbox"/>
3.)	Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a result of military court martial. The Respondent must submit a notarized statement ensuring compliance with this requirement.	Attach Form A-14 <input data-bbox="1279 1066 1336 1115" type="checkbox"/>



BID SUBMITTAL CHECKLIST

**PARADE FLOAT SERVICES
RFP 68-17-18**

This checklist is provided for the Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist is not a comprehensive list of all documents to be submitted as part of the Respondent's proposal and may not necessarily include all of the requirements listed throughout this Solicitation.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Minimum Requirements Checklist	
	Bid Submittal Checklist	
	Appendix A: Price Proposal Form	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Bid Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-3(a) Statement of Intent <i>(if applicable)</i>	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-7 Insurance Requirements	
	A-14 References	



APPENDIX "A"
PRICE PROPOSAL FORM



**PRICE PROPOSAL FORM
PARADE FLOAT SERVICES
RFP 68-17-18**

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
Thanksgiving Theme Float	\$ _____	x1	\$ _____
City's Birthday Float (1 st year)/ Children's Theme (subsequent years)	\$ _____	x1	\$ _____
Holiday Float	\$ _____	x1	\$ _____
Miscellaneous Float	\$ _____	x1	\$ _____
Tow & Driver For Each Tow	\$ _____	x4	\$ _____
GRAND TOTAL:			\$ _____

OPTIONAL SERVICES: Please provide pricing that you will guarantee for the duration of the Contract period for up to two (2) additional floats. Floats will be required to meet the requirements detailed in Section 3 "Scope of Services". The City reserves the right to add or remove one or both of the additional floats below from the contract on a year-by-year basis with reasonable prior notice to the vendor.

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
Additional Float – Caribbean Flare	\$ _____	x1	\$ _____
Additional Float - Miscellaneous	\$ _____	x1	\$ _____
Tow & Driver For Each Tow	\$ _____	X2	\$ _____
GRAND TOTAL:			\$ _____

1. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Company Representative (Print Name)

Date

Signature

Title



APPENDIX "B"
CONE OF SILENCE

Cone of Silence Notification

The Purchasing Department has advertised a Solicitation that affects all City of North Miami Departments. The Cone of Silence, as noted below, is in effect until such award is presented to and approved by the City Council. This Solicitation can be found on www.demandstar.com and on http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx Please do not communicate with vendors regarding:

PARADE FLOAT SERVICES RFP No. 68-17-18

DIVISION 8. CONE OF SILENCE

Sec. 7-192. Cone of Silence.

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the City. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with City department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

(b) Cone of silence is defined to mean a PROHIBITION on:

- (1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City manager and his or her staff;
- (2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;
- (3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;
- (4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the selection committee or evaluation committee; and
- (5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The City manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the City manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the City manager.

(d) Notwithstanding the foregoing, the cone of silence shall not apply to:

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the City;

(2) Communications with the City attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the City manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

Sec. 7-193. Procedure.

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such notice with the City clerk, with a copy thereof to each City council member, and shall include in any public solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the City manager makes his or her written recommendation of award; provided, however, that if the City manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the City manager makes a subsequent written recommendation of award. If the City manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the City manager issues a written recommendation of award or until the City manager withdraws the re-issued RFP or IFB.

(c) *Exceptions.* The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the City council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the City clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



COVER PAGE & CONTACT INFORMATION

**PARADE FLOATS SERVICES
RFP 68-17-18**

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): Festive Floats, LLC

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification (FEIN) Number: 83-0999964

Mailing Address: 2102 Orient Rd.

City, State, Zip Code: Tampa, FL 33619

Contact Name: Chick "Dolores" Adams

Title: Manager

Contact Email Address: FestiveFloats@Earthlink.net

Contact Telephone Number: (813) 879-2878

Fax Number: _____

*The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

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LETTER OF INTRODUCTION

Bruce and "Chick" Adams the former owners of Festive Floats of Florida, Inc. for over 30 years has sold the business and it is now Festive Floats, LLC. The new owner is John Roberts. Bruce and Chick Adams are still involved as managers and will be for up to five (5) years.

John Roberts has purchased the warehouse on 2 ½ acres in Tampa, Fl. He took ownership of the property in 2018. He maintains full time employment of 6 people. He will continue to maintain at least 125 parades a year.

We feel as though with the help of Bruce and "Chick" and former employees of Festive Floats of Florida, Inc. he will have the technical knowledge and practical experience to provide The City of North Miami with four parade floats. Festive Floats, LLC will be providing a minimal of fifteen (15) floats for the Light Up Viera Parade held on November 24, 2018 and also a minimal of twenty (20) floats for the Lakeland Holiday Parade that will be held on December 6, 2018.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Limited Liability Company
FESTIVE FLOATS, LLC

Filing Information

Document Number L18000118573
FEI/EIN Number NONE
Date Filed 05/09/2018
State FL
Status ACTIVE

Principal Address

15315 29TH LANE EAST
PARRISH, FL 34129

Mailing Address

15315 29TH LANE EAST
PARRISH, FL 34129

Registered Agent Name & Address

MESSICK, ROBERT E, ESQ.
C/O ICARD MERRILL ET AL. PA
2033 MAIN STREET, SUITE 600
SARASOTA, FL 34237

Authorized Person(s) Detail

Name & Address

Title AMBR

ROBERTS, JOHN P
15315 29TH LANE EAST
PARRISH, FL 34129

Annual Reports

No Annual Reports Filed

Document Images

[05/09/2018 -- Florida Limited Liability](#) [View image in PDF format](#)

4.

PROPOSAL

Festive Floats, LLC proposes to provide (4) parade floats with tow units for the City of North Miami Winternational Parade to be held on Thanksgiving Day, November 22, 2018, with the following themes:

**Children's Theme Float
Winter Wonderland Float
Holiday Float-Santa Friendly
Miscellaneous Float**

Two (2) additional floats will be selected and modified every year to match Grand Marshal or main theme. The City will reserve the right to add or remove one or both of the additional floats from the contract on a year-by-year basis with reasonable prior notice to the vendor.

The initial Agreement shall be for one (1) year. The City manager reserves the sole option to renew this contract for two (2) additional one (1) year periods.

Festive Floats, LLC will transport all floats to the staging area by 6:30 A.M. on Thanksgiving Day November 22, 2018, and on Thanksgiving Day each subsequent year thereafter throughout the term of the contract. Each float will be provided with a driver. Each driver will be equipped with a cell phone and/or radio to communicate with each other in the event of an emergency.

The floats shall be 8'-10' wide and 30'-35' long and will hold a minimum of 15-20 people.

Festive Floats, LLC towing vehicles will be utilized at the discretion of the City. The City reserves the option to either utilize its own tow units or to request towing vehicles from the selected vendor.

Each float will be equipped with a sound system. At least two floats will have the option of plugging in an I-Pod and two capable of playing CD'S.

A banner will be provided for each float with 12" lettering and will be 5-8 feet in length and a minimum of 2.5 feet in height. Signage will be placed on each side of the float as specified by the City.

Festive Floats, LLC will provide the above service, for (4) floats for \$2,000.00 per float or \$8,000.00 for the (4) floats. The price will include a towing vehicle for each float at no additional fee.

Festive Floats, LLC will provide the above services for a period of (1) year. The City will reserve the right to extend the Contract for an additional two (2) years, on

a year-to-year basis, under the same terms and conditions submitted for this initial term.

A copy of Worker's Compensation Insurance as required by the State of Florida with statutory limits, including coverage for employer's liability with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence / combined single limit for bodily injury and property damage will be provided to the City and a Certificate of Liability Insurance naming the City of North Miami as additional insured. This shall be provided to the City no later than five (5) days after award and prior to execution of Contract.

Festive Floats, LLC shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and cost of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes or actions or proceeding of any kind or nature arising out of , relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.



PRICE PROPOSAL FORM
PARADE FLOAT SERVICES
RFP 68-17-18

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
Thanksgiving Theme Float	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
City's Birthday Float (1 st year)/ Children's Theme (subsequent years)	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
Holiday Float	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
Miscellaneous Float	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
Tow & Driver For Each Tow	\$ <u>Ø</u>	x4	\$ <u>Ø</u>
GRAND TOTAL:			\$ <u>8,000</u>

OPTIONAL SERVICES: Please provide pricing that you will guarantee for the duration of the Contract period for up to two (2) additional floats. Floats will be required to meet the requirements detailed in Section 3 "Scope of Services". The City reserves the right to add or remove one or both of the additional floats below from the contract on a year-by-year basis with reasonable prior notice to the vendor.

DESCRIPTION	UNIT COST	QUANTITY	TOTAL COST
Additional Float – Caribbean Flare	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
Additional Float - Miscellaneous	\$ <u>2,000</u>	x1	\$ <u>2,000</u>
Tow & Driver For Each Tow	\$ <u>Ø</u>	x2	\$ <u>Ø</u>
GRAND TOTAL:			\$ <u>4,000</u>

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.

2. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Festive Floats, LLC
Company Name

Chick "Dolores" Adams
Authorized Company Representative (Print Name)

August 29, 2018
Date

Chick "Klubs" Adams
Signature

Manager
Title



REFERENCES (Form A-14)

List a minimum of three (3)

Name: Mission Radio FL Contact: Maritza Cano

Address: 800 Douglas Road

City: Miami (Coral Gables) State: Fl. Zip: 33134

Contact Person: Maritza Cano or Claire Valerio

Phone: 305-569-3158 E-Mail: Mcano@Univision.net

Type of Job Performed & Cost: Supplied 15 floats for 3-Kings parade held on Jan. 15, 2018

Name: The Rays Contact: Ashley Austin

Address: One Tropicana blvd

City: St. Petersburg State: Fl. Zip: 33705

Contact Person: Ashley Austin

Phone: 727-342-5792 E-Mail: Aaustin@raysbaseball.com

Type of Job Performed & Cost: Provide "The Rays" Parade float for 6 different parades in the Tampa Bay Area

Name: Outback Bowl Contact: Jerry Kurig

Address: 4211 Bay Street Road, Suite 560

City: Tampa State: Fl. Zip: 33607

Contact Person: Jerry Kurig

Phone: 813-874-2695 E-Mail: Jerry@Outbackbowl.com

Type of Job Performed & Cost: Provide parade floats for the Outback Bowl Parade & other parades in Tampa, FL



FORM "A-2"
NON-COLLUSIVE BIDDER CERTIFICATE
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

" Before me, the undersigned authority, on this day personally appeared Chick "Dobres" Adams (Authorized Officer), who being by me duly sworn, deposes and says:

1. That he/she is the Manager of the corporation/partnership known and styles as Festive Floats, LLC, duly formed under the laws of the State of Florida, on May 9, 2018, is duly authorized to represent such corporation/partnership in the making of this Affidavit and certification.

2. That Festive Floats, LLC (corporation/partnership) has not, within 6 months next preceding the date of this affidavit, entered into any combination, contract, obligation, or agreement to create nor that may tend to create or to carry out any restriction on secret, competitive bidding on the procurement of RFP No. 68-17-18, to fix, maintain, increase, or reduce the price set out in the Proposal (bid) on the Project; to fix or maintain any standard or figure whereby the price bid in the Proposal is or has been in any manner affected, controlled, or established; or in any other manner to prevent or lessen competition in the bidding for the Project.

3. That Festive Floats, LLC (corporation/partnership) has not, during such time, entered into, executed, or carried out any contract, obligation, or agreement with any person, corporation, or association of persons not to bid on this Project below a common standard or figure, to keep the price thereof at fixed or graded figures, to preclude a fair and unrestricted competition in the bidding of this Project, to regulate, fix or limit the bidding on the Project, or to abstain from engaging in the bidding on the Project, or any portion thereof.

4. That Festive Floats, LLC (corporation/partnership) has not within 6 months next preceding the date of this Affidavit, either directly or through the instrumentality of trustees or otherwise, acquired assets shares, bonds, franchise, or other rights in or physical properties of any other corporation or partnership for the purpose of preventing or lessening, or in a manner that tends to affect or lessen, competition in the bidding on this Project.

5. That Festive Floats, LLC (corporation/partnership) has not within such time entered into any agreement or understanding to refuse to buy from or sell to any other person, corporation, firm, or association of person who bids on the Project.



6. That no officer of Festive Floats LLC has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.

7. That these representations and warranties will be true at the time of the bid opening.

Halover Adam
By: Halover Adam
Its: Manager
Authority Warranted

SWORN TO and subscribed before me this 28th day of August, 2018.

[Signature]
Notary Public
My Commission Expires:
Sept. 14, 2018



A-14

FORM A-1



SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of North Miami by Pedro A. Adams for Festive Floats LLC whose business address is 2102 Orient Rd Tpa, Fl. 33019 and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0999964

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

FORM A-1



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

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature]
[signature]

Sworn to and subscribed before me this 28th day of August, 2018.

Personally known _____

OR Produced identification Florida Driver License Notary Public - State of Florida

Florida Driver License My commission expires Sept. 14, 2018
(Type of Identification)

[Signature]
Aug. 28, 2018

(Printed typed or stamped Commissioned name of Notary Public)





1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of ninety (90) days from the deadline for receipt of Response.
4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: Festive Floats, LLC

Authorized Signature: Chris "Nelson" Adams

Title of Officer: Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (813) 639-3000 USI Insurance Services National, Inc. 2502 N. Rocky Point Drive, Suite 400 Tampa, FL 33607		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 813-639-3000 FAX (A/C, No): E-MAIL ADDRESS: clw.certrequest@usi.com															
INSURED Festive Floats LLC 2102 Orient Road Tampa FL 33619		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: T.H.E. Insurance Company</td> <td>12866</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: T.H.E. Insurance Company	12866	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: 13345188** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> B/PO Ded. \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPP010682000	06/29/2018	06/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		CPP010682000	06/29/2018	06/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: The Falls Parade - Miami, FL
 November 17, 2018
 The Falls Shopping Center Associates LLC; Simon Management Associates II, LLC; SPG-FCM Ventures LLC Its Managing Agent, Simon Property Group, Inc., and their respective officers, directors, shareholder, members, partners, parents, subsidiaries, related and affiliated entities, agents, servants, and employees are Additional Insureds as it relates to General Liability in accordance with the terms and conditions of the policy.

CERTIFICATE HOLDER The Falls Management Office 8888 SE 136th St Suite 553 Miami, FL 33176	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Technology Insurance Company, Inc.

A Stock Insurance Company

20 Trafalgar Square, Suite 459

Nashua, NH 03063

WORKERS COMPENSATION
AND EMPLOYERS LIABILITY
INSURANCE POLICY

WC 99 00 01 B

INFORMATION PAGE

Ncci Code: 39071

<p>1. Insured:</p> <p>Festive Floats LLC 2192 Orient Rd Tampa, FL 33619</p> <p>Other workplaces not shown above: See Extension of Information Page</p> <p>Producer: AmTrust North America, Inc. c/o USI Insurance Services National, Inc. - Tampa 2502 N Rocky Point Drive, #400 Tampa, FL 33607</p>	<p>Policy Number: TWC3731572</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation or <input checked="" type="checkbox"/> LLC</p> <p>Federal Tax ID: 830999964</p> <p>Risk ID:</p> <p>Renewal of: New</p>
---	--

2. The policy period is from 7/24/2018 to 7/24/2019 12:01 a.m. at the insured's mailing address.
3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida
- B. Employers Liability Insurance: Part Two of the policy applies to work in each stated listed in item 3.A. The limits of our liability under Part Two are:
- | | | |
|---------------------------|------------|---------------|
| Bodily Injury by Accident | \$ 100,000 | each accident |
| Bodily Injury by Disease | \$ 500,000 | policy limit |
| Bodily Injury by Disease | \$ 100,000 | each employee |
- C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and State(s) Designated in Item 3A.
- D. This policy includes these endorsements and schedules:
See attached endorsement schedule.

"Ship"



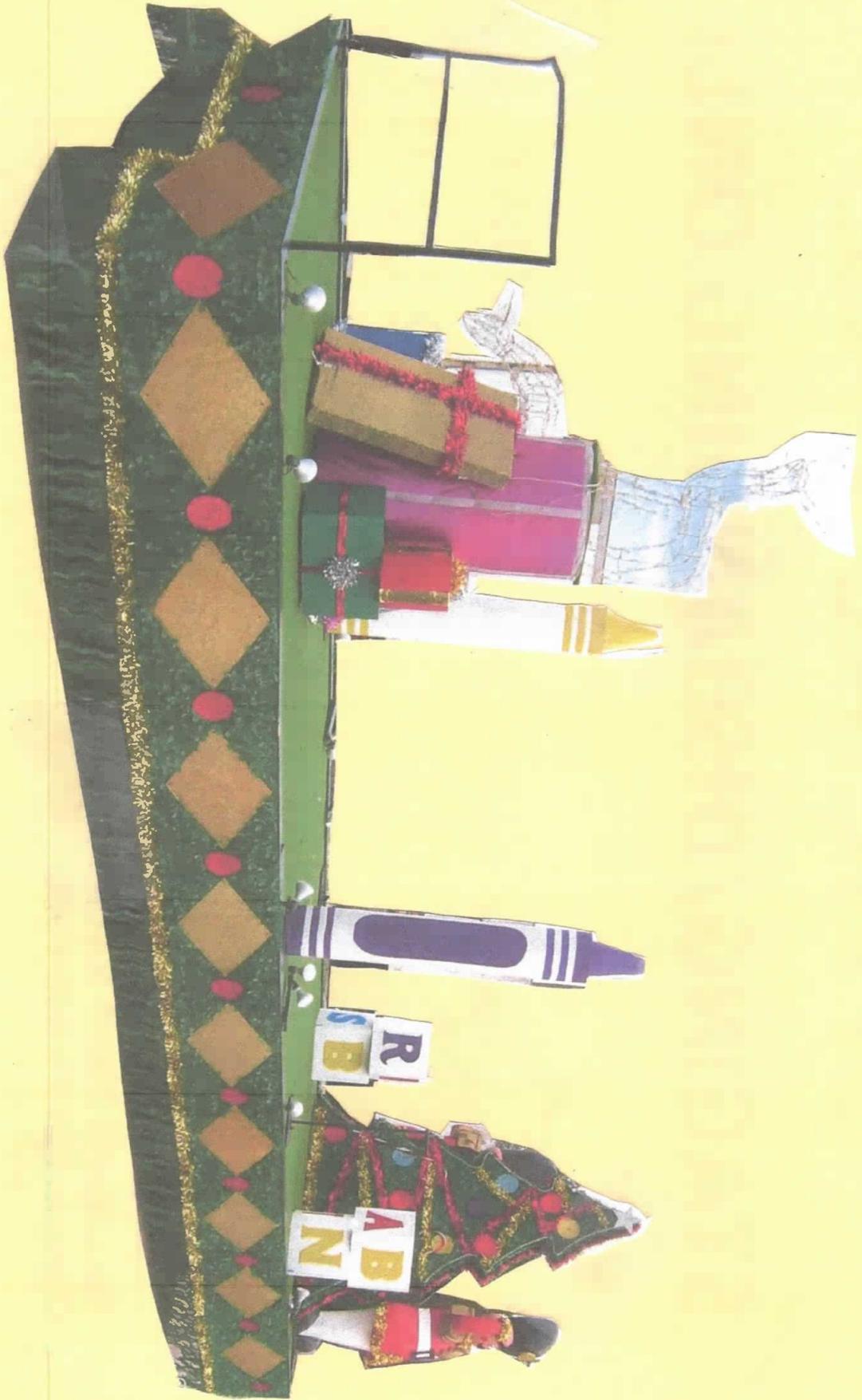
"Fireplace/Doe"



30/10/2012

19

"Toy Soldiers"



"Red Sleigh/Winter Wonderland"





11 Runway #211

"Bacardi!"

17/07/2007

