



**TOWN OF BAY HARBOR ISLANDS REQUEST FOR PROPOSAL #BHI-203**

**YOUTH SPORTS MANAGEMENT SERVICES SUBMITTAL DATE: THURSDAY, MAY 30, 2019 3:30 P.M.**

**LAST DATE TO SUBMIT QUESTIONS: WEDNESDAY, MAY 29, 2019**

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**TOWN OF BAY HARBOR ISLANDS  
REQUEST FOR PROPOSAL RFP # BHI-203  
YOUTH SOCCER MANAGEMENT SERVICES**

The Town of Bay Harbor Islands is seeking a qualified contractor (s) to provide youth Soccer Management Services. Sealed bids will be received at the **Office of the Town Clerk at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 until 3:30 P.M. (EST) on Thursday, May 30, 2019**, at which time bids will be publicly opened and read aloud.

**SCOPE OF SERVICES:**

The Contractor shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff. The contractor must be able to instruct youth coed soccer programs, including recreational, travel, summer camp, training soccer services normally associated with the youth soccer industry and pee-wee soccer programs.

**SITE AND PROGRAM DESCRIPTION:**

- The Recreational Youth Soccer League is part of the Town's Aftercare Program and held at the Ruth K. Broad K -8 Center 1155 93rd Street, Bay Harbor Islands, FL 33154, and caters to school age children ages 5 years old to 13 years old. The league holds practices Monday afternoons, Wednesday afternoons from September – June (during school days only). There are 2 tournaments held in the Spring and Fall. Games are usually held on Saturdays but depending on league chosen by Town can change.
- The Pee-Wee Soccer League is part of the Towns' Community Center Programs held at the Town's 92nd Street Park and at the 98th Street Scott Winters Park. This program caters to children ages 12 months to 5 years old. The practices dates vary but are in the afternoon. This program begins in October and ends in June.
- The Travel Youth Soccer League is for advance youth participants school age 5 years to 13 years old. Practices are held Fridays and tournaments for this league are Saturdays or Sundays.
- Summer Camp: During the Town's Summer Camp Program the
- The Town utilizes an automated registration system where residents register for programs in person or via the Town's website.

The Town of Bay Harbor Islands reserves the right to accept any bid deemed to be in the best interest of the Town or to waive any informality in any submittal. Submittals must be received at the above address no later than 3:30 P.M. (EST) on Thursday, May 30, 2019, and clearly marked on the outside of the envelope "RFP #BHI-203: Youth Soccer Management Services." Late Submittals will not be accepted and shall be returned unopened.

Contract documents may be downloaded and printed as required from the Town's website at [www.bayharborislands-fl.gov](http://www.bayharborislands-fl.gov). Enquiries regarding this contract should be directed in writing to Regine Choute, Community Services Director at [rchoute@bayharboislands-fl.gov](mailto:rchoute@bayharboislands-fl.gov) or by calling 786-646-997 by Wednesday, May 29, 2019.

The Town may reject any or all bids and re-advertise. The Town may elect to award multiple Proposers the services described herein to meet the needs of the Town.

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

## **GENERAL INFORMATION**

### **A. SCOPE OF SERVICES**

Provide the City with a Youth Sports Management Service

### **B. PROPOSAL DUE DATES**

The Town of Bay Harbor Islands is seeking a qualified contractor(s) to provide youth program management services. Sealed bids will be received at the Office of the Town Clerk, Bay Harbor Islands until 3:30 P.M. (EST) on Monday, May 30, 2019.

Proposals should be addressed or delivered to:

RFP # BHI 203 Office of the Town Clerk, Town of Bay Harbor Islands 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154.

Questions Concerning this RFP must be received in writing by Wednesday, May 29, 2019 and directed to:

Regine Choute, Community Services Director Town of Bay Harbor Islands 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154. Phone: (786) 646-9970 [rchoute@bayharborislands-fl.gov](mailto:rchoute@bayharborislands-fl.gov)

**In order to facilitate review of the proposals, each proposer must submit an original with one (1) CD that contain a single PDF file that contains your entire response in the order as presented in the Proposer document, including any attachments.**

THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A PROPOSAL TO THE OFFICE OF THE TOWN CLERK ON OR BEFORE THE STATED DATE AND TIME OF:

**THURSDAY, MAY 30, 2019 AT 3:30 P.M.**

IS SOLEY AND STRICTLY THE RESPOSIBILITY OF TE PROPOSER. THE TOWN IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAHE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION TIMETABLE IN THIS REQUEST FOR PROPOSAL WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. ELECTIONIC OR FACSIMILE PROPOSALS SHALL NOT BE CONSIDERED.

Hand-carried Proposals may be delivered to the above address during the Town's regular business hours, Monday through Friday, excluding holidays observed by the City, but not beyond the Due Date and Time. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Proposal must be signed by an authorized officer of the Proposer who is 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, and/or provide the required goods, at the price stated by the Proposer.

### **C. ACRONYMS/DEFINITIONS**

For the purposes of this Request for Proposal (RFP), the following acronyms/definitions will be used:

**Contract:** Shall refer to the Contract that may result from this RFP.

**Contractor:** The organization(s)/individual(s) that is awarded and has an approved contract with the City for the services identified in this RFP.

**Council:** The term Council as used throughout this document will mean the Town Council of the Town of Bay Harbor Islands.

**Competitive Solicitation:** Means an invitation to bid, a request for proposal, or an invitation to negotiate.

**Evaluation Committee:** An independent committee comprised solely of City representatives established to review proposals submitted in response to the RFP, score the proposals and recommend a Proponent(s).

**FSS:** Florida State Statutes.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** Shall refer to any offerer(s) submitting an Offer in response to this RFP.

**Proposal:** Shall refer to any offer(s) submitted in response to this RFP.

**Proposal Due Date & Time:** Shall refer to the due date and time listed in this Solicitation.

**Proponent:** Organization/individual submitting a bid/proposal in response to this RFP.

**Proposer:** Shall refer to anyone submitting a Proposal in response to the RFP.

**Provider or Successful Proposer:** Shall refer to the Proposer receiving an award as a Result of this RFP.

**RFP:** Request for Proposal

**Request for Proposal, RFP, RFQ or Solicitation:**

Shall mean this Request for Proposal including all Exhibits and Attachments as approved by the City and amendments or change orders issued by the City.

**Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Responsive Bid/Proposal:** A bid or proposal or reply submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.

**Shall/Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement will, if material, result in the rejection of a proposal as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Proponent fails to provide recommended information, the City may, at its sole option, ask the Proponent to provide the information or evaluate the proposal without the information. Failure after demand will result in rejection.

**Sub-Contractor & Sub-Consultant:** Shall refer to any person, firm, entity, or organization, other than the

employees of the Successful Proposer, who contract with the Successful Proposer 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 Successful Proposer.

**Town:** means the Town Council of the Town of Bay Harbor Islands or the Town Manager, as applicable.

**Town Manager:** means the duly appointed chief administrative officer of the Town of Bay Harbor Islands or his/her designee.

**Work, Services, Program, Project or Engagement:** Shall refer to all matters and things that will be required to be done by the Successful Proposer in accordance with the Scope of Work and the Terms and Conditions of this Solicitation.

## **BACKGROUND**

The Town of Bay Harbor Islands has a diverse population of over 6,000, and desires to engage the services of a qualified firm to provide comprehensive youth sports management services as needed. The Town of Bay Harbor Islands is located in the northeast corner of Miami-Dade County and is approximately 1 square miles in size. The Town delivers a majority of its community services by utilizing contractors with sound business practices with an emphasis on excellence and effective customer service principles.

The Town operates the following parks and community facilities:

1. Tot Lot: Northwest Corner of 96 Street & West Broadview Drive Bay Harbor Islands, FL 33154
2. North Passive Park: North section of the West Island and South Passive Park: South section of the West Island
3. 92<sup>nd</sup> Street Park : Corner of E.Bay Harbor Dr. & 92nd St. Bay Harbor Islands, FL 33154
4. Scott Winters Park: 1135 98th St. Bay Harbor Islands, FL 33154
5. Morris Broad Community Center: 1175 95<sup>th</sup> Street, Bay Harbor Islands, FL 33154
6. Ruth K. Broad K-8 Center: 1165 93<sup>rd</sup> Street, Bay Harbor Islands, FL 33154. This K-8 School is located adjacent to the Community Recreation Center and is where summer camp and after school programming takes place.

## **PURPOSE:**

The Town of Bay Harbor Islands is requesting proposals from parties cable of providing organized youth coed soccer program management services for our Afterschool Program and our 92<sup>nd</sup> Street & Scott Winter Park. Youth Soccer Program management services entail but not limited to coaching and mentoring within the sport of soccer, providing all equipment for practices and games, providing a high level of customer services and working in partnership with the Town, etc. The purpose of this request for proposal is to establish the most effective and efficient methods of providing instructions for the Town residents.

## **SCOPE OF SERVICES:**

The Contractor shall provide a safe, high quality and customer-oriented operation with well maintained equipment and experienced staff. The contractor must be able to instruct youth coed soccer programs, including recreational, travel, summer camp, training soccer services normally associated with the youth soccer industry and pee-wee soccer programs.

## **SITE AND PROGRAM DESCRIPTION:**

The Recreational Youth Soccer League is part of the Town's Aftercare Program and held at the Ruth K. Broad K -8 Center 1155 93<sup>rd</sup> Street, Bay Harbor Islands, FL 33154, and caters to school age children ages 5 years old to 13 years old. The league holds practices Monday afternoons, Wednesday afternoons from September – June (during school days only). The are 2 tournaments held in the Spring and Fall games are usually held on Saturdays.

The Pee-Wee Soccer League is part of the Towns' Community Center Programs held at the Town's 92<sup>nd</sup> Street Park and at the 98<sup>th</sup> Street Scott Winters Park. This program caters to children ages 12 months to 5 years old. The league holds practices different days in the afternoon. This league begins in October and ends in June.

The Travel Youth Soccer League is for advance youth participants. Practices are held Fridays and tournaments for this league are Saturdays or Sundays.

The Town utilizes an automated registration system where residents register for programs in person or via the Town's website.



## **PERFORMANCE, OPERATIONS, AND PERSONNEL STANDARDS**

- ✓ The successful firm shall provide proof that all volunteers, instructors and employees (full time, part time, and temporary/seasonal) assigned to the Town have undergone both criminal background screening and drug screening at the time of hire and during the term of the Agreement, at the Contractor's sole expense.
- ✓ The successful firm will be required to meet with any involved Town Department by the Town Manager or his designee. The successful firm's account representative will be available to resolve any related issues that arise during the normal course of providing the requested services. The successful firm will be expected to coordinate and communicate effectively with designated Town personnel. The frequency, nature, scope, and definition of the services desired by the Town may change from time to time, at the Town's sole discretion.
- ✓ Tobacco use of any kind is not permitted while on duty at all Town programs.
- ✓ All financial transactions will be handled by the Town.
- ✓ All staff shall be fluent in English or be bi-lingual with English as one of the spoken languages.
- ✓ All staff shall have current CPR and Basic First Aid Training certification.
- ✓ All staff shall be groomed to present a professional image for the Town and wear approved uniforms.
- ✓ The successful proposer shall have at least one management level employee at each site while programs are being held and supply enough personnel at all times to provide sufficient supervision, at the Town's sole discretion.
- ✓ The successful proposer shall provide services solely as an independent contractor.
- ✓ All staff shall be prompt and dressed in proper uniforms when reporting to duty. Uniforms for participants, coaches, and staff shall be provided by the successful firm at their sole expense with Tow's approval, at its sole discretion.
- ✓ All programs shall be managed, led and operated in a safe, competent and courteous manner.

## **CONTENT OF PROPOSAL**

The proposal shall include the following information at a minimum.

- Qualifications of firm and principals, including but not limited to: firm's history; number of years in business; quantity of programs, events, activities, and leagues coordinated; experience of principals in similar settings; safety record; local availability of key personnel; and has demonstrated the ability to cooperate with local leisure services agencies; comply with all applicable laws and regulations.
- Provide all necessary licenses and permits relating to performing all services requested by the Town.
- The successful firm will be required to meet with any involved City department upon request by the Town Manager or his designee. The successful firm's project manager will be available to resolve any related issues that arise during the normal course of providing the requested services. The successful firm will be expected to coordinate and communicate effectively with designated City personnel. The frequency, nature, scope, and definition of the services desired by the Town may change from time to time, at the Town's sole discretion.
- A plan to coordinate, implement and evaluate youth sports, leagues, and programs, in conformance with all applicable laws and regulations. Proposers shall provide a complete plan detailing activities, programs and leagues.

**This solicitation, although described as a Request for Proposals, shall serve as a request for qualifications pursuant to Sec. 287.055, F.S.**

Please submit the following information, with responses numbered accordingly, on 8.5" x 11" sheets:

- Name, address, telephone, fax number and email address of your firm.
- Type of organization (i.e., individual, partnership, corporation, joint venture, etc.), year established, and address of home office if different than above.
- Principals of the firm.
- Name and title of person who will be responsible for Town account.
- Name, function, and qualifications of personnel in the organization who will be involved in this project. Please note, to receive further consideration, the contact person or project manager assigned to this project must, within the past five (5) years, have conducted or been solely responsible for providing recreation program management services.
- Compensation: The cost for providing qualified personnel for all practices, scheduled games, equipment and Camps. Any other innovative examples of compensation methods
- General, workers' compensation, automobile and professional liability insurance company name, and extent of coverage.
- Dress and/or Grooming Code for employees
- A complete list of present clients and at least three (3) letters of recommendation.
- Any other information you feel is appropriate to assist in the selection process.
- Respondents must submit five (10) copies of the proposal

## **EVALUATION OF PROPOSALS**

A Review Committee consisting of the Town Manager, Community Services Director, Assistant Community Services Director and Athletic Coordinator will evaluate the written proposals. Evaluation will include the following criteria:

- Qualification and experience of personnel who will be directly involved in all elements of the work.
- Firm size, age, and organizational structure.
- Financial stability of firm.
- Firm's experience with recreation management services that is similar to the requests of this RFP.
- Innovative and creative approaches, ideas and concepts to providing recreational services as evidenced by the submittal.
- Proven ability of firm to effectively manage youth soccer services to ensure successful programs as directed by the Town.
- The evaluation process and criteria which are utilized by Town shall comply with Sec. 287.055, F.S., as applicable.

The highest ranked proposals will be identified and those firms may be requested to make a formal presentation before the review committee. The Town Manager will then recommend to the Town Council.

## **TOWN'S RIGHTS**

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request re-proposals on the required materials or services. The Town Council shall make a final determination and award of proposal(s).

All materials submitted in response to the RFP become the property of the Town and will be returned only at the option of the Town. The Town has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of the Proposal does not affect this right, provided however, that any submittal that has been submitted to the Town Manager's Office may be withdrawn prior to submittal opening time stated herein, upon proper identification and signature releasing submittal documents back to the proposing firm.

## **GENERAL TERMS AND CONDITIONS**

### **1.1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the (ITB) Instruction to Bidders the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor whether or not specifically called for in the Contract Documents. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

### **1.2 TIME IS OF THE ESSENCE**

The contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

### **1.3 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. The notice shall be deemed given on the date received or within 3 days of mailing if mailed through the United States Postal Service. The notice shall be deemed given on the date sent via e-mail or facsimile. The notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

#### **For Town:**

J.C. Jimenez, Town Manager  
Town of Bay Harbor Islands  
9665 Bay Harbor Terrace  
Bay Harbor Islands, FL 33154

#### **For Contractor:**

TBD

During the Work, the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

### **1.4 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence shall apply:

In the event of conflicts in the Contract Documents the priorities stated below shall govern;

- Revisions and Change Orders to the Contract shall govern over the Contract
- The Contract Documents shall govern over the Contract
- The Special Conditions shall govern over the General Conditions of the Contract
- Addendum to an ITB shall govern over an ITB

## **INSURANCE REQUIREMENTS**

Such policy or policies shall be without any deductible amount unless otherwise noted in this Agreement and shall be issued by approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in Miami-Dade County, Florida. The vendor shall pay all deductible amounts, if any. The vendor shall specifically protect the Town and by naming the "Town of Bay Harbor Islands" as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is the "Town of Bay Harbor Islands." This official title shall be used in all insurance documentation.

**Independent Contractor Relationship.** Contractor's relationship with Client shall be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture, or employment relationship. Contractor shall not be entitled under this Agreement or otherwise to any of the benefits that Client may make available to its employees, including but not limited to group health insurance, life insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance. No part of Contractor's compensation will be subject to withholding by Client for the payment of any social security, federal, state or any other employee payroll taxes. Client will regularly report amounts paid to Contractor by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Contractor may perform the services required by this Agreement at any place or location and at such times as Contractor shall determine. Contractor agrees to provide all tools and instrumentalities, if any, required to perform the services under this Agreement.

**Contractor's Personnel.** Contractor represents and warrants to Client that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire, as that term is defined under U.S. copyright law, and will owned by Client; and (ii) the employee assigns all rights in and to all work done by the employee to Client. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations. Furthermore, Contractor shall carry workers compensation insurance for all of its employees and shall insure that any person conducting services (whether as a sub-contractor or otherwise) shall have workers compensation insurance in the kind and amounts set forth below. In the event that Contractor's employees perform services to or for children, the elderly, or disabled persons, Contractor shall be a qualified entity and shall conduct criminal background checks on its employees through the Volunteer and Employee Criminal History System (VECHS) program, pursuant to Section 943.0542, Florida Statutes. Contractor shall provide Client with copies of all criminal background checks performed.

The Contractor shall purchase and maintain, in full force and effect for the life of the contract, at contractor's sole expense, the following insurance policies:

- a. Commercial General Liability and Property Damage in an amount of at least \$1,000,000 each occurrence and \$3,000,000 General Aggregate;
- b. Statutory Workers Compensation insurance with Employers' Liability limits of no less than \$500/500/500 as required by law; and
- c. Automobile Liability in the amount of at least \$1,000,000 for bodily injury/property damage per occurrence, including coverage for owned, hired and non-owned vehicles. Higher coverage may be required if the work to be performed is sufficiently hazardous.

The Town of Bay Harbor Islands shall be named as additional insured on policies listed above of the contractor's above required policies of insurance except for the Workers' Compensation insurance. The form and types of coverage and sufficiency of insurer shall be subject to approval of the Town Manager.

Contractor shall cause Client to be named as an additional insured on Contractor's Commercial General Liability Insurance policies (for both ongoing and completed operations) and Vehicle Liability policies to the full limits of

liability under each such policy purchased by Contractor. Such coverage shall be on a primary and non-contributory basis. All insurance policies must include an endorsement by which the insurer waives its subrogation rights against the Client. Furthermore, the insurance coverage required shall not contain any exclusionary language or limitation applicable to the Client as an additional insured, that are not applicable to the named insured.

**Ownership of Property.** Contractor acknowledges and agrees that all documents produced by Contractor including, but not limited to, memoranda, research notes, correspondence, emails, pleadings, and reports in the course of his work for Client, shall be the property of Client, and Contractor shall retain no ownership, interest, or rights therein.

**Indemnification.** Contractor shall indemnify and pay for defense (as duty to defend versus reimbursement) on behalf of Client and hold Client harmless from and against all claims, damages, and costs (including counsel) arising out of or in connection with Contractor's Services. This indemnification shall survive termination of this Agreement.

**Prevailing Party Attorneys' Fees.** In the event of a dispute between the Parties that arises out of or relates to this Agreement, the prevailing party shall be entitled to recover against the non-prevailing party all reasonable legal fees and costs incurred by the prevailing party on all levels and proceedings including, but not limited to, all pre-litigation discussions and mediations, and in all trial courts and appellate courts. The prevailing party shall also be entitled to receive from the non-prevailing party all attorneys' fees and costs incurred in connection with a determination by the court(s) as to the reasonable attorneys' fees and costs to be awarded pursuant to this paragraph.

**Venue.** The parties understand and agreed that this Agreement was executed in Miami-Dade County, Florida and that all payments for services rendered shall be made in Miami-Dade County, Florida. The parties further agree that, irrespective as to whether venue may also lie in any other county or jurisdiction, including but not limited to the county or jurisdiction within which the Association is situated, THE EXCLUSIVE VENUE for any action arising out of or relating to the instant Agreement SHALL be Miami-Dade County, Florida. This Agreement shall be governed by the laws of the State of Florida. The parties understand and agree that the instant paragraph is a material inducement for the execution of this Agreement.

**Waiver of Jury Trial.** TO THE FULLEST EXTENT ALLOWED BY LAW, THE RESPECTIVE PARTIES HERETO DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

**Counterparts.** This Agreement may be executed in a number of counterparts and transmitted by facsimile or email as a .PDF attachment, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Notice.** All notices shall be in writing and sent to the Parties' addresses set forth below:

If to Client:                      Town of Bay Harbor Islands  
   9665 Bay Harbor Terrace  
   Bay Harbor Islands, FL 33154  
   ATTN: J.C. Jimenez, Town Manager

With a copy to:  
Frank C. Simone, Esquire  
FRANK SIMONE, P.A.  
701 Brickell Avenue, Suite 1550  
Miami, Florida 33131

**Merger:** This Agreement constitutes the entire agreement between the Parties, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, either oral or written, between them concerning this Agreement other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the Parties unless they are in writing and signed by both Client and Contractor.

**Termination of Agreement.** This Agreement may be terminated by either party upon 30 days written notice with or without cause. Thereafter, any obligation by any party shall cease, except as to indemnification, which shall survive termination of this Agreement.

## **GENERAL REQUIREMENTS**

- Proposers must have been in business for a period of no less than three (3) years. In the event of a joint venture, at least one (1) of the entities must have been in business for a period of no less than three (3) years.
- The original proposal with CDs and four (10) additional copies of the RFP response must be furnished on or before the submission deadline indicated herein.
- Costs of preparation of a response to this RFP are solely those of the Proposer's. The Town of Bay Harbor Islands assumes no responsibility for any such costs incurred by the Proposer's.
- The contents of the written proposal of the successful firm will become part of the contractual obligations.
- Proposers shall respond to each item in the Content Proposal Section.
- Proposals shall be typed or printed. All corrections made by the Proposer prior to the initial screening must be initialed and dated by the Proposer. No changes or corrections will be allowed after the initial screening of proposals has commenced.
- The Town of Bay Harbor Islands reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, serves the best interest of The City of Aventura.
- The Town reserves the right to issue modifications or addenda to more fully meet the needs of the Town.
- By Submitting a proposal, the proposer certifies that he or she has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.
- The Town reserves the right to negotiate modifications o proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedure.
- All firms submitting a proposal shall document the date and time they visited the site.

All proposals submitted shall be binding for one hundred twenty (120) calendar days following opening. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to fulfill the requirements of the proposal.

In accordance with Chapter 119 Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals or Request for Qualifications and the responses are public record. All proposals received in response to this Request for Proposal or Request for Qualifications will become the property of the Town of Bay Harbor Islands and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract

will become the property of the Town.

### **NONCONFORMANCE TO CONTRACT CONDITIONS**

Services offered must be in compliance with RFQ/RFP conditions and specifications and any resulting agreement at all times. Services not conforming to RFQ/RFP conditions, specifications or time frames may be terminated at proposer(s) expense and acquired on the open market. Any increase in cost may be charged against the proposer.

### **ASSIGNMENT**

The contractor shall not transfer or assign the performance required by this proposal without the Town's prior written consent. Any award issued pursuant to this proposal invitation and monies which may be payable by the Town, are not assignable except with the Town's prior written approval.

### **AWARD OF PROPOSAL**

The Town reserves the right to accept or reject any and/or all proposals or parts of proposals, to workshop or negotiate any and all proposals, to waive irregularities, and to request new proposals on the required materials or services. The Town also reserves the right to award the contract as will best serve the interests of the Town unless otherwise stated. The Town also reserves the right to waive minor variations to the specifications (interpretation of such to be made by the applicable department personnel). Final determination and award of proposal (s) shall be made by the Town Council

### **COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submits a response to an ITB such submissions shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control, and management of such related parties in preparation and submission under such ITB. Related parties shall mean employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same contract(s). ITB responses found to be collusive shall be rejected

### **HOLD HARMLESS**

All proposers shall hold the Town, its officials and employees harmless and covenant not to sue the Town, its officials and employees from their decisions to reject, award or not award a proposal, as applicable.

### **CANCELLATION**

Failure on the part of the vendor to comply with the conditions, specifications, requirements and terms as determined by the Town, shall be just cause for cancellation of the award, with the vendor holding the Town harmless.

### **DISPUTES**

If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the dispute will be handled in accordance with Section 2-259 of the City Code.

### **ADDENDA, CHANGES OR INTERPRETATIONS DURING BIDDING**

Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for the opening of



the proposals will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if desired, will be mailed or sent by available means to all known prospective proposers not later than the established proposal opening date. Each prospective proposer shall acknowledge receipt of such addenda by including it in the proposal form. In case any proposer fails to include such addenda or addendum, his proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his proposal will constitute acknowledgement of the receipt of same. All addenda are a part of the contract documents and each proposer will be bound by such addenda, whether or not received by him. It is the responsibility of each prospective proposer to verify that he has received all addenda issued before proposals are opened.

Any questions regarding the specifications may be directed to the Community Services Department, Regine Choute, Community Services Director, located at 1175 95<sup>th</sup> Street, Bay Harbor Islands, FL 33154, (786) 646-9970. Under no circumstances will the Town accept facsimile or electronic transmissions in lieu of a sealed proposal. Any proposals received in the above manner will be deemed unresponsive and a "no proposal" will be entered for the proposer.

No verbal or written information which is obtained other than by information in this RFP or by Addenda to this RFP shall be binding on the Town.

### **DEFAULT PROVISIONS**

In case of default by the proposer or contractor, the Town may cancel the service agreements, procure the articles or services from other sources and hold the proposer or contractor responsible for any excess costs occasioned or incurred thereby.

### **SECONDARY/OTHER VENDORS**

The Town reserves the right in the event the primary proposer cannot provide an item(s) or Service(s) in a timely manner as requested, to contact the second best proposer of this RFP to perform said service. If the secondary contractor is unavailable, the Town reserves the right to seek and obtain other sources without thereby violating the intent of the contract.

### **PUBLIC ENTITY CRIME/DISQUALIFICATION**

Pursuant to Section 287.133(3)(a), Florida Statute all proposers are advised as follows:

"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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

### **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. BIDDER's must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Aventura or its agencies.

## **PUBLIC RECORDS LAW**

### **PUBLIC RECORDS**

- a. CONTRACTOR agrees to keep and maintain public records in CONTRACTOR's possession or control in connection with CONTRACTOR's performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- b. Upon request from the Town custodian of public records, CONTRACTOR shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- d. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the TOWN MANAGER, at no cost to the TOWN, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the TOWN in a format that is compatible with the TOWN's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- e. Any compensation due to CONTRACTOR shall be withheld until all records are received as provided herein.
- f. CONTRACTOR's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the TOWN.

### **Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: TOWN Clerk's Office Mailing address: 9665 Bay Harbor Terrace, Bay Harbor Islands FL 33154 Telephone number: 305-866-6241 Email: msiegel@bayharborislands-fl.gov**

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**BUSINESS ENTITY AFFIDAVIT**

**(VENDOR/BIDDER DISCLOSURE)**

I, \_\_\_\_\_, being first duly sworn State:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Aventura ("City") are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
*Federal Employer Identification Number (If none, Social Security Number)*

\_\_\_\_\_  
*Name of Entity, Individual, Partners or Corporation*

\_\_\_\_\_  
Street Address      Suite      City      State      Zip Code

***OWNERSHIP DISCLOSURE AFFIDAVIT***

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name Address Ownership

\_\_\_\_\_ %

\_\_\_\_\_ %

\_\_\_\_\_ %

The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal equitable, beneficial or otherwise) in the contract or business transaction with the Town are (Post Office addresses are not acceptable), as follows:

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\_\_\_\_\_  
*Signature of Affiant*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

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

Personally known \_\_\_\_\_  
OR \_\_\_\_\_  
Produced identification \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*  
Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
*Type of identification*

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
*Printed, typed or stamped commissioned*

## REFERENCES

Proposer shall submit as a part of the proposal package, at least five (5) business references with Project Name/Title, Client Name with Address, Telephone & Fax Numbers, Project Location, Fee Charged, Source of Funds, and Performance Period that have utilized the services being proposed to the City. (\*Indicates required information)

Name:

Contact Name:

\*Address:

\*Telephone No.: \*Fax No.: Cell Phone No.: Email: Date of Contract:

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Name:

Contact Name:

\*Address:

\*Telephone No.: \*Fax No.: Cell Phone No.: Email: Date of Contract:

---

Name:

Contact Name:

\*Address:

\*Telephone No.: \*Fax No.: Cell Phone No.: Email: Date of Contract:

---

**REFERENCES continued**

Name:

Contact Name:

\*Address:

\*Telephone No.: \*Fax No.: Cell Phone No.: Email: Date of Contract:

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\*\*\*\*\*

Name:

Contact Name:

\*Address:

\*Telephone No.: \*Fax No.: Cell Phone No.: Email: Date of Contract:

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Expires: \_\_\_\_\_