REQUEST FOR PROPOSALS FOR THE

MANAGEMENT & OPERATION OF VALET SERVICES AT THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER



ISSUED BY THE PROCUREMENT MANAGEMENT DIVISION Telephone: (305) 948-2946

PROPOSALS ARE DUE AT CITY OF NORTH MIAMI BEACH, CITY HALL PROCUREMENT MANAGEMENT DIVISION, ROOM 315

17011 NE 19TH AVENUE

NORTH MIAMI BEACH, FLORIDA 33162

NO LATER THAN

December 15, 2009 at 2:00 P.M. (local time)

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED.
PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL NOT BE
CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE
PROCUREMENT MANAGEMENT DIVISION ON OR BEFORE THE STATED TIME AND DATE
IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY OF
NORTH MIAMI BEACH IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL,
PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY
OTHER OCCURRENCE.

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the City as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "City" to mean the City of North Miami Beach, a municipal corporation of the State of Florida.
- c) The word "Department" to mean the Procurement Management Division.
- d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The word "Bidder" shall refer to anyone submitting a Bid in response to this solicitation.
- f) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.

City of North Miami Beach, Florida

RFP #2009-32

- g) The word "Solicitation" to mean this Request for Proposal (RFP), and all associated addenda and attachments.
- h) The words "Sub-contractor" or "Sub-consultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Contractor.
- i) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- j) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the City to the Contractor in accordance to the terms of the Contract.
- k) The words "Contract Manager" to mean the City of North Miami Beach's Director, Department of Administrative Services, or the duly authorized representative identified in writing to the Concession Agreement.
- I) The words "Common Areas" to mean the public areas and bathroom facilities at the City Facilities.





BID CHECKLIST BID #2009-32

MANAGEMENT & OPERATION OF VALET SERVICES AT THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS INDICATED BELOW. USE OF THIS CHECKLIST MAY HELP ENSURE THAT YOUR SUBMISSION IS COMPLETE.

Place a check mark in the "Done" column as you complete and enclose each item. Requirements that do not apply to this Bid will be denoted by "N/A" (not applicable).

Required	Done	Requirement	Found in Section	
✓	Original and seven (7) copies of RFP		1.4	
		All requirements of the Technical Proposal Section,	3.3	
		including those items that are provided in Section 6.0		
		Statement of No Bid	6.1	
✓		References	6.2	
☑	Acknowledgement of Addenda (if any). Sign and attach each addendum with submission References		6.3	
✓		Drug Free Workplace Program	6.4	
Ø		Solicitation, Giving and Acceptance of Gifts Policy	6.5	
✓		Bid Signature Page for Corporation	6.6	
Ø		Bid Signature Page for a Proprietorship or Partnership	6.7	
√		Bid Form A-1(signed and completed)	6.8	

This checklist is for your guidance only. Please read the entire Bid thoroughly to ensure that your submission is complete.

Exceptions — Reference Section: (If none are stated in this bid, it shall be construed by the City of North Miami Beach that your bid fully complies with <u>all</u> terms, conditions and specifications.)

^{**}NOTE: Attachment of quotations will not be construed as an exception.

Do you give prompt payment discounts?						
	Yes, Percentage of discount	% Term	No			
ı	certify that this bid is made without	prior understanding, a	igreement or	connection	with	any

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Authorized Signature (Manual)

City of North Miami Beach, Florida

Name & Title (Typed/Printed)

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SECTION 1.0 - OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION

The City of North Miami Beach, hereinafter referred to as the City, is seeking a qualified firm interested in the Management & Operations of MANAGEMENT & OPERATION OF VALET SERVICES AT THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER, located at 17011 NE 19th Avenue, North Miami Beach, Florida. The selected Proposer must have experience in the management and operations of valet parking services, including knowledge of the legal requirements that are involved in this type of operation. The selected Proposer must also have adequate financial strength to provide all development, equipment, start-up operations and reasonable working capital required. The City does not anticipate awarding this contract to a firm that has less than five (5) years experience in successfully providing valet services.

1.2 TIMETABLE

The anticipated schedule is as follows:

RFP available on City's website: April 28, 2009 at www.citynmb.com/purchasing

and www.DemandStar.com

Deadline for receipt of questions: December 9th, 2009

Deadline for receipt of proposals: December 15th, 2009 at 2:00 p.m. (Eastern Time)

Evaluation/Selection process: December 2009

Projected award date: January 2010

Projected contract start date: January 2010

1.3 SOLICITATION AVAILABILITY

The solicitation package is available at no cost on-line at www.citynmb.com/purchasing. Proposers or Respondents who obtain copies of this Solicitation from sources other than the City's Procurement Management Division website and www.DemandStar.com risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks.

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. One unbound, one-sided original and seven (7) bound copies (a total of 8) of the complete proposal must be received by the deadline for receipt of proposal specified in this RFP Timetable above.

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The original, all copies, must be submitted in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

> City of North Miami Beach City Hall Procurement Management Division 17011NE 19th Avenue, Suite 315 North Miami Beach, Florida 33162

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays. However, please note that proposals are due at the Procurement Management Division (17011 NE 19th Avenue, Room 315, North Miami Beach, Florida 33162) on December 15, 2009 at 2:00 p.m. in the afternoon. Additionally, the Procurement Management Division is closed on holidays observed by the City. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Proposal the must be signed by an authorized officer of Proposer legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the City as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 RESERVED

1.6 REQUEST FOR ADDITIONAL INFORMATION/CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Management Division. Such inquiries or requests for information shall be submitted to bids@citynmb.com, and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The City's fax number is (305) 957-3522. The request may also be mailed to Procurement Management Division, c/o Chief Procurement Officer, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

1.7 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the Chief Procurement Officer, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (see **Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, e-mail address, and facsimile number. Electronic facsimile requesting additional information will be received

by the Chief Procurement Officer via fax number (305) 957-3522 or via e-mail at bids@citynmb.com. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title. The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail. It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the Chief Procurement Officer prior to submitting a proposal that all addenda have been received. The Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form when any addenda have been issued.

1.8 BIDDERS' RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable City Ordinances, State Statutes and Federal Statutes.

1.9 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The City will only consider the latest version of the proposal.

1.10 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the City contact person for this RFP, prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.11 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered. Proposals will be opened promptly at the time and place specified. Proposals received after the bid opening time will not be opened and will not be considered. The responsibility for submitting a proposal to the City's Procurement Management Division on or before the stated time and date is solely and strictly the responsibility of the Proposer. The City is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.12 RFP POSTPONEMENT/CANCELLATION

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

1.13 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the City Council.

1.14 BUSINESS ENTITY REGISTRATION

The City of North Miami Beach requires business entities to complete a Vendor Application with the Procurement Management Division before doing business with the Proposers need not register with the City to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register with the City or for assistance in registering, contact our office at (305)948-2946 our website at www.citynmb.com/purchasing.

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.

1.15 INTERVIEWS/ORAL PRESENTATIONS

The City will require Proposers to participate in interviews or oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. The presentations are anticipated to be conducted on the date indicated in this RFP Timetable.

1.16 EXCEPTION TO THE SOLICITATION

Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer 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 Proposer 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Proposer will accept all terms and conditions.

1.17 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers 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 compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law." The Proposer shall not submit any information in response to this Solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the City shall endeavor to redact and return that information to the Proposer as quickly as possible,

and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

1.18 NEGOTIATIONS

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The City reserves the right to enter into contract negotiations with the recommended Proposer. If the City and the recommended Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended Proposer. This process will continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

1.19 BID PROTESTS

The City shall provide notice of its decision to award or reject to all bidders by U.S. mail. If bidders wish to protest a decision of award, they must file a notice of protest in writing to the Procurement Management Division within three (3) working days after receipt of the notice of the City's decision of award, and shall file a formal written protest within 10 days after filing the notice of protest. The notice of protest must be either hand- delivered and date-time stamped by the Procurement Management Division, or sent via Certified U.S. mail, return receipt requested. Failure to file a protest within the time specified herein shall constitute a waiver of all rights to protest the City's decision regarding the award of bid.

1.20 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers 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, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.21 REVIEW OF PROPOSALS 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 submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

City of North Miami Beach, Florida

1.22 NOTICE TO PROCEED

A signed Purchase Order will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

1.23 HOLD HARMLESS AGREEMENT

The awarded bidder agrees to indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence, which shall include 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 this project by the awarded bidder or its employees, agents, servants, partners principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith an shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City, its officers, employees, agents and instrumentalities and shall include claims or damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the construction contract.

1.24 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.25 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.26 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting

without the prior consent of the City may result in termination of the contract for default.

1.27 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

1.28 CONFLICT OF LAW

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises, or any other such incident.

1.29 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

1.30 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.31 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit questions or requests for clarification to the Chief Procurement Officer as stipulated in Sections 1.6 Request for Additional Information/Cone of Silence and 1.7 Request for Additional Information. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving a Request for Proposals. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Chief Procurement Officer on or before ten days prior to scheduled opening.

1.32 INVOICING/PAYMENT

All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

1.33 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; have sufficient financial support, equipment and organization to insure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City in making the award in the best interest of the City.

1.34 TERMINATION OF CONTRACT

- A. The City may, by written notice to the Contractor, terminate the Contract if the Contractor has been found to have failed to perform his services in a manner satisfactory to the City as per specifications, including delivery as specified. The date of termination shall be stated in the notice. City shall be sole judge of non-performance.
- B. The City may cancel the contract upon 30 days written notice for reasons other than cause.

1.35 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

1.36 INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

The City has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the City deems it appropriate to do so. Upon written notice from the City, the selected Proposer shall make available, to the IPSIG retained by the City, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The City will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the City to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the City by the selected Proposer or third party.

1.37 FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.38 COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

1.39 MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this RFP. To protect your status as an active bidder, please complete and return the page of the bid documents indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

1.40 PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

City of North Miami Beach, Florida

1.41 PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 10 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt. Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the City shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause my render a bid non-responsive.

1.42 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.43 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for two additional two-year options to renew at the City's sole discretion.

1.44 CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract. Any extension of the contract shall be in writing.

1.45 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.46 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.47 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.48 DRUG-FREE WORKPLACE PROGRAM

In the event of identical tie low bids, preference shall be given to businesses with drugfree workplace programs. Bidders with such programs shall complete and submit the attached form with bid.

1.49 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.50 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency. At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities. Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for

its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

The City of North Miami Beach, as represented by the Procurement management Division, is seeking qualified firms interested MANAGEMENT & OPERATION OF VALET SERVICES AT THE CITY OF NORTH MIAMI BEACH CITY HALL FACILITIES INCLUDING THE JULIUS LITTMAN PERFORMING ARTS THEATER located at 17011 NE 19th Avenue, N. Miami Beach, Florida. The Selected Proposer shall have experience in the operation and management of valet services as well as other related activities including knowledge of the legal requirements that are involved in this type of operation. The selected Proposer must also have adequate financial strength to provide all development, equipment, start-up operations and reasonable working capital. The City does not anticipate awarding this contract to a firm that has less than five (5) years experience in successfully providing quality services.

2.2 OBJECTIVE

The William and Marjorie McDonald Center, Julius Littman Performing Arts Theater, and City Hall Complex is home to many events throughout the year as well as it's busy day to day operations and special events to include some of the following:

1) Performing Arts Theater Events

- a) Harmony School of Music
- b) Spring Gala (Ballet)
- c) Kristina Orbakaite (Actress)
- d) Gospel Concerts and Plays
- e) Variety Shows
- f) Comedy Shows
- g) Government Forums

2) McDonald Center Daily Activities

- a) Exer-Swim
- b) Jazzercise
- c) Chess Club
- d) Israeli Folk Dance
- e) Various Training Seminars
- f) Tai Chi
- g) Fencing Club

3) Foot Traffic

Customer Services
Building and Zoning (Permits)

City Clerks Office City Administration

2.3 REQUIREMENTS AND SERVICES TO BE PROVIDED

The selected Proposer shall bear all costs of providing;

The selected Proposer shall:

- a) Create a first class valet operation
- b) Provide experienced staffing
- c) All valet staff provided shall speak English or be Bilingual.
- d) All equipment necessary to operate such as locked key boxes, signs, parking cones, pagers ect....
- e) Obtain and pay for all permits/licenses that are necessary for the operation.
- f) Be in full operation within 30 days following the award of the agreement.

2.4 RESERVED

2.5 THE CITY'S RESPONSIBILITIES

The City will provide:

- a) The space for vehicle storage.
- b) A schedule of upcoming events with anticipated attendance

2.6 REVENUE

Proposers shall outline in detail how they will provide revenue to the City.

Successful proposer will be required to provide the City of North Miami Beach with a surety in the amount to be negotiated at the time of contract.

It is the intent of the City to provide the best possible service to the public. It is the City's further intent to gain revenues. However, the City makes no guarantee the Procurement Management Division or the City will act, promote, approve, assist or cooperate in any manner to assure that this project will be a financial success for the City or for the selected Proposer. The objective of this Solicitation is to establish a contract to provide for the development and operation of Valet Services.

2.7 EMPLOYMENT STANDARDS

Employees with records of criminal conviction, other than minor traffic violations, shall not be assigned to the City's premises. In fulfilling the Company's obligations under this clause, Company shall fully comply with the laws relating to the making of investigative reports and the disclosure of information contained therein. Verification of criminal background checks must be maintained by the Company and made available to the City, if requested.

Company agrees not to employ, on the City's premises, any persons using or under the influence of drugs and/or alcohol, while on City's premises.

Company agrees not to employ, on the City's premises, any persons unfit or unskilled to perform the work assigned to that person.

2.8 IDENTIFICATION CREDENTIALS, KEYS AND ACCESS CODES

Keys and access codes issued to the Company become the responsibility of the Company. The control and safekeeping of keys and access codes issued shall be required. City keys assigned to the Company will not leave City grounds. Lost keys will be billed to the Company in accordance with the City's policy. Thefts or vandalism resulting from mismanagement of keys and access are the financial responsibility of the Company. The Company will pay for any re-keying of buildings necessitated by keys lost by the Company. It shall be the Company's responsibility to secure all windows and doors when leaving the facility.

The City, at its discretion, may require the Company's employees to exhibit identification credentials, which the City may issue, in order to gain access to the City's premises for the performance of work. If, for any reason, any of the Company's employees are no longer performing work, Company shall immediately inform the City's Representative and City's Security Coordinator. Company shall ensure that the Company's employees badges are visibly displayed at all times while on City premises.

2.9 RESERVED

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

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 on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include

the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

When responding to this Request for Proposals, Proposers must submit a complete proposal responding to the requested information in this document.

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:

3.3 TECHNICAL PROPOSAL

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

1) Cover Page

The Cover Letter/Letter of Interest shall briefly state the company's interest and understanding of the services to be provided. The letter must be signed by an authorized officer of the Proposer submitting this Proposal.

2) Table of Contents

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

3) Executive Summary

Provide a brief summary describing:

- A. The Proposer's ability to perform the work requested in this Solicitation;
- B. The Proposer's background and experience in providing similar services:
- C. The qualifications of the Proposer's personnel to be assigned to this project;
- D. Any other information called for by this Solicitation which the Proposer deems relevant.

This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or sub-consultants and any other relevant information.

4) Proposer's Approach

- d) Describe Proposer's valet services in providing the Scope of Services (see Section 2.0) including:
 - i) Project plan (i.e., design concept, valet operations type, etc.);
- ii) specific policies and procedures or techniques to be used in providing valet services;
- iii) plan on how the Proposer will ensure that service is provided in an expedient manner;
- iv) standards for providing excellent customer service;
- v) overall approach in meeting the objectives described in Section 2.2; and
- vi) why the proposed concept is the best suited for the City .
- h) Describe Proposer's approach to project organization and management, and the responsibilities of Proposer's management and staff that will perform work on this contract.
- i) Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).
- 5) Proposer's Experience and Past Performance
 - (a) Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Include Proposer's specific experience in the development and/or operation of a valet service establishment.
 - (b) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities (excluding any work performed for the City).
 - (c) List all contracts which the Proposer has performed for the City, if any. The City will review all contracts the Proposer has performed for the City. As such the Proposer must list and describe all work performed for the City and include for each project: (i) name of the City Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) City contact person

and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

(d) Describe any other experiences related to the work or services described in the Scope of Services (see Section 2.0), and any other information which may be specific to the required services to be provided (e.g., software/hardware information, training, etc.).

6) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all key individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or sub-consultants. This information shall include the functions to be performed by the key individuals.
- (b) List the names and addresses of all first tier sub-contractors or sub-consultants, and describe the extent of work to be performed by each first tier sub-contractor or sub-consultant. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the subcontractors or sub-consultants who will be assigned to this project.
- (c) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals, including those of subcontractors or sub-consultants, who will be assigned to this project. Include key individual's specific experience in the valet operations. The term "All key individuals" includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
- (d)Provide resumes with job descriptions and other detailed qualification information on all key individuals who will be assigned to this project, including any key personnel of subcontractors or sub-consultants.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the City of any changes, intended or otherwise, to the key personnel identified in its proposal.

- 7) Proposer's Financial Capabilities, Pro-Forma, Monthly Guarantee, Percentage of Gross Receipts and Capital Improvement Investment
 - (a) Provide a Pro Forma Statement showing five (5) years of projected sales and expenses. Inflated statements or statements skewed outside normal operating ranges may be evaluated as less desirable than reasonable Pro Forma Statements.
 - (b) Describe Proposer's ability to access and/or provide all the necessary funding to complete proposed improvements, if any, and all start-up activities proposed.

(c) Provide documentation demonstrating Proposer's financial strength and financial capability to provide services. Such documentation should include Proposer's most recent certified financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. If certified financial statements are not available provide latest available financial statements (balance sheet and income statement) and letters of credit availability from accredited financial institutions, or other relevant documentation. Indicate proposed Monthly Guarantee Payment (as a flat monthly rate) to the City and proposed Percentage of Monthly Gross Receipts (as a monthly percentage) to the City.

8) Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal:

Letter of Interest/Cover Page of Proposal
Acknowledgement of Addenda
Statement of No Bid
References
Bidder Signature Information Page If a Corporation
Bidder Signature Page If A sole Proprietor or Partnership
Drug-Free Workplace Program
Solicitation, Giving, and Acceptance of Gifts Policy
Form A-1

3.4 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of a Technical Proposal including Price Proposal, and the original and all copies must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name

Proposer's Address

Proposer's Telephone Number

Procurement Management Division, City Hall Room 315 17011 NE 19th Avenue North Miami Beach, Florida 33162

RFP No.: RFP Title:

Proposal Due Date:

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the City Manager. The Committee will be comprised of appropriate City personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Scoring proposals is based on point totals and not a percentage factor.

4.2 EVALUATION

The Evaluation/Selection Committee will evaluate and rank responsive proposals based on the criteria listed below. The Financial criteria will be evaluated subjectively in conjunction with the other criteria, as applicable, including an evaluation of how well the Proposer's financial capability and proposed payments to the City match the proposed project and the requirements described in this Solicitation. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

<u>Criteria</u> <u>Points</u>

- 1. Proposer's approach to providing the services (40) requested in this Solicitation
- 2. Proposer's experience, qualifications, capabilities, including past performance in providing the type of services requested in this Solicitation, both in the developmental state and in the operation of the Cafeteria. (30)
- 3. Experience and qualifications of individuals, including sub-contractors, that will be assigned to this project, both in the developmental state and in the operation of the Cafeteria. (10)
- 4. Proposer's Financial capabilities, Pro-forma, Monthly Guarantee, Percentage of Gross Receipts (20)

Upon completion of the criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the City; scores in clusters; significant breaks in scoring; and/or maintaining competition.

4.3 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the points for all criteria as described in Section 4.2 above and all other applicable additional points specified in this Solicitation.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. The City may enter into negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

4.4 CONTRACT AWARD

Any negotiated contract, as a result of the Solicitation, will be submitted to City Manager or designee for approval and may be submitted to the City Council for their approval. All Proposers will be notified in writing when the City Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

SECTION 5.0



SAMPLE AGREEMENT

FOR BIDDER INFORMATION ONLY- DO NOT EXECUTE

NAME OF BIDDER

CONTRACT TITLE AND NUMBER

THIS AGREEMENT made and entered into as of this day of by and between , a
WHEREAS, the Contractor has offered to provide that shall conform to the Scope of Services (Appendix A); North Miami Beach's Request for Proposals (RFP) No. , plans, applicable codes and regulations, and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,
WHEREAS, the Contractor has submitted a written proposal dated, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and,
WHEREAS, the City desires to procure from the Contractor such for the City, in accordance with the terms and conditions of this Agreement;
NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:
ARTICLE 1. <u>DEFINITIONS</u> The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:
a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.

- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean North Miami Beach's Administrative Services Director, Procurement Management Division, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval pursuant to the terms of this Agreement.
- The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the City.
- i) The words "Project Cost" means the sum of the construction costs, allowances for contingencies, the total cost of design professional and related services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.
- j) The words "Project Manager" to mean the City Manager or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things

required to be done by the Contractor in accordance with the provisions of this contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the p	provisions of this Agreement, the order of
precedence	İS
as follows: 1) these terms and conditions, 2) the	he Scope of Services (Appendix A), 3) the
City of North Miami Beach's RFP No	and any associated addenda and
attachments thereof, and 4) the Contractor's Pi	roposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements,

whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

City of North Miami Beach, Florida

RFP #2009-32

- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.
- e) The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM AND TIME FOR COMPLETION

yea renev The (hund the C initial	Contract shall become effective on and shall be for the duration of (ars. The City, at its sole discretion, reserves the right to exercise the option to withis Contract for a period for () additional years on a year-to-year basis. City reserves the right to exercise its option to extend this Contract for up to one red-eighty (180) calendar days beyond the current Contract period and will notify contractor in writing of the extension. This Contract may be extended beyond the one hundred-eighty (180) calendar day extension period by mutual agreement een the City and the Contractor. OR
The when	work is to be Substantially Complete within weeks (calendar days)
a)	All materials and labor have been furnished to complete the
b)	Work shall commence immediately upon Notice to Proceed, which may be in the

c) The Work will be complete as follows: The project shall be complete and ready for

form of a signed Purchase Order, as time is of the essence for completion.

•	Miami Beach, Florida			6.11		#2009-32
	ayment in accordanc calendar days of t					ions Within
this Agreemed within the tire the General involved in puthe Work is received to City and Cornicator shafter the time (\$N/A) for find	1 3	y will suffer for plus any extended any extended for the control of the control o	financial locations the prize the age of the	oss if the Vereof allow delays, exctual loss sold of requiring for delay (N/A) for tion and	Vork is not ed in accordupense and uffered by any such but not as each day the	completed dance with difficulties the City is proof, the a penalty) hat expires
ARTICLE 6.	NOTICE REQUIRE	<u>MENTS</u>				
deemed suff receipt requi	equired or permitted ficiently served if de ested; or delivered p ollowed with delivery	elivered by personally; o	Registered or delivere	d or Certif ed via fax o	ied Mail, v or e-mail (vith return if provided
(1)	to the City					
a)	to the Project Manag City of North Miami Attention: Phone: Fax: and,	Beach				
b)	to the Contract Mana Brian O'Connor, Chie Procurement Manage 17011 NE 19th Aver North Miami Beach, Phone: (305) 948-29 Fax: (305) 957-3	ef Procureme ement Divisio nue, Suite 31 FL 33162 946	on			
(2) <u>To</u>	o the Contractor					
	Attention:					

Either party may at any time designate a different address and/or contact person by

Phone: Fax: E-mail:

RFP #2009-32

giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. BASIS OF COMPENSATION TO THE CITY

The Contractor agrees to compensate the City as stipulated in Form A-1 and Form B-1in this RFP:

ARTICLE 8. PAYMENT OR UTILITIES

The Contractor shall be solely responsible for the payment of all utilities bills as prorated as a result of the operations of the Cafeteria and its related activities.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

Times of payment shall be as stipulated in **Section 2.6 Revenue** of this RFP document.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

In accordance with Chapter 725, Florida Statutes, the Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, in an amount not less than \$1,000,000 per occurrence which shall include attorneys' 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 this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Furthermore, the Contractor shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by Agreement otherwise provided by the Contractor shall cover the City and its officers, employees, agents and instrumentalities and shall include claims, or damages resulting from and/or caused by recklessness or intentional wrongful misconduct of the indemnifying party and persons

employed by or utilized by the indemnifying party in the performance of the contract.

Upon City's notification, the Contractor shall furnish to the Department of Administrative

Services, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

 Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

- 2. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.
- 3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$500,000 per person and \$1,000,000 per occurrence and property damage limits of \$500,000; or a comprehensive single limit of liability for bodily injury and property damage combined, with minimum limits of \$1,000,000 per occurrence, covering all owned, non-owned, and hired vehicles used by the contractor while performing operations in connection with this contract.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance

in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

ARTICLE 11. GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to City upon the request of the City for five years after the date of acceptance of the project by the City, which judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for work performed does not constitute a waiver of this guarantee.

ARTICLE 12. MANNER OF PERFORMANCE

a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt

cooperation by the Contractor in all aspects of the Services. At the request of the City,

Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 13. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the contractor under its sole direction and not employees or agents of the City. The Contractor shall supply competent employees.

The City of North Miami Beach may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on City property is not in the best interest of the City. Each employee shall have and wear proper identification.

ARTICLE 14. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 15. AUTHORITY OF THE CITY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to
- e) decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of

contract, fraud

misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, f) including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The City Manager, as appropriate, shall

render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 16. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or

settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 17. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 18. AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the City. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 19. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 20. CONSENT OF THE CITY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the City.

ARTICLE 21. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder
 - for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the City, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the City's and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the Subcontractor of its obligations under

the subcontract, in the event the City finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

ARTICLE 22. <u>ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS</u>

The Contractor understands and agrees that any assumptions, parameters, projections, estimates

and explanations presented by the City were provided to the Contractor for evaluation purposes

only.

However,

since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the City makes no representations or guarantees; and the City shall not be responsible for the accuracy of the assumptions presented; and the City shall not be responsible for conclusions to be drawn there from; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 23. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 24. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- b) The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth

in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the City's materials and property;
 - iii. cancel orders;
 - iv. assign to the City and deliver to any location designated by the City any noncancelable orders for

Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

- v. take no action which will increase the amounts payable by the City under this Agreement; and
- e) In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensations pursuant to this Article are subject to audit.

ARTICLE 25. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
 - i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has

taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

- v. the Contractor has failed to obtain the approval of the City where required by this Agreement;
- vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
- vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the

Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

- i. treat such failure as a repudiation of this Agreement;
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the City shall terminate this Agreement for default, the City or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 26. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the City, the City may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City may be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within a thirty (30) day period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing such

default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other

period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 27. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) Lost revenues:
- the difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for re-procurement of Services, including procurement and administrative costs; and.
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 28. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the City hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the City's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or

performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- d) The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 29. CONFIDENTIALITY

a)

information, documentation, inventions, designs and methods obtained from the City in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the City holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the City, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the City, unless required by law. In addition to the foregoing, all City employee information and City financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the City. Additionally, the Contractor expressly agrees to be bound by and to defend,

All Developed Works and other materials, data, transactions of all forms,

b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the City in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees,

breach of any federal, state or local law in regard to the privacy of individuals.

indemnify and hold harmless the City, and their officers and employees from the

present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

d) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the City shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the City, upon the completion of the Services performed hereunder, the Contractor shall over immediately turn to the City all such Confidential Information existing in tangible form, and no copies thereof shall be retained by Contractor employees, agents, subcontractors or suppliers without the prior written consent of the City. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 30. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of North Miami Beach is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain

information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property,
any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the

Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will

take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 31. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have
 - any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control

with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 32. BUSINESS APPLICATION AND FORMS

Vendor Application The Contractor shall be a registered vendor with the City – Department of Administrative Services, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years. Section 2-11.1(d) of Miami-Dade County Code as amended by

Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the City's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable.

For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, City and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade City Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the City Code, and Ordinance 01-199.
- f) North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the

Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner

whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the

revenues; or

- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the

City's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the City:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

ARTICLE 37. BANKRUPTCY

The City reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

ARTICLE 39. <u>INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or</u> PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists the City of North Miami Beach with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, including but not limited to:

- 1. Use of information only for performing services required by the contract or as required by law;
- 2. Use of appropriate safeguards to prevent non-permitted disclosures;
- 3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
- 4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
- 5. Making Protected Health Information (PHI) available to the customer;
- 6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- 7. Making PHI available to the City of North Miami Beach for an accounting of disclosures; and
- 8. Making internal practices, books and records related to PHI available to the City of North Miami Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

ARTICLE 40. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor	City of North Miami Beach
Ву:	By:
Name:	Name:Kakis L. Bakas
Title:	Kelvin L. Baker Title: City Manager
Date:	Date:
Attest:Corporate Secretar	Attest: v/Notary Public Susan A. Owens, City Clerk
Corporate Seal/Notary Seal	Approved as to form and legal sufficiency
	Darcee S. Siegel, City Attorney

SECTION 6.0

6.1 STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division/Purchasing Division Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

	s information will help the City of North Miami Beach in the RFP's.	preparation of future Bids
Bid/I	RFP/RFQ Number: Title	
Com	npany Name:	
Cont	tact:	
Addr	ress:	
Tele	ephone:	Facsimile:
√	Reasons for "NO" Bid:	
	Unable to comply with product or service specifications.	
	Unable to comply with scope of work.	
	Unable to quote on all items in the group.	
	Insufficient time to respond to the Invitation to Bid.	
	Unable to hold prices firm through the term of the contra	act period.
	Our schedule would not permit us to perform.	
	Unable to meet delivery requirements.	
	Unable to meet bond requirements.	
	Unable to meet insurance requirements.	
	Other (Specify below)	
Com	nments:	
6.2	REFERENCES	
NAM	ME OF COMPANY:	
CON	NTACT PERSON: PHONE NO.:	
ADD	DRESS:	
NAM	ME OF COMPANY:	
CON	ITACT PERSON: PHONE NO.:	

City of North Miami E ADDRESS:	•			RFP #2009-32
NAME OF COMPANY:				
CONTACT PERSON: _		PHON	E NO.:	
ADDRESS:				
NAME OF COMPANY:			COMPANY SUBMITTIN	G RFP
SIGNATURE:	(SIGN IN INK)		(PRINT NAME)	

6.3 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART	Γ I OR PART II	, WHICHEVER	APPLIES
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PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

TITLE OF OFFICER:	
AUTHORIZED SIGNATURE:	DATE:
FIRM NAME:	
☐ NO ADDENDUM WAS RECEIVED IN CONNECT	ION WITH THIS BID
PART II:	
Addendum #8, Dated	
Addendum #7, Dated	
Addendum #6, Dated	
Addendum #5, Dated	
Addendum #4, Dated	
Addendum #3, Dated	
Addendum #2, Dated	
Addendum #1, Dated	
CONNECTION WITH THIS BI	D

6.4 DRUG-FREE WORKPLACE PROGRAM

- A. IDENTICAL TIE BIDS Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:
- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE	PRINTED NAME
NAME OF COMPANY	 DATE

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby", the term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property, or its use.

Tangible or intangible personal property, or its use.

A preferential rate of terms on a debt, loan, goods, or services.

Forgiveness of an indebtedness.

Transportation, lodging, or parking.

Membership dues.

Entrance fees, admission fees, or tickets to events, performances, or facilities.

Plants, flowers, or floral arrangements.

Services provided by persons pursuant to a professional license or certificate.

Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

PRINT NAME

TITLE DATE

The officers of the Corporation are as follows:

NAME	ADDRESS
President	
Vice-President	
Secretary	
Treasurer	
Registered Agent	
The full names and residences of stockbroke foregoing Bid, as principals, are as follows:	
Post Office Address	BIDDER:
	(CORPORATE NAME)
Is this corporation incorporated in the State	 PRESIDENT'S SIGNATURE
ATTEST: SECRETARY	
YFS [] NO []	

City of North Miami Beach, Florida If no, give address of principal place of business:	RFP #2009-32
	_
	
6.7 BID SIGNATURE PAGE FOR SOLE PROPRIET	OR OR PARTNERSHIP
The full names and residences of persons, partners Bid, as principals, are as follows:	s or firms interested in the foregoing
BIDI	DER
(FIRM NAME)	
Witnesses: (SEAL)	
	SIGNATURE
DATE	PRINT NAME
	Title (Sole Proprietor or
Partner)	Post Office Address:

City of North Miami Beach, Florida	RFP #2009-32
	TELEPHONE
City in which fictitious name is registered.	
Attach a copy of proof of registration	
6.8 FORM A-1	
PRICE PROPOSAL SCHEDULE	
Proposer shall guarantee that no monthly payr hundred dollars (\$500.00) regardless of the Pero The successful Proposer must allow the City to vereal time cash register receipts to the City. An receipts must be made available to the City on a	centage of Gross Receipts in that month. verify revenues and receipts by providing by additional proof of said revenues and
1. Guaranteed Percentage of Gross Receipts The Proposer shall pay to the City a (% gross receipts.	
2. MINIMUM CAPITAL IMPROVEMENTS	
The Proposer shall make a minimum capital impedollars (\$) in the City Hall Café. Note: City will evaluate for scoring purposes calculating percentage and Projected Gross received.	the actual dollar amount resulting from
The Proposer must submit the Price Proposal separately from the Technical Proposal, clear package "PRICE PROPOSAL SCHEDULE", together with the Price Proposal separately from the Technical Proposal separately from the Technical Proposal separately from the Price P	ly marked on the sealed envelope or
The Proposer's price shall be submitted on this F in the manner stated herein, without excep exception allowed to this requirement. Pro accordance with Form A-1 will not receive evaluation	tion or any qualification; there is no posers who do not submit pricing in
Proposer:	

City of North Miami Beach, Florida Authorized Signature:		RFP #2009-32
Print Name & Title		
Federal Employer Identification Number:		
Address:		
City/State/Zip:	Telephone:	





Reference Check Reference Questionnaire Provide a minimum of 3 with your submittal

	reference for:		
Firm g Addre Phone Fax: Email:	: :		
1.	Q: Name of project and scope of services, what was the awarded dollar value? A:		
2.	Did the vendor meet the project budget and what was the project budget? A:		
3.	Have there been any change orders, and if so how many? A:		
4.	Q: Did they meet the project deadline? A:		
5.	Q: Was the project manager easy to get in contact with? A:		
6.	Q: Would you use them again? A:		
7.	Q: Overall, what would you rate their performance? (Scale from 1-5)		
	A:		
8.	Q: Is there anything else we should know, that we have not asked? A:		
	ndersigned does hereby certify that the foregoing and subsequent statements are nd correct and are made independently, free from vendor interference/collusion.		
Name	: Title		
Print N	Jame: Date:		





REQUIRED FORMS

4.1 STATEMENT OF "NO" BID

If your company shall not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

The City of North Miami Beach Procurement Management Division Room 315 17011 NE 19th Avenue North Miami Beach, Florida 33162

Bid/RFP/RFQ Number:

This information shall help the City of North Miami Beach in the preparation of future Bids and RFP's.

Title:

Come	pany Name:
Comp	Daily Iname.
Conta	act:
Addre	ess:
	l:
Telep	hone: Facsimile:
	Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:		
4.2 REFERENCES		
NAME OF COMPANY:		
CONTACT PERSON:		_ PHONE NO.:
PHYSICAL ADDRESS:		
E-MAIL ADDRESS:		
NAME OF COMPANY:		
CONTACT PERSON:		_ PHONE NO.:
PHYSICAL ADDRESS:		·····
E-MAIL ADDRESS:		
NAME OF COMPANY:		
CONTACT PERSON:		_ PHONE NO.:
PHYSICAL ADDRESS:		
E-MAIL ADDRESS:		
NAME OF COMPANY:	PRINT NAME O	F COMPANY SUBMITTING BID
SIGNATURE:	(SIGN IN INK)	(PRINT NAME)

4.3 BID SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

<u>NAME</u>	<u>ADDRESS</u>		
President			
Vice-President			
Secretary			
Treasurer			
Registered Agent			
The full names and residences of stockbro foregoing Bid, as principals, are as follows:	kers, persons, or firms interested in the		
Post Office Address	BIDDER:		
(CORPORATE NAME)			
PRESIDENT'S SIGNATURE			
Is this corporation incorporated in the State of Florida?			
ATTEST:SECRETARY	_		
YES [] NO []			
If no, give address of principal place of busi	ness:		
			

4.4 BID SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, part as principals, ar	
BIDDER	
(FIRM NAME)	
Witnesses:	
vviulesses.	
	(SEAL)
SIGNATURE	
PRINT NAME	
Title (Sole Proprietor or Partner)	
Title (Sole Froprietor of Farther)	
Post Office Address:	
TELEPHONE	
CITY in which fictitious name is registered.	
Attach a copy of proof of registration	_
, 10m2 u cop, o. p. oo. o. region anon	

4.5 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- I. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (I), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

VENDOR'S SIGNATURE	PRINTED NAME
NAME OF COMPANY	

4.6 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby." "... the term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

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Forgiveness of an indebtedness.

Transportation, lodging, or parking.

Membership dues.

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Plants, flowers, or floral arrangements.

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract. As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE	PRINTED NAME
NAME OF COMPANY	TITLE

Failure to sign this page shall render your Bid non-responsive.

