North Bay Village, Florida

REQUEST FOR PROPOSALS
FOR
VILLAGE WINTER HOLIDAY DECORATIONS

RFP NO. NBV RFP-2014-002

SEALED PROPOSALS WILL BE RECEIVED BY THE VILLAGE CLERK,
1666 KENNEDY CAUSEWAY, SUITE 300, NORTH BAY VILLAGE, FL 33141
ON OR BEFORE JULY 28, 2014, 3:00 P.M.
North Bay Village, Florida

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

NORTH BAY VILLAGE
REQUEST FOR PROPOSALS
VILLAGE WINTER HOLIDAY DECORATIONS
RFP NO. NBV 2014-002

Public Notice is hereby given that North Bay Village, Florida is requesting proposals from experienced and qualified vendors to install and maintain holiday lights and decorations for the Village's seasonal winter outdoor décor.

Sealed Responses clearly labeled with the RFP title and number must be received by mail or hand delivered on or before July 28, 2014, no later than 3:00 p.m. local time, at which time they will be publicly opened. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the submittal documents.

Respondents must submit an original unbound package, six (6) additional copies, and one (1) CD ROM to the Office of the Village Clerk, North Bay Village, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141.

Copies of this Proposal Document may be obtained at DemandStar by Onvia at www.demandstar.com., at the Village Administrative Offices, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida 33141 from 9:00 a.m. to 4:00 p.m., Monday through Friday, or by emailing yvonne.hamilton@nbvillage.com.

The Village reserves the right at any time to modify, waive or otherwise vary the terms and conditions of the bid including but not limited to deadlines for submission, submission requirements, informalities or irregularities in any submittal, and the Scope of Work. The Village further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time or take any other such actions that may be deemed in the best interest of the Village, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

Pursuant to Section 38.18 of the Village Code, "Ethics Ordinance", a Cone of Silence is hereby imposed whereby any communications between any potential bidder, service provider, lobbyist or consultant and the Village's staff and elected officials pertaining to this RFP are prohibited.

Yvonne P. Hamilton, CMC, Village Clerk

BID/PROPOSAL SIGNATURE PAGE

How to submit Proposal:

It will be the sole responsibility of the Proposer to ensure that the Proposals reach North Bay Village, Village Hall, 1666 Kennedy Causeway, Suite 300, North Bay Village, Florida, 33141, prior to the RFP opening date and time listed. Proposals submitted by email or facsimile will NOT be accepted.

Proposal security in the form of cash, cashier's check, or bid bond made payable to North Bay Village in the amount of $36,500 will be required to be submitted with the Proposal package in a separate marked envelope.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract, if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Submitted by:_____

(Signature) (Date)

Name (printed)_____

Title:_____

Company: (Legal Registration)_____

VENDOR, IF FOREIGN CORPORATION, SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit http://www.dos.state.fl.us/doc/).

Address:_____

City:_____ State:_____

Zip Code: _____

Telephone No._____

FAX No._____

E-MAIL:_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

(The rest of this page is intentionally left blank)

SECTION 2 - INTRODUCTION/INFORMATION

2.1. Purpose

North Bay Village is requesting proposals from qualified vendors / contractors to install and maintain decorations including lit decorations for the Village's outdoor winter season holiday lighting. North Bay Village is seeking vendors / contractors who will contract to either sell or rent outdoor holiday decorations / lights to the Village. The vendor / contractor must agree to install, remove, store and maintain holiday decorations for the duration of the contract term. Proposals may contain two options for providing services: Option A – Rental and Storage of Decorations and / or Option B – Sale and Storage of Decorations.

2.2. Information or Clarification

Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

2.3. Eligibility:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Technical Specifications/Scope of Services section of this RFP, to at least one agency similar in size and complexity to North Bay Village.

SECTION 3 – GENERAL CONDITIONS

3.1. RFP Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in this RFP. Proposals

not submitted on the prescribed Proposal forms may be rejected. By submitting a Proposal, the Proposer agrees to be subjected to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer.

3.2. Taxes

The Proposer shall not be entitled to the Village'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 Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, via email or fax, and received by the Village no later than 3:00 PM, local time, on Thursday, July 17, 2014. Responses will be provided by Wednesday July 23, 2014 by 5:00 p.m. Written inquiries shall be sent with the subject line "**Holiday Decorations**, **RFP No. NBV 2014-002** to:

Yvonne P. Hamilton, Village Clerk
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village, Florida 33141
Fax: (305) 756-7722
Email: yvonne.hamilton@nbvillage.com

The Village will not respond to oral inquiries.

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Contract 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. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished

to the Proposers by the Village may be relied upon.

3.4. Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the Proposal, shall affect or modify any of the terms or obligations contained in the RFP. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Proposer.

3.5. No Contingent Fees

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 this Contract, 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 this Contract.

3.6. Independence

On the form provided in Section 10 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

3.7. No Collusion

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. 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 such Proposers are believed to be involved.

3.8. Assignment; Non-transferability of Proposal

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 a Contract, is subject to having its Proposal disqualified

as a result of such transaction. The Village 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 Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to the Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

3.9. Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.10. Familiarity with Laws and Ordinances

The submission of a Proposal on 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 or she shall report it to the Village Clerk in writing.

3.11. Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.12. Award of Contract

Award shall be made to the responsible Proposer whose proposal is determined in writing to be the most advantageous to the Village, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation.

3.13. Execute Contract

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Contract between the Village and the successful Proposer(s). Following ranking of the most qualified Proposers and selection by the Village Commission, the successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the Village a fully executed Contract and all requested certificates of insurance.

The final Contract shall be subject to the approval of the Village Manager in his or her sole discretion, and approved as to form and legality by the Village Attorney. The order of precedence will be the Contract, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Contract will be governed by the laws of Florida. Venue shall be proper exclusively in Miami-Dade County, Florida.

3.14. Facilities

The Village 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.

3.15. Withdrawal or Revision of Proposal Prior to and After Opening

A Proposer may withdraw its Proposal at any time before the proposals are opened. No Proposer may withdraw its Proposal within one hundred twenty (120) calendar days after the Proposal opening date.

3.16. Village's Exclusive Rights

The Village Manager reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; or
4. Reject any or all submittals if found to be in the best interest of the Village.

By submitting a Proposal for the Services, all Proposers acknowledge and agree that no enforceable Contract arises until the Village Commission approves a Contract with the selected Proposer.

3.17. Addenda

The Village reserves the right to issue addenda. Each Proposer shall acknowledge receipt of such

addenda on the form provided herein. In the event any Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged, and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that he/she has received all addenda issued before depositing the Proposal with the Village.

3.18. Review of the RFP Documents

By the submission of a Proposal to do the Services, the Proposer certifies that a careful review of the RFP documents has taken place and that the Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19. Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide.

3.20. Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21. Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be at his or her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Contract, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to his or her approval.

3.22. Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal on an Contract to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP.

3.23. Non-Collusion Affidavit

The Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in this RFP and as described in this RFP. Proposer's failure to include the affidavit may result in disqualification.

SECTION IV - SPECIAL CONDITIONS

4.1. General Conditions

RFP General Conditions are included and made a part of this RFP.

4.2. Variances

While the Village allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining

proposal responsiveness and in allocating proposal evaluation points.

4.3. RFP Documents

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

4.4. Proposers' Costs

The Village shall not be liable for any costs incurred by proposers in responding to this RFP.

4.5. Proposal Security

Each Proposal shall be accompanied by a Proposal Security in the amount of Thirty Six Thousand, Five Hundred Dollars ($36,500.00), pledging that the Proposer shall proceed with the continued development of its Proposal and, if the Proposer is selected, to enter into a Contract with the Village, and shall furnish a cash bond, letter of credit or performance bond in the amount of $36,500.00, in a form approved by the Village Attorney covering the faithful performance of the Contract. Should the Proposer refuse to continue with the development of its Proposal, refuse to enter into the Contract contained in this RFP, or fail to furnish such bond or check, the amount of the Proposal security shall be forfeited to the Village as liquidated damages, not as a penalty. Proposals not accompanied by the proper Proposal security shall be deemed non-responsive and will not be considered. The Proposal security shall be in the form of cash, cashier's check, or bid bond made payable to North Bay Village. The Village shall have the right to retain the Proposal security of Proposers from whom an award of the Contract is being considered until either (1) the Agreement has been executed and bonds have been furnished, or (2) the specified time has elapsed so that Proposals may be withdrawn, or (3) the Proposer's submitted Proposal has been determined to be non-responsive or disqualified by the Village Manager, or (4) all Proposals have been rejected.

Default of Proposer shall occur upon the failure of the Proposer to deliver within the time required by the RFP, including the executed Agreement, and any performance and payment bonds required by the RFP and the Agreement. Proposal securities will be returned to unsuccessful Proposers within fifteen (15) days following notice of the non-responsiveness or disqualification of the Proposal and the award of bid to the qualified Proposer or of the rejection of any or all Proposal(s). Proposal security for the awarded Proposer will be returned following the execution of the Contract.

4.6. Approved Equal Or Alternate Product Proposals

The Technical Specifications contained in this RFP are to be used as a reference only and are not

to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by North Bay Village.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the proposer's responsibility to provide adequate information in his proposal to enable the Village to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The Village will be the sole judge in determining if the product proposed qualifies as approved equal. The Village reserves the right to award to that proposal which will best serve the interest of the Village as determined by the Village. The Village further reserves the right to waive minor variations to specifications and in the bidding process.

4.7. Contract Period

The resulting contract will be effective for three (3) years, 2014, 2015 & 2016. North Bay Village has the option to renew the contract under the terms and conditions of the original contract for up to two (2) additional calendar one (1) year periods. (2017 & 2018). Either party may give written notification to the other party no later than April 1, 2016 if they do not wish to renew for the additional year periods (2017 or 2018). The contract and any renewals of the contract are subject to the availability of funds and annual appropriations by the Village Commission. The price of the contract should not exceed $37,000 for a one year period.

4.8. Invoices/Payment

Payments will be made based upon work completed. Payment shall be made by the 15th of the month following receipt of the Contractors invoice for the services.

4.9. Deletion Or Modification Of Services

The Village reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the Village, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If

work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the Village agree on modifications or revisions to the task elements, after the Village has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the Village for approval prior to proceeding with the work.

4.10. Additional Items

The Village may require additional items of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items, and shall provide the Village prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the Village, and the situation cannot be resolved to the satisfaction of the Village, the Village reserves the right to procure those items from other vendors or to cancel the contract upon giving the Contractor thirty (30) days written notice.

4.11. Independent Contractor

The Contractor is an independent contractor under this Contract. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the Village. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

4.12. Uncontrollable Circumstances ("Force Majeure")

The Village and Contractor will be excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

a. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

b. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

c. the non performing party uses its best efforts to remedy its inability to perform.
Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the Village may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this Section.

4.13. Insurance

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The policy(ies) must include Employer's Liability with minimum limits of $1,000,000.00 for each accident. The Village is to be added as an "additional insured" with relation to General Liability and Automobile Insurance. Any costs for adding the Village as "additional insured" will be at the contractor's expense.
a. Workers Compensation: Notwithstanding FS 440.055, any firm performing work on behalf of North Bay Village must provide Workers' Compensation Insurance for the benefit of its employees.

Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

b. Comprehensive General Liability with minimum limits of one million dollars ($1,000,000.00) each occurrence; two million dollars ($2,000,000.00) general aggregate limit. Such certificate shall list the Village as an additional insured.

NOTE: If Comprehensive General Liability limits are less than one million dollars ($1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than one million dollars ($1,000,000.00).

c. Automobile Liability with minimum limits of five hundred thousand dollars ($500,000.00) each occurrence. The Contractor shall provide to the Village original certificates of such

coverage prior to engaging in any activities under this contract. Certificates shall have no less than thirty (30) days' notice of cancellation. No work can be started until the certificate is submitted and approved by the Village Manager.

In the event that you are the successful proposer, you will be required to provide a certificate naming the Village as an "additional insured" for both General Liability and Automobile coverages.

Certificate holder should be stated as follows:
North Bay Village
1666 Kennedy Causeway, Suite 300
North Bay Village Florida 33141

4.15. <u>Bonds</u>

The successful bidder shall provide within five (5) days of the Effective Date of Contract, a cash bond, letter of credit or performance bond in an amount equal to Twenty Thousand Dollars ($36,500) in a form satisfactory to the Village Attorney.

The surety providing such Bonds must be licensed authorized and admitted to do business in the State of Florida and must be listed in the Federal Register (Dept. of Treasury, Circular 570).

The cost of the premiums for such Bonds shall be at no cost to the VILLAGE. If notice of any change affecting the work under the Contract, the Contract Prices or Term or any of the provisions of the RFP Documents is required by the provisions of any Bond to be given to a surety, the giving of any such notice shall be CONTRACTOR'S sole responsibility.

4.16. <u>Lobbying Activities</u>

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with North Bay Village Ordinances, Lobbying Activities. Copies of Ordinances may be obtained from the Village Clerk's Office. The ordinance may also be viewed on the Village's website or at www.municode.com.

4.17. <u>Contract Administrator</u>

The Village may designate a Contract Administrator whose principal duties shall be Liaison with

Contractor to coordinate and approve all work under the contract.

Resolve any disputes. Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

4.18. Contractor Performance Reviews And Ratings

The Village Contract Administrator may develop a Contractor performance evaluation report at the discretion of the Village Manager. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

- Excellent - far exceeds requirements.
- Good - Exceeds requirements
- Fair - Just meets requirements.
- Poor - does not meet all requirements and Contractor is subject to penalty provisions under the contact.
- Noncompliance – does not comply with requirements or continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

4.19. Bid Tabulations/Intent To Award

Notice of Intent to Award Contract/Bid, resulting from the Village's Formal solicitation process, requiring Village Commission action is available at Village Hall. Tabulations of receipt of those parties responding to a formal solicitation may be found at Village Hall or any interested party may call the Village Clerk at (305) 756-7171.

SECTION 5 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICE

5.1 Scope and Purpose

North Bay Village is requesting proposals from experienced and qualified vendors / contractors to establish a multi-year contract for providing the Village with annual winter season holiday decorations including lit decorations. The successful Contractor shall be responsible for providing these services in accordance with contract specifications, terms and conditions, and shall exercise exclusive control over persons employed to fulfill these contract requirements, in accordance with the RFP specifications.

North Bay Village is a Village Manager/Commission form of government. It serves an area of approximately 1.5 square miles with a population of approximately 7,500. North Bay Village is a three-island community (interconnected by Kennedy Causeway) in Biscayne Bay and situated in northeast Dade County, between the cities of Miami and Miami Beach. The Village's fiscal year begins October 1 and ends September 30th. North Bay Village provides the following services to its residents:

- Law Enforcement including Dispatch Services
- Construction and maintenance of streets, sidewalks, storm drainage, and public parks
- Village planning, zoning, subdivision and building code regulation and enforcement
- Contracted Post Office facilities
- Tot Lot Playground
- Community Park
- Water, Sewer Storm Water, and Sanitation service
- Transportation Fund

1. SCOPE OF SERVICES

The scope of work includes the furnishing of labor, materials, and equipment required to complete the installation, maintenance and removal of requested decorations and lights as specified below.

A. Location: North Bay Village, Florida

B. Design: The Village is open to entertaining decoration proposals that offer a cohesive nondenominational décor theme throughout the Village. Proposal shall include visual depictions of all decorations.

C. Attachment A – Map of the Village's existing outdoor electrical outlets depicting their location. The outlets will be 110 Volt, 15 amp circuits.

D. Installation Schedule: The Contractor shall perform the work in compliance with the following schedule for year 2014 - 2015:

1. Installation period: October 1 - November 17, 2014

2. Lighting Decoration Test date: November 19, 2014

3. Display period: November 28, 2014 – January 12, 2015

4. Equipment removal period: January 12, 2015 – January 30 2015

Lit decorations shall remain on from dusk till dawn, seven (7) days a week.

The installation schedule for subsequent years will be supplied to the Contractor no later than ninety (90) calendar days prior to the beginning of installation period.

E. Materials: The Contractor shall provide all equipment necessary for installation, maintenance and removal of the display.

F. Installation of Decorations / Lights: The Contractor shall follow the schedule of installation

G. Maintenance of Light Display: The Contractor shall maintain the decorations / lights in good working order during the display period. All lights shall be continuously illuminated and fully functional from dusk till dawn. The Contract shall remedy non-functioning lights and reinstall light strands that have become dislodged, fall or have shifted. Contractor shall be on-call for the duration of the display period for any repairs. Maintenance cost shall be included in your bid. No additional charge will be incurred for services required to keep the display working properly.

H. Removal of Decorations / Lights: The Contractor shall remove all decorations / lights during the equipment removal period. All trash and debris must be properly disposed of by the Contractor.

I. Storage of Decorations / Lights: The Contractor shall store all lit and unlit decorations and provide bulb maintenance during the contract period.

SECTION 6- EVALUATION PROCEDURES

6.1 Selection Committee

Proposals submitted will be evaluated by a Selection Committee.

The following criteria will be used to evaluable proposal responses and to make a recommendation to the Village Commission.

1. Mandatory elements

   a) The vendor / contractor is independent and licensed to practice in the State of Florida.

   b) The vendor / contractor has no conflict of interest with regard to any other work performed by the vendor / contractor for North Bay Village.

   d) The vendor / contractor has a record of quality work.

   e) The vendor / contractor adheres to the instructions in this RFP for preparation and submission of the proposal.

2. Pre-Requisite Qualifications

   Proposers submitting a Proposal in response to this RFP must, at a minimum, meet the following Pre-Requisite Qualifications. All requested documentation and/or information must be provided into the Proposal to confirm that the Firm has satisfied all of the Pre-Requisite Qualifications. **Vendor / Contractors that do not meet the following qualifications shall be deemed non-responsive.**

   Vendor / contractor shall be in good standing with the State of Florida Accounting Board.

   Vendor / contractor shall have at least one operating office located within the South Florida area (Miami-Dade, Broward and Palm Beach Counties).

3. Evaluation Criteria:

   a) Expertise and Experience (Maximum Points - 30)
      (i.e. the firm's past experience and performance on decorations of comparable size and complexity.)

   b) Creativity of Decorations as per guidelines provided (Maximum Points - 50)
      (i.e., Cohesive & unique design throughout the Village)

c) Responses of references (Maximum Points - 10)

d) Cost (Maximum Points - 20)

Evaluation of proposals will be conducted by an evaluation committee of qualified Village Staff, or other persons selected by the Village. It may be a two-step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. Information and references submitted will be considered in the award. The committee will then make a recommendation to the Village Manager for final recommendation to the Village Commission for award.

The Village may require additional information and Proposers agree to furnish such information.

The Village reserves the right to award the contract to that Proposer who will best serve the interest of the Village. The Village reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The Village also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

SECTION 7 - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

Proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted, they should be marked 1 of 2, etc.

Proposals will be received by mail or hand-delivered to the Village Clerk's Office, 1666 Kennedy Causeway, Suite 300, North Bay Village, FL, 33141 prior to July 28, 2014 no later than 3:00 pm. The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL COPY PLUS SIX (6) COPIES AND ONE (1) CD ROM OF THE PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.THE ABOVE REQUIREMENT TOTALS EIGHT(8) COPIES OF YOUR PROPOSAL.

SECTION 8 – TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Each issue should be referenced and be presented in the following order:

Tab 1: Proposal Signature Page

Tab 2: Statement of Qualifications

This section should contain a statement of understanding of the critical issues and opportunities associated with the project and how the Proposer is uniquely qualified to assist the Village in this effort. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure additional personnel, if necessary.

Tab 3: Preliminary Scope of Services Provide an outline detailing your approach and concept to the project, and provide a proposed Scope of Services to demonstrate an understanding of the project.

Tab 4: Ability to Meet the Project Schedule
Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

Tab 5: State number of years' experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences. If your company has not provided similar services in the past, explain fully why you consider your company qualified to perform this service for North Bay Village.

Tab 6: List the qualifications of staff to be assigned to this contract demonstrating the specialized knowledge, experience and skills they would bring to this assignment. List name, title or position and duties. A resume or summary of experience and qualifications should accompany your proposal.

Tab 7: Proposer to provide a minimum of three (3) references for which decoration services are currently being provided in this area. If additional space is required, include as an appendix to RFP response. If additional references are provided, please attach this information as an appendix to your RFP response. Description of services rendered: During the month(s)/year(s): Name of Governmental Agency (Village or county):
Principal Contact Person:
Telephone Number:
Fax Number:
Email Address:

If you have ever failed to complete work awarded to you, explain where and why.

(This space intentionally left blank)

Tab 8: List those North Bay Village agencies with which the proposer has had contracts or agreements during the past three (3) years.

Tab 9: Provide a summary of any litigation filed against Proposer, principals, or individuals employed by the Proposal in the past three (3) years which is related to the services the Proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved.

Tab 10: Provide documentation to support your financial ability to perform the contract services. You may include an audited financial statement, bank references and other business references (excluding North Bay Village). A minimum of three (3) is required.

Tab 11: Proposer please quote your company's rate for providing additional decorations.

Tab 12: Attach copies of all Insurance Certificates for our review.

Tab 13: Any additional information. The proposer understands that the information contained in these Proposal Pages is to be relied upon by the Village in awarding the proposed Contract, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the Village.

COMPLETE AND RETURN THE REQUIRED NUMBER OF **PROPOSAL PAGES AND ATTACHMENTS.**

SECTION 9 – CONE OF SILENCE

9.1 Cone of Silence

You are hereby advised that this Request for Proposal No. NBV 2014-001 is subject to the "Cone of Silence" in accordance with Section 38.18 of the North Bay Village Code of Ordinances. A proposer who violates these provisions shall not be considered for this Request for Proposal in addition to any other applicable penalties.

§ 38.18 - Cone of Silence.

(A) Contracts for the provision of goods and services.

(1) "Cone of Silence" is hereby defined to mean a prohibition on:

a. any communication regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

b. any communication regarding a particular RFP, RFQ, or bid between the Mayor or Village Commissioners and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff;

c. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the selection committee therefor;

d. any communication regarding a particular RFP, RFQ or bid between the Mayor, Village Commissioners and any member of the selection committee;

e. any communication regarding a particular RFP, RFQ or bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the Mayor or Village Commissioners; and

f. any communication regarding a particular RFP, RFQ or bid between any member of the Village's professional staff and any member of the selection committee.

The Village Manager and the Chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Commission.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

a. communications with the Village Attorney and his or her staff;

b. duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;

c. any emergency procurement of goods or services;

d. communication regarding a particular RFP, RFQ or bid between any person and the contracting officer responsible for administering the procurement process for the RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

(2) Procedure.

a. A Cone of Silence shall be imposed upon each RFP, RFQ and bid after the advertisement of the RFP, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his or her designee shall provide for public notice of the Cone of Silence. The Village Manager shall issue a written notice to the affected departments, file a copy of the notice with the Village Clerk, with a copy to the Mayor and each Village Commissioner, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular RFP, RFQ or bid shall not preclude staff from obtaining industry comment or performing market research, provided all communications related thereto between a potential vendor, service provider, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff, are in writing or are made at a duly noticed public meeting.

b. The Cone of Silence shall terminate at the time the Village Manager makes his or her written recommendation to the Village Commission; provided, however, that if the Village Commission refers the Village Manager's recommendation back to the Village Manager or staff for further review, the Cone of Silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

(3) Exceptions. The provisions of this ordinance shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Village Commission during any duly noticed public meeting or communications in writing at any time with any Village employee, official or member of the Village Commission unless specifically prohibited by the applicable RFP, RFQ or bid documents.

The bidder or proposer shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request.

(B) Penalties. In addition to the penalties provided in this chapter and Miami-Dade County Code Section 2-11.1 (s) and (v), violation of this section by a particular bidder or proposer shall render any RFP award, RFQ award or bid award to the bidder or proposer voidable. Any person who violates a provision of this ordinance shall be prohibited from serving on a Village competitive selection committee. In addition to any other penalty provided by law, violation of any provision of this ordinance by a Village employee shall subject the employee to disciplinary action up to and including dismissal. Additionally, any person who has personal knowledge of a violation of this ordinance shall report the violation to the State Attorney and, or, may file a complaint with the Ethics Commission.

SECTION 10 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

(This space intentionally left blank)

FORM 1
PROPOSAL PRICING SHEET

Provide a proposal containing a total price to perform the winter seasonal decorations as described in this request for proposals. The total all-inclusive maximum price bid is to contain all direct and indirect costs including all out-of-pocket expenses. The selected vendor agrees not to exceed this amount.

Option A: Rental & Storage	**2014**	**2015**	**2016**
TOTAL FEE	$	$	$

Option B:Sale & Storage	**2014**	**2015**	**2016**
TOTAL FEE	$	$	$

Taxpayer Identification Number:

_____

BIDDER:

_____

(Company Name)

_____

(Signature of Authorized Representative)

_____

(Printed Name and Title)

FORM 2

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

   _____

   Principal Business Address:

   _____
   _____
   _____

2. Principal Contact Person(s):

   _____
   _____
   _____

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

   _____
   _____

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Proposer. Provide proof of the ability of the individuals so named to legally bind the Proposer.

   Name Address Title

   _____
   _____
   _____

   If a corporation, in what state incorporated: _____
   Date Incorporated: _____
   Month Day Year
   If a Joint Venture or Partnership, date of agreement: _____

5. List all firms participating in this project (including subcontractors, etc.):

   Name Address Title
   1.
   _____
   2.
   _____

6. Outline specific areas of responsibility for each firm listed in Question 5.

   1. _____

   2. _____

7. Licenses:

   a. County or Municipal Occupational License No. _____
      (Attach Copy)

   b. Occupational License Classification: _____

   c. Occupational License Expiration Date: _____

   d. Social Security or Federal I.D. No: _____

FORM 3
PERSONNEL

For each person providing services sought in the RFP, provide a detailed resume indicating that individual's areas of expertise and experience. Resumes must be provided in the following format, however, additional information may be provided at the option of the Proposer.

A. Name & Title

B. Years of Experience with this company:
With Other Similar companies:

C. Education:

Degree(s)

Year/Specialization

D. Professional References: (List a minimum of 3)

E. Other Relevant Experience and Qualifications

F. Attach applicable licenses for each individual performing services pursuant to this Contract.

FORM 4
REFERENCES

The Proposer shall provide a minimum of three (3) references of public and or private agencies presently being served by the Proposer with similar services to those being proposed in this Proposal.

1. Name of Agency:_____
   Address:_____
   _____
   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____
2. Name of Agency:_____
   Address:_____
   _____
   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____
3. Name of Agency:_____
   Address:_____
   _____
   Phone Number:_____
   Principal Contact Person(s):_____
   _____
   Year Contract Initiated: _____

FORM 5
DRUG-FREE WORKPLACE

The undersigned vendor / contractor (company) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services that are under consideration a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires:

FORM 6
ACKNOWLEDGMENT OF ADDENDA

The Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

FORM 7
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

   (b) Additionally, the Proposer agrees and understands that Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Contract.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

3. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

[Acknowledgment on following page.]

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires:

FORM 8
CERTIFICATION TO ACCURACY OF PROPOSAL

PROPOSER, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the PROPOSER to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the PROPOSER that has submitted the attached Proposal;

2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;

3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;

4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

_____
Signature (Blue ink only)

_____
Print Name

_____
Title

_____
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 201__.

_____
NOTARY PUBLIC

My Commission Expires:

FORM 9
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to the NORTH BAY VILLAGE 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 misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

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 any 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.

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

_____ Neither the entity submitting this sworn statement, nor any 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 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.

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

_____
Signature (Blue ink only)

STATE OF FLORIDA)

)

COUNTY OF MIAMI-DADE)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

_____
Notary Public, State of Florida

NOTARY PUBLIC:
SEAL OF OFFICE:

_____
(Name of Notary Public: print, stamp or type as commissioned.

____ Personally known to me, or

____ Personal identification:
_____
(Type of Identification Produced)

____ Did take an oath, or

____ Did Not take an oath