

**TOWN OF
BAY HARBOR ISLANDS**



REQUEST FOR PROPOSALS

BC - 153

HOLIDAY LIGHTING AND DECORATION

DESIGN AND DISPLAY SERVICES

TABLE OF CONTENTS

SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS.....	4
1.1 NOTICE OF SOLICITATION.....	4
1.2 GENERAL OVERVIEW	5
1.2.1 SERVICES SOUGHT	5
1.2.2 MINIMUM QUALIFICATIONS	5
1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES.....	5
1.3 SUBMISSION OF PROPOSALS.....	5
1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS	5
1.3.2 PROPOSAL SUBMISSION DEADLINE	5
1.3.3 GENERAL REQUIREMENTS FOR SUBMISSION.....	6
1.3.4 QUESTIONS.....	6
SECTION 2 – SCOPE OF SERVICES	7
2.1 BACKGROUND.....	7
2.2 SCOPE OF SERVICES	7
SECTION 3 – GENERAL CONDITIONS.....	9
3.1 RFP DOCUMENTS	9
3.2 TAXES	9
3.3 INTERPRETATIONS AND INQUIRIES.....	9
3.4 VERBAL INSTRUCTIONS	9
3.5 NO CONTINGENCY FEES	9
3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY	10
3.7 FAMILIARITY WITH LAWS AND ORDINANCES.....	10
3.8 ADVERTISING	10
3.9 AGREEMENT EXECUTION.....	10
3.10 FACILITIES.....	10
3.11 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING	10
3.12 TOWN'S EXCLUSIVE RIGHTS:.....	11
3.13 ADDENDA.....	11
3.14 PUBLIC RECORDS.....	11
3.15 PUBLIC ENTITY CRIME.....	11

3.16	INSURANCE REQUIREMENTS	12
3.17	INDEMNIFICATION.....	13
3.18	ADDITIONAL TERMS AND CONDITIONS.....	13
3.19	DISQUALIFICATION OF PROPOSERS.....	13
3.20	ADJUSTMENT, CHANGES AND DEVIATIONS.....	13
3.21	SUBCONTRACTING.....	13
3.22	EMPLOYMENT OF DISABLED INDIVIDUALS.....	13
SECTION 4 – PROCUREMENT.....		14
4.1	AVAILABILITY OF SOLICITATION DOCUMENTS.....	14
4.2	SUBMISSION OF PROPOSALS.....	14
4.2.1	COPIES	14
4.2.2	PACKAGING.....	14
4.2.3	COSTS OF PREPARATION	14
4.2.4	WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION.....	14
4.2.5	LOBBYISTS	14
4.3	PROPOSAL SUBMISSION DEADLINE	15
4.4	METHOD OF AWARD	15
4.4.1	PROPOSAL EVALUATION AND SCORING	15
4.4.2	PROPOSER PRESENTATIONS	15
4.5	PROCUREMENT SCHEDULE	15
4.6	QUESTIONS AND REQUESTS FOR CLARIFICATION	15
4.7	PROPOSAL FORMAT	16
4.7.1	COVER PAGE	16
4.7.2	TABLE OF CONTENTS	16
4.7.3	INTRODUCTION LETTER.....	16
4.7.4	MINIMUM QUALIFICATIONS	16
4.7.5	QUESTIONNAIRE.....	17
4.7.6	CURRICULUM VITAE	17
4.7.7	CLIENT REFERENCES	18
4.7.8	CLIENT PERFORMANCE EVALUATION SURVEY	18
4.7.9	ADDITIONAL FORMS	18
4.8	EVALUATION OF SUBMITTED PROPOSALS	18

4.8.1	EVALUATION COMMITTEE	18
4.8.2	EVALUATION CRITERIA.....	18
4.9	PROTEST PROCEDURES	19
4.9.1	STANDING.....	19
4.9.2	PROCEDURE	19
FORM 1	21
FORM 2	24
FORM 3	26
FORM 4	27

SECTION 1 – NOTICE OF REQUEST FOR PROPOSALS

1.1 NOTICE OF SOLICITATION

TOWN OF BAY HARBOR ISLANDS REQUEST FOR PROPOSALS

The Town of Bay Harbor Islands is seeking qualified and experienced firms (“proposers”) to provide Holiday Lighting and Decorations Design and Display Services. Sealed Bids will be received at the Office of the Town Clerk, Town of Bay Harbor Islands at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, until to 3:00 P.M. (EST) on Tuesday, June 11, 2019 at which time bids will be publicly opened and read aloud.

The nature and scope of this project are as follow:

- Provide their best design concept for a holiday lighting and decoration display for the Town along the Shepard Broad Causeway / 96th Street / Kane Concourse and Town Hall. Color renderings of the proposed design are required in the submittal.
- Develop, supply, install, remove, maintain and store all the lighting and custom decorations proposed.
- Utilize Light Emitting Diode (LED) lighting in the proposed displays.
- Inspect all lighting and decorations on a weekly basis and repair those lights and decorations that properly functioning.

A **Mandatory** Pre-Bid Meeting will be held on Tuesday, May 28th, 2019 at 2:00 p.m. in the Town Council Chambers at the Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154. Attendance to this meeting is mandatory.

All proposals shall be submitted in a sealed package and must clearly indicate “**RFP NO BC-153, Holiday Lighting and Decorations Design and Display Services**”. The Proposal shall contain seven (7) complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP.

Any questions concerning the RFP shall be submitted in writing no later than seven business days prior to the Proposal Submission Deadline to Douglas Armstrong, Public Works Director by email at darmstrong@bayharborislands-fl.gov. Contract Documents are available on the Town’s website at www.bayharborislands-fl.gov and may be downloaded and printed as required.

The Town of Bay Harbor Islands reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award an agreement pursuant to this RFP in the best interests of the Town.

Town of Bay Harbor Islands, Florida
Marlene M. Siegel, Town Clerk

1.2 GENERAL OVERVIEW

1.2.1 SERVICES SOUGHT

The TOWN is interested in working with a qualified contractor to:

- Provide their best design concept for a holiday lighting and decoration display for the Town along the Shepard Broad Causeway / 96th Street / Kane Concourse and Town Hall. Color renderings of the proposed design are required in the submittal.
- Develop, supply, install, remove, maintain and store all the lighting and custom decorations proposed.
- Utilize Light Emitting Diode (LED) lighting in the proposed displays.
- Inspect all lighting and decorations on a weekly basis and repair those lights and decorations that properly functioning.

1.2.2 MINIMUM QUALIFICATIONS

In order to be considered, Proposers must provide with their submittal, evidence that they are qualified to satisfactorily perform the specified Services. Evidence shall include all information necessary to certify that the Proposer: maintains a permanent place of business; has not had just or proper claims pending against the Proposer or the Proposer's firm; and has provided services of a type similar to the Services sought through this RFP. The evidence will consist of listing of contracts for similar services that have been provided to public and/or private-sector clients, within a minimum of the last five years.

1.2.3 AGREEMENT FOR THE PROVISION OF SERVICES

Subject to the approval of the Town Council of Bay Harbor Islands, the agreement to be awarded (the "Agreement") as a result of this solicitation shall be for the provision of Holiday Lighting and Decorations Design and Display Services. The estimated term of the Agreement shall be three years, with one optional three-year renewal period.

1.3 SUBMISSION OF PROPOSALS

1.3.1 AVAILABILITY OF SOLICITATION DOCUMENTS

Request For Proposals No. BC – 153 for Holiday Lighting and Decorations Design and Display Services (the "RFP") will be made available to interested parties at **Joseph J. Gardner Government Center, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Monday through Friday from 9:00 a.m. to 5:00 p.m.** Proposals shall be submitted in the form required in the RFP.

1.3.2 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Town Clerk by the Proposal Submission Deadline, as indicated by the official clock at Town Hall. Sealed Proposals will be opened publicly at Town Hall

immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The Town will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

1.3.3 GENERAL REQUIREMENTS FOR SUBMISSION

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate "RFP NO. BC – 153, HOLIDAY LIGHTING AND DECORATIONS DESIGN AND DISPLAY SERVICES", and shall be submitted to the Town Clerk at Joseph J. Gardner Government Center, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address and the name and telephone number of the Proposer's contact person. **The Proposal shall contain seven complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP.**

Proposals submitted to the Town Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Town Clerk shall constitute breach by the Proposer.

The Town will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal.

The Town of Bay Harbor Islands reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award an agreement pursuant to this RFP in the best interests of the TOWN.

All lobbyists must register with the Town prior to engaging in any lobbying related to or in connection with this RFP.

1.3.4 QUESTIONS

Any questions concerning the RFP shall be submitted in writing no later than seven business days prior to the Proposal Submission Deadline to Douglas Armstrong, Public Works Director by first class mail at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, or by email at darmstrong@bayharborislands-fl.gov.

SECTION 2 – SCOPE OF SERVICES

2.1 BACKGROUND

Through this Request for Proposals No. BC – 153 (the “RFP”), the Town of Bay Harbor Islands, Florida (the “TOWN”) is requesting sealed proposals (a “Proposal”) from experienced firms (a “Proposer”) to provide holiday lighting and decorations design and display services (the “Holiday Lighting and Decorations Display Services” or the “Services”) relating to the development and implementation of a TOWN-wide holiday lighting and decoration display program (the “Project”). An Evaluation Committee shall evaluate and rank each Proposal submitted in accordance with the requirements set forth in the RFP. Upon the approval of the Town Council of the recommendation of the Town Manager and authorization to negotiate with the highest-ranked Proposer, the TOWN shall negotiate with the selected Proposer the terms of an agreement (the “Agreement”) for the provision of the Services necessary for the completion of the Project. The successful Proposer (the “CONTRACTOR”) will provide the Services pursuant to the requirements contained herein and the terms and conditions of the Agreement.

2.2 SCOPE OF SERVICES

DESIGN, INSTALLATION, MAINTENANCE, REMOVAL AND STORAGE:

CONTRACTOR will be responsible for the design, installation, maintenance, removal and storage of all CONTRACTOR-provided lights and decorations. The lighting and decoration shall be installed, maintained and removed and stored as noted in the following paragraphs during the holiday season between mid-November and early January (the “Holiday Lighting Season”), with actual dates to be specified by the TOWN's Representative, for the term of the Agreement. All lights and decorations should be on display and ready to illuminate by no later than November 15th and shall remain on display until, at least, the first week of January. The actual “turn-on date” will be determined by the TOWN. During the Holiday Lighting Season, daily inspection and maintenance of all lighting and decorations to ensure proper functioning is required.

CONTRACTOR shall have a lighting crew trained and experienced in maintaining and restoring the holiday lighting systems, including LED lights sets, and shall inspect all the TOWN-wide holiday lighting and decorations each and every evening during the Holiday Lighting Season. At the conclusion of the daily evening inspection, CONTRACTOR's lighting crew shall reset, modify and take all actions possible to ensure the TOWN's holiday decorations and lights are functioning as intended. A summary of each evening's inspection shall be provided to the TOWN in writing the following day, prior to 1:00 P.M. The inspection summary shall highlight any deficiencies identified during the evening inspection and specify any assistance required by the TOWN to restore the lighting and/or decorations to operational status.

Additionally, CONTRACTOR shall maintain a 24-hour per day, 7 day per week call center with a primary and secondary point of contact during the Holiday Lighting Season, to which outages and other problems can be reported. CONTRACTOR shall respond within eight hours by being on site at the designated area upon notification by the TOWN or its designated representative of a request to address a reported problem. CONTRACTOR shall ensure that all TOWN holiday lights and decorations are functioning by 5:00 p.m. each day during the Holiday Lighting Season.

The TOWN reserves the right to select any, all or no area for decorations or installation in a particular year of the Agreement. The TOWN shall also have the option of not installing any lighting or decorations for a complete Holiday Lighting Season(s) and continue to pay for the

restorative maintenance and storage of the TOWN-owned holiday lighting and decorations on an annual basis, at its sole discretion.

RENTAL OF LED LIGHTS:

CONTRACTOR shall arrange for the rental, delivery, installation, daily inspection, maintenance and removal of new LED light sets to and from the locations identified under the Agreement. CONTRACTOR shall have a lighting crew specifically trained and experienced in maintaining and restoring the rented LED light sets each and every evening during the Holiday Lighting Season. CONTRACTOR will furnish all labor, machinery, tools, transportation means, supplies equipment, materials, services and all incidentals necessary for the full operations of the rental LED lights.

Specifications for LED Rental Light Sets (50 lights per set):

- Constructed with a coaxial connection and a threaded coupling cap to reinforce end-to-end bond.
- Ground Fault Interrupter (GFI) safety feature designed to prevent shock hazard and to reduce tripping compared to a standard incandescent light set.
- Injection-molded bulbs and sockets
- Water-tight/non-replaceable bulbs.
- Salt-water resistant connections.
- Long-lasting, low-maintenance, energy-efficient.
- Bulbs are cool to the touch.
- The LED lens style and color will be determined during program development.

TOWN-OWNED INVENTORY:

CONTRACTOR shall be responsible, at a minimum, for the inspection, installation, annual preventative/restorative maintenance, operation, removal, and storage of TOWN's existing inventory of holiday decorations. CONTRACTOR shall store the decorations in an insurable, dry clean storage facility acceptable to the TOWN MANAGER or his/her, designee, and accessible for the TOWN to inspect during regular business hours.

MAXIMUM BUDGET:

The Town's budget for this service is \$70,000 per year. Any proposals that exceed the budget will not be considered.

COLOR RENDERINGS:

All proposals shall include color renderings of all components of the proposed design.

SECTION 3 – GENERAL CONDITIONS

3.1 RFP DOCUMENTS

This RFP, consisting of 30 pages and including Forms 1-4, constitutes the complete set of RFP documents (the “RFP Documents”). All RFP Documents must be executed, sealed and submitted as described in this RFP. Proposals shall be submitted in the form proscribed herein. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions in this RFP shall be allowed. Submittal of a Proposal to this RFP constitutes a binding offer by the Proposer. A Proposer’s failure to comply with any provisions in this RFP may result in disqualification, at the discretion of the TOWN.

3.2 TAXES

The CONTRACTOR shall not be entitled to the TOWNS’s tax exempt benefits.

3.3 INTERPRETATIONS AND INQUIRIES

All Proposers shall carefully examine the RFP Documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing prior to the Proposal Submission Deadline.

Any questions concerning this RFP shall be submitted in writing to Doug Armstrong, by first class mail at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 or by e-mail at darmstrong@bayharborislands-fl.gov no later than seven days before the Proposal Submission Deadline.

Submission of a Proposal will serve as prima facie evidence that the Proposer has examined the RFP and is fully aware of all conditions affecting the provision of services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP Documents. Oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP Documents will be made in the form of a written addendum to the RFP document and will be furnished by the TOWN to all Proposers. Only those interpretations of, or changes to, the RFP Documents that are made in writing and furnished to Proposers by the TOWN may be relied upon.

3.4 VERBAL INSTRUCTIONS

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any discussions with any TOWN employee. Only those communications from Proposers, which are signed and in writing, will be recognized by the TOWN as duly, authorized expressions on behalf of the Proposer.

3.5 NO CONTINGENCY FEES

By submitting a Proposal, the Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure an agreement resulting from the successful Proposal, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of that Agreement.

3.6 NON-ASSIGNMENT AND NON-TRANSFERABILITY

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The TOWN Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of a Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, the Proposer shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the TOWN's sole discretion.

3.7 FAMILIARITY WITH LAWS AND ORDINANCES

The submission of a Proposal for the provision of the Services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP Documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the TOWN in writing without delay.

3.8 ADVERTISING

By submitting a Proposal, the Proposer agrees not to use the results therefrom as a part of any advertising or Proposer-sponsored publication without the express written approval of the Town Manager or designee.

3.9 AGREEMENT EXECUTION

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the TOWN and the successful Proposer. In the event of a discrepancy between the Agreement executed and the RFP, the order of precedence will be: the Agreement, the RFP Documents, the Proposal and general law. Such Agreement shall be in a form and of a legal sufficiency that is approved by the Town Attorney. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

3.10 FACILITIES

The Town Manager or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Proposer.

3.11 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING

No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Town Clerk shall constitute breach by the Proposer.

3.12 TOWN'S EXCLUSIVE RIGHTS:

The TOWN reserves the exclusive rights to:

- 3.12.1 Waive any deficiency or irregularity in the selection process;
- 3.12.2 Accept or reject any or all qualifications statements in part or in whole;
- 3.12.3 Request additional information as appropriate;
- 3.12.4 Award all or a portion of the Services set forth in the RFP as determined to be in the best interest of the TOWN;
- 3.12.5 Reject any or all Proposals if found by the Town Manager or Council not to be in the best interest of the TOWN; and/or
- 3.12.6 Reject the sole Proposal in the event of a sole Proposal.

3.13 ADDENDA

The TOWN reserves the right to issue addenda to this RFP. Each Proposer shall acknowledge receipt of such addenda in writing. In the event any Proposer fails to acknowledge receipt of such addenda, its Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of its Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by the Proposer. It is the responsibility of each Proposer to verify that it has received all addenda issued before submitting a Proposal to the TOWN.

3.14 PUBLIC RECORDS

Upon award recommendation or 30 days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become property of the TOWN and shall constitute a "public record" under Florida Law, subject to public disclosure consistent with Chapter 119, Florida Statutes (the "Florida Public Record Law"). Proposers must claim the applicable exemptions to disclosure provided by law in their Proposal to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and quote the applicable Florida Statute. The TOWN reserves the right to make all final determinations of the applicability of the Florida Public Records Law.

3.15 PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133(3)(a), all Proposers must sign and complete the Public Entity Crime Sworn Statement attached as Form 4 to this RFP. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a proposal on 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 consultant, supplier, or subcontractor, 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, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

3.16 INSURANCE REQUIREMENTS

The successful Proposer shall purchase and maintain through the term of its engagement with the TOWN such professional liability, workers compensation coverage and other insurance as is appropriate for the Services being performed hereunder by the successful Proposer, its employees or agents. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. The amounts and types of insurance shall conform to the following minimum requirements:

3.16.1 Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:

- Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
- The policy must be endorsed to provide TOWN with 30 days' written notice of cancellation and/or restriction.

3.16.2 General Liability coverage must include:

- \$2,000,000.00 combined limit per claim; and
- Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

3.16.3 Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:

- \$2,000,000.00 combined single limit per accident for bodily injury and property damage;
- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employee Non-Ownership; and
- The policy must be endorsed to provide the TOWN with 30 days' written notice of cancellation and/or restriction.

3.16.4 CONTRACTOR shall provide the TOWN with certificates of insurance evidencing the coverage required herein. With the exception of the worker's compensation insurance policy and professional liability policy, CONTRACTOR shall provide an endorsement to the policy naming the TOWN as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the TOWN.

3.17 INDEMNIFICATION

3.17.1 CONTRACTOR shall indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Services.

3.17.3 CONTRACTOR acknowledges that specific consideration will be paid under this procurement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and agrees to pay for and maintain in force at all times during the term of the Agreement awarded under this RFP, all of the insurance policies required herein.

3.18 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions submitted by the Proposer with the Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force or effect and shall be deemed inapplicable to this RFP.

3.19 DISQUALIFICATION OF PROPOSERS

The TOWN shall not consider more than one Proposal from any individual, firm partnership, corporation or association operating under the same or different names. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which Proposer is believed to be involved.

3.20 ADJUSTMENT, CHANGES AND DEVIATIONS

Unless expressly provided for in the specifications of the RFP, no adjustments changes or deviations to the RFP will be accepted.

3.21 SUBCONTRACTING

No subcontracting, including employee leasing, shall be permitted without the prior written approval of the Town Manager, which may be given in his or her sole and absolute discretion. Proposers shall include a list of all subcontractors that Proposer intends to utilize in the performance of the Services contemplated in this RFP. If the additional or substitute subcontractors are utilized during the term of the Agreement, a list of the proposed additional or substitute subcontractors shall be presented to the Town Manger for his approval.

3.22 EMPLOYMENT OF DISABLED INDIVIDUALS

The TOWN is supportive of the hiring and employment of physically and developmentally disabled persons and strongly encourages the hiring of disabled persons by TOWN contractors. CONTRACTORS shall use their best efforts to employ disabled persons in the performance of the Agreement.

SECTION 4 – PROCUREMENT

4.1 AVAILABILITY OF SOLICITATION DOCUMENTS

This RFP will be made available to interested parties at Joseph J. Gardner Government Center, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, Monday through Friday from 9:00 a.m. to 5:00 p.m. Proposals shall be submitted in the formed required by this RFP.

4.2 SUBMISSION OF PROPOSALS

4.2.1 COPIES

The Proposal shall contain seven complete paper copies and one electronic original, all of which must contain all information required for the Proposal to be considered fully responsive to the requirements contained in the RFP. The TOWN reserves the right to request additional copies of the Proposal, which shall be provided at no cost to the TOWN.

4.2.2 PACKAGING

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging marked as the "Proposal". The outside of the sealed package must clearly indicate "RFP NO. BC - 153, HOLIDAY LIGHTING AND DECORATIONS DESIGN AND DISPLAY", and shall be submitted to the Town Clerk at Joseph J. Gardner Government Center, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. The outside of the sealed package must clearly indicate the Proposer's name, mailing address, and the name and telephone number of the Proposer's contact person. No facsimile, electronic or e-mail responses will be considered.

4.2.3 COSTS OF PREPARATION

The TOWN will not supply or sell any materials, including, but not limited to, envelopes, labels or tape, to any Proposer in connection with the submission or preparation of a Proposal. The TOWN is not liable for any costs incurred by a Proposer in responding to this RFP, including those for oral presentations.

4.2.4 WITHDRAWAL, RETURN, MODIFICATION AND CORRECTION

Proposals submitted to the Town Clerk shall not be returned to the Proposer for any reason. No Proposal may be withdrawn within 90 calendar days after the Proposal Submission Deadline. Withdrawal before the expiration of this 90-day period, or modification or correction of a Proposal after it has been opened by the Town Clerk shall constitute breach by the Proposer.

4.2.5 LOBBYISTS

All lobbyists must register with the TOWN prior to engaging in any lobbying related to or in connection with this RFP.

4.3 PROPOSAL SUBMISSION DEADLINE

Proposals must be received by the Town Clerk by the Proposal Submission Deadline on June 11, 2019 at 3:30 p.m., as indicated by the official clock at Town Hall. Sealed Proposals will be opened publicly at Town Hall immediately after the Proposal Submission Deadline. Any Proposal received after the Proposal Submission Deadline will be returned unopened. The responsibility for submitting Proposals before the Proposal Submission Deadline is solely that of the Proposer. The TOWN will not be responsible for delays caused by mail, including U.S. Mail, courier service, or any other occurrence.

4.4 METHOD OF AWARD

4.4.1 PROPOSAL EVALUATION AND SCORING

An Evaluation Committee, which will be appointed by the Town Manager, will review, evaluate and score each Proposal in accordance with the requirements set forth in this RFP. If further information is desired, Proposers may be requested to make additional written submittals and/or oral presentations to the Evaluation Committee.

The Town Manager will consider the recommendation of the Evaluation Committee before recommending a firm for approval by the Town Council. The TOWN reserves the right to reject any and all Proposals, to waive any informality within a Proposal, and to award this RFP in the best interests of the TOWN.

4.4.2 PROPOSER PRESENTATIONS

Based on its scoring of the Proposers, the Evaluation Committee may invite select Proposers in for presentations.

4.5 PROCUREMENT SCHEDULE

The tentative schedule for this solicitation is as follows:

EVENT	DATE
RFP Issuance	May 13,2019
Pre Bid Meeting	May 28, 2019
Deadline for Questions	May 31, 2019
Proposal Submission Deadline	June 11, 2019
Evaluation Committee Meeting	TBD
Finalist Presentations	TBD
Council Recommendation	TBD

4.6 QUESTIONS AND REQUESTS FOR CLARIFICATION

The contact person for this RFP shall be:

Douglas Armstrong, Director
Department of Public Works
9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154
305-866-6241
darmstrong@bayharborislands-fl.gov

Any questions or requests for clarification must be made in writing. E-mail requests are acceptable. Please send all questions and/or requests for clarification to the contact named above, no later than seven days prior to the Proposal Submission Deadline noted above. Failure to submit requests in writing by the specified time shall not be grounds for a protest. While the written requirements of this RFP and its amendments are binding, oral communications between Proposers and the TOWN are not.

4.7 PROPOSAL FORMAT

Proposals shall be organized and tabbed in accordance with the sections and manner specified below. Hard-copy submittals should be bound and tabbed as set forth below and include a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Respondents should prepare their submittal on 8.5-inch by 11-inch paper. A Proposal may include other materials such as covers, appendices and brochures, but must contain the documents set forth below, each fully completed, and signed as required, in order to be considered responsive.

4.7.1 COVER PAGE

The first page of the Proposal shall indicate that it is a Proposal submitted in response to this RFP, identify the Proposer and its principals, designate one contact person for the Proposal and set forth the Proposer and contact person's address, telephone and facsimile numbers and e-mail address.

4.7.2 TABLE OF CONTENTS

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

4.7.3 INTRODUCTION LETTER

The introduction letter shall summarize the Proposer's qualifications and areas of specialization, and shall demonstrate that the Proposer meets each of the Qualitative Criteria set forth in Section 4.7.4 below.

4.7.4 MINIMUM QUALIFICATIONS

Proposers must be able to demonstrate an exemplary record of performance the past five years, and have sufficient financial capacity equipment, and organization to ensure that they can satisfactorily provide the Services if awarded an Agreement under the terms and conditions of this solicitation. 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 TOWN. Proposals will only be considered from firms which are regularly engaged in the business of providing the Services as described in this RFP.

To satisfy the Minimum Qualifications requirement, the Proposal must:

1. Proposer's Experience:

Indicate the Proposer's years of experience in providing the Services. Proposer must have completed a minimum of 10 Municipal or Commercial Holiday Lighting Programs/Displays projects with a total construction cost of not less than \$150,000.00 within the past ten years. Additionally, both the principal of the Proposer and the project manager assigned to oversee the Project must have a minimum of five years' experience in the planning, design and construction administration of municipal lighting projects.

2. Qualifications of Project Team:

Indicate the years of experience, of the individuals who will be performing the Services, including all sub-consultants. Individuals performing the Services must have prior experience within the past ten years with at least five municipal or commercial holiday lighting programs or display projects at a minimum construction cost of \$100,000.00. Provide resumes for key team members, including key sub-consultants, as well as a project team organizational chart. It is preferred, but not necessary, for the sub-consultants to have completed similar projects.

3. Principal in Charge's Experience:

Provide a comprehensive summary of the experience and qualifications of the chief executive of the Proposer. This individual must have completed a minimum of five municipal or commercial holiday lighting programs or display projects at a minimum construction cost of \$150,000.00.

4. Project Manager's Experience:

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have completed a minimum of five municipal or commercial holiday lighting programs or display projects at a minimum construction cost of \$150,000.00. This individual must be capable of speaking and making decisions on behalf of the Proposer.

5. Similar Projects:

Provide a list of not less than five, nor more than ten similar projects on which Proposer, and where applicable, sub-consultants, have been directly involved and responsible.

- a. Provide a schedule of current and past projects of similar scope and magnitude for which the Proposer has provided services and describe those services. For each project provide anticipated or proposed schedule and budget and actual schedule and budget.
- b. List all projects done by Proposer, in the role of primary consultant or sub consultant in the last five years, and describe the roles of the personnel proposed to provide the Services in those projects.

4.7.5 QUESTIONNAIRE

Proposer shall complete the Questionnaire attached as Form 1 to this RFP and include its responses to same with the Proposal.

4.7.6 CURRICULUM VITAE

Proposer must include in the Proposal the curriculum vitae of each of the firm's principals and each of Proposer's employees, staff members, volunteers and/or subcontractors that would assist in the provision of Services sought through this solicitation.

4.7.7 CLIENT REFERENCES

The Proposal shall include a list of a minimum of five client references, each which includes the name, title, company, address, telephone and facsimile numbers and email addresses. By submitting said references, the Proposer authorizes the Evaluation Committee to communicate with the person or firms listed regarding the Proposer's experience in providing the Services.

4.7.8 CLIENT PERFORMANCE EVALUATION SURVEY

Each Proposer shall submit, from a minimum of five existing or previous clients, the Performance Evaluation Letter and Survey attached as Form 2 to this RFP. The Proposer shall provide the Evaluation Letter and Survey to its clients and request that the clients submit the completed survey to Douglas Armstrong at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, or by email at darmstrong@bayharborislands-fl.gov on or before June 11 ,2019. Proposers are responsible for ensuring that the required number of clients return completed Performance Evaluation Surveys to the TOWN. The TOWN reserves the right to verify and confirm any information submitted as part of the Performance Evaluation Survey. Such verification may include, but is not limited to, speaking with clients, reviewing the relevant client documentation, site visitation, and any other method of independently confirming the data submitted.

4.7.9 ADDITIONAL FORMS

The Proposer shall complete Forms 3 and 4 attached to this RFP and include the completed forms with their submittal.

4.8 EVALUATION OF SUBMITTED PROPOSALS

4.8.1 EVALUATION COMMITTEE

The Evaluation Committee shall meet to evaluate each Proposal in accordance with the Evaluation Criteria established herein. In doing so, the Evaluation Committee may review and score all Proposals received, with or without conducting oral presentations, or review all Proposals received and short-list one or more Proposers to be further considered in oral presentations, using the established criteria.

4.8.2 EVALUATION CRITERIA

The Evaluation Committee shall rank the Responders according to and base its recommendation to the Town Council on the following factors:

- Experience of the Proposer (maximum of 20 points)
- Experience of the professionals that will be involved in the provision of Services (maximum of 10 points)
- Proposed Design and Approach towards delivery of service (maximum of 30 points)

- Cost/Budget (Max 20 pts) (Any proposals over the budget will not be considered)
- Recent, current, and projected workloads of the Proposer (maximum of 10 points)
- Quality of references (maximum of 10 points)

Inspection of the Proposer's facility may be made prior to the award of the Agreement. The TOWN may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience), in making an award that is in the best interest of the TOWN.

The TOWN may, during the period that the Agreement between the TOWN and the successful Proposer is in force, review the successful Proposer's record of performance to ensure that the Proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this solicitation. Irrespective of the Proposer's performance on any Agreement awarded to it by the TOWN, the TOWN may place said Agreement on probationary status and implement termination procedures if the TOWN determines that the successful Proposer no longer possesses the financial support, equipment, or organizational capacity which would have been necessary during the Proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

4.9 PROTEST PROCEDURES

4.9.1 STANDING

Parties that are not actual Proposers, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made pursuant to this section.

4.9.2 PROCEDURE

4.9.2.1 Protest of Failure to Qualify. Upon notification by the TOWN that a Proposer is deemed non-responsive and/or non-responsible, the Proposer who is deemed non-responsive and/or non-responsible may file a protest with the Town Clerk by close of business on the third Business Day after notification (excluding the day of notification) or any right to protest is forfeited. (Town Hall hours are as follows: Monday-Thursday from 9:00 am to 5:00 pm and Friday from 8:00 am to 3:00 pm.)

4.9.2.2 Protest of Award of Agreement. After a Notice of Intent to Award an Agreement is posted, any proposer who is aggrieved in connection with the pending award of the Agreement or any element of the process leading to the award of the Agreement may file a protest with the Town Clerk by close of business on the third Business Day after posting (excluding the day of posting) or any right to protest is forfeited.

4.9.2.3 Content and filing. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and the Protest Bond are received by the Town Clerk, as indicated by the official clock at the Town Hall reception desk.

4.9.2.4 Protest Bond. Any Proposer filing a protest shall simultaneously provide a Protest Bond to the TOWN in the amount of ten thousand dollars (\$10,000). If the protest is decided in

the protester's favor, the entire Protest Bond shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Bond shall be forfeited to the TOWN. The Protest Bond shall be in the form of a cashier's check.

4.9.2.5 Protest Committee. The Protest Committee shall review all protests. The Town Manager shall appoint the members of the Protest Committee. No member of the Town Council shall serve on the Protest Committee. The Town Attorney or designee shall serve as counsel to the Committee. The meeting of the Protest Committee shall be open to the public and all of the actual proposers shall be notified of the date, time and place of the meeting. If the Protest Committee determines that the protest has merit, the Town Manager shall direct that all appropriate steps be taken. If the Protest Committee denies the protest, the protester may appeal to the Town Council. All of the actual proposers shall be notified of the determination by the Protest Committee. The Protest Committee shall terminate upon the award of the Agreement, or such other time as determined by the Town Council.

4.9.2.6 Stay of award of Agreement or RFP Process. In the event of a timely protest, the Town Manager shall stay the award of the Agreement or the RFP process unless the Town Manager determines that the award of the Agreement without delay or the continuation of the RFP process is necessary to protect any substantial interest of the TOWN. The continuation of the RFP process or award under these circumstances shall not preempt or otherwise affect the protest.

4.9.2.7 Appeals to Town Council. Any actual proposer who is aggrieved by a determination of the Protest Committee may appeal the determination to the Town Council by filing an appeal with the Town Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the Town Clerk.

4.9.2.8 Failure to file protest. Any actual Proposer that does not formally protest or appeal in accordance with this Section shall not have standing to protest or challenge an award of an Agreement by the Town Council.

FORM 1

QUESTIONNAIRE

Firm Name: _____

Firm Address: _____

Firm Contact Information: _____

Firm Representative (name and title): _____

Representative Contact Information: _____

Firm Type (circle one): Individual Partnership Corporation

If Corporation:

Date and Place of Incorporation: _____

If Foreign Corporation:

Date of Registration with Florida Secretary of State: _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President: _____

Vice President: _____

Treasurer: _____

Board of Directors: _____

If Partnership:

Date and Place of Organization _____

Partners: _____

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.
2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of holiday lighting and decoration display services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the TOWN in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the TOWN. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the TOWN. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

WITNESS:

IF INDIVIDUAL

Signature

Signature

Print Name

Print Name

WITNESS:

IF PARTNERSHIP:

Signature

Print Name of Firm

Print Name

Address

By: _____
General Partner

Print Name

WITNESS:

IF CORPORATION:

Signature

Print Name of Firm

Print Name

Address

By: _____
President

(CORPORATE SEAL)

Print Name

Attest: _____

FORM 2

PERFORMANCE EVALUATION COVER LETTER AND SURVEY

Number of pages including this cover: 2

May 13, 2019

To:

Phone:

Fax:

E-mail:

Re: Performance Evaluation of _____

To Whom It May Concern:

The Town of Bay Harbor Islands, Florida (the "Town") has issued Request for Proposals No. BC-153, requesting proposals from qualified and experienced holiday lighting and decorations display service providers. The above-referenced company has chosen to participate in this solicitation process and has listed you as a past or current client for whom they have done work.

In connection with its solicitation, the Town collects past performance information on firms and contractors that provide professional services and compete for Town contracts. The information you provide will be used to assist the Town in the selection of a firm to provide holiday lighting and decorations display services. Both the company and the Town would greatly appreciate you taking a few minutes out of your busy day to complete the accompanying questionnaire.

Please review all items in the following attachment and answer the questions to the best of your knowledge. If you cannot answer a particular question, please leave it blank. Please return this questionnaire to survey to Doug Armstrong at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154, or by email at darmstrong@bayharborislands-fl.gov.

Thank you for your time and effort in this matter.

Name, Title

PERFORMANCE EVALUATION SURVEY
TOWN OF BAY HARBOR ISLANDS RFP NO. BC – 153,
HOLIDAY LIGHTING AND DECORATIONS DESIGN AND DISPLAY SERVICES

Company Name: _____

Point of Contact: _____

Phone and email: _____

Nature of services provided: _____

Please evaluate the performance of the Contractor Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criteria that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: _____

Contact Name: _____

Contact Phone and e-mail: _____

Date of Services: _____

Dollar Amount for Services: _____

Thank you for your time and effort. Please return this form to Doug Armstrong at 9655 Bay Harbor Terrace, Bay Harbor Islands Town, Florida 33154, or by email at darmstrong@bayharborislands-fl.gov

FORM 3

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 (“Preference to Businesses with Drug-Free Workplace Programs”), whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the 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 employees 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES _____

NO _____

NAME OF BUSINESS: _____

SIGNATURE: _____

FORM 4

SWORN STATEMENT PURSUANT TO FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to Bay Harbor Islands Town, Florida.

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____
and (if applicable) its Federal Employer Identification Number (FEIN) is: _____.
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

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

directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

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

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

Signature

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____

OR
Produced identification _____

Notary Public, State of _____

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public