



## REQUEST FOR PROPOSALS

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### PARADE FLOAT SERVICES

### RFP No. 59-21-22

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#### ADVERTISEMENT DATE

WEDNESDAY, JULY 20, 2022

#### ADDITIONAL INFORMATION & CLARIFICATION DEADLINE

THURSDAY, JULY 28, 2022 AT 3:30PM (LOCAL TIME)

#### PROPOSAL SUBMITTAL DEADLINE

THURSDAY, AUGUST 11, 2022 T 3:30PM (LOCAL TIME)

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AT

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

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

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling toll free (206) 940-0305 or may be downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

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



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced vendors to provide Parade Float Services for the City annual Winternational Parade held on Thanksgiving Day.

Please submit one (1) original Proposal, six (6) complete bound copies of the original Proposal and one (1) USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. **All Proposals received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall.** Proposals received after said date and time **will not** be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

**Due to the COVID-19 Coronavirus health alert, the bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live-stream can be viewed on the City's website at: <https://livestream.com/cityofnorthmiami>**

**IMPORTANT: SOLICITATION ENCLOSED**

**PARADE FLOAT SERVICES  
RFP No. 59-21-22**

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

Event	Date	Time
Advertisement Date:	Wednesday, July 20, 2022	
Deadline for Questions/Clarifications:	Thursday, July 28, 2022	3:30 pm
Deadline for Proposal:	Thursday, August 11, 2022	3:30 pm
Evaluation Committee:	TBD	TBD
City Council Contract Approval Date:	TBD	TBD

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

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling toll free 1-866-273-1863 or may be downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**ACCEPTANCE AND REJECTIONS**

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

**CONE OF SILENCE ORDINANCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City's Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix "B"** for further information).

We look forward to your active participation in this Solicitation.

Sincerely,

*Alberto Destrade*

Alberto Destrade, CPPO  
Purchasing Director

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

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

### PROPOSAL FORMS

- A-1** Sworn Statement Under Section 287.133(3) (a), Florida Status, on Public Entity Crimes
- A-2** Non-Collusive Certificate
- A-3** Local Preference Affidavit (*if applicable*)
- A-4** Questionnaire Instruction
- A-5** Acknowledgement of Addenda (*if applicable*)
- A-6** Bidder’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-14** References

## SECTION 1.0 INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

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

### 1.2 CITY OVERVIEW

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

to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

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

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

### 1.3 SOLICITATION

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

### 1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

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

### 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

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

### 1.6 LOBBYING

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

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

### **1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS**

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

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

### **1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES**

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

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demandstar at [www.demandstar.com](http://www.demandstar.com) or calling toll free (206) 940-0305 and requesting the corresponding documents number.

### **1.9 ORAL REPRESENTATION**

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

### **1.10 ADDENDA**

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and on Demandstar at [www.demandstar.com](http://www.demandstar.com) or calling toll free (206) 940-0305 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site ([www.northmiamifl.gov](http://www.northmiamifl.gov)) and Demandstar at [www.demandstar.com](http://www.demandstar.com) or calling toll free (206) 940-0305 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.**

### **1.11 CANCELLATION OF THE SOLICITATION**

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

### **1.12 PROTEST**

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

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

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

### **1.13 CONTRACT**

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

### **1.14 COSTS OF PROPOSAL**

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

### **1.15 TAX EXEMPT STATUS**

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

### **1.16 RESPONSE SUBMISSION AND OPENING**

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

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

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

### **1.17 ASSIGNMENT OF RESPONSE**

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

### **1.18 WITHDRAWAL OF RESPONSE**

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

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

### **1.19 PUBLIC RECORDS AND EXEMPTIONS**

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke

the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the response opening, whichever is earlier.

### **1.20 REJECTION OF RESPONSES**

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

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

### **1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS**

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

### **1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS**

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

### **1.23 CITY COUNCIL REVIEW**

Upon approval by the City Manager, the Purchasing Department will submit the results of the Committee's evaluation and their final rankings to the City Council for their review of the Committee's recommendation as necessary. The City Council may accept or reject in whole or part the Committee's recommendation.

### **1.24 THE CITY OPTIONS**

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

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

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

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

### **1.25 CONTRACT AWARD**

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

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

### **1.26 PROPOSAL SUBMITTAL/ADDENDUMS**

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

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

### **1.27 NON-RESPONSIVE PROPOSALS**

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

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint

venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

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

### **1.28 CONE OF SILENCE**

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

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

### **1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS**

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement may render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City (**See "Form A-6"**).

### **1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION**

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

### **1.31 EXCEPTION TO THE RFP**

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

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

### **1.32 PUBLIC RECORDS**

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

### **1.33 LOCAL VENDOR PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

### **1.34 RULES, REGULATED AND LICENSING REQUIREMENTS**

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

### **1.35 MODIFICATIONS OF PROPOSAL**

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

### **1.36 TRUTH IN NEGOTIATION STATEMENT**

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



### **1.37 REVIEW OF SOLICITATIONS**

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

### **1.38 LATE SUBMISSIONS**

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

### **1.39 SOLICITATION OPENING**

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. **Proposal will be read in the City of North Miami Council Chambers, located on the 2<sup>nd</sup> floor of City Hall 776 NE 125<sup>th</sup> Street North Miami, FL 33161.** A list of Respondents shall be placed on the City's website.

### **1.40 ATTORNEYS' FEES**

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

### **1.41 CONFLICTS OF INTEREST**

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

### **1.42 CONTRACTOR OBLIGATIONS**

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

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

**END OF SECTION**

## SECTION 2.0 SPECIAL CONDITIONS

### 2.1 PURPOSE

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

### 2.2 TERM OF CONTRACT

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

### 2.3 OPTION TO RENEW

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

### 2.4 METHOD OF AWARD

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

### 2.5 MINIMUM QUALIFICATION AND EXPERIENCE

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

- 2.5.1 The Respondent shall be licensed to do business in the State of Florida. **Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.**
- 2.5.2 **References:** The Respondent must submit at least two (2) references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for services rendered within the last ten (10) years.** Only one reference may be submitted for services rendered for the City of North Miami.
- 2.5.3 Personnel may not be employed under this contract if they have ever been convicted of any felony sexual violation and/or lewd behavior charges, any felony convictions, or have had any military conduct resulting in dishonorable or bad conduct discharge and/or dismissal, including as a

result of military court martial. **The Respondent must submit a notarized statement ensuring compliance with this requirement.**

## **2.6 INSURANCE AND INDEMNIFICATION**

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

### **2.6.1 COMMERCIAL GENERAL LIABILITY**

The minimum amount of coverage shall be \$1,000,000.00 per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations. Additionally, coverage shall be written preferably on an occurrence form.

### **2.6.2 COMMERCIAL AUTOMOBILE LIABILITY / BUSINESS AUTO**

The minimum amount of coverage shall be \$1,000,000.00, covering any auto including non-owned, hired or leased vehicles.

### **2.6.3 WORKER'S COMPENSATION**

Worker's compensation insurance shall meet minimum statutory requirements in compliance with Florida Statutes 440, Worker's Compensation Law. Employer's liability insurance must be maintained in an amount not less than \$1,000,000.00. **If vendor has less than (4) four employees, a certificate of exemption from the State can be provided.**

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

All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. The City's Risk Management Dept must approve required insurance coverage prior to engaging any Contractor.

The Contractor must submit, prior to engagement, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout event date(s).

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

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of North Miami, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required for this event or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of North Miami or its officers, employees, agents and instrumentalities as herein provided.

**The Contractor must submit, no later than seven (7) days prior to event, a Certificate of Insurance naming the City of North Miami as additional insured.**

**2.7 FAILURE TO PERFORM**

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

**2.8 FEDERAL AND STATE REGULATIONS**

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

**2.9 ACCIDENT PREVENTION**

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

**2.10 ACCEPTANCE OF SERVICES BY THE CITY**

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

**2.11 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS**

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

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

**2.12 CHANGE OF PROPOSAL**

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

## **2.13 SOLICITATION CLARIFICATION AND INQUIRIES**

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

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

All responses to questions and/or clarifications submitted in a timely manner will be provided in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER THE STIPULATED DEADLINE.** Any addendum issued by the City will be made available on the Purchasing Department's webpage at [www.northmiamifl.gov/departments/purchasing](http://www.northmiamifl.gov/departments/purchasing) and on Demand Star at [www.demandstar.com](http://www.demandstar.com) or can also be obtained by calling toll free (206) 940-0305 and requesting the corresponding documents number.

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

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

## **2.14 COUNCIL MEETING**

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

**END OF SECTION**

## **SECTION 3.0**

### **SCOPE OF SERVICES**

#### **3.1 SCOPE OF SERVICES**

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

- Children's Theme Float
- Winter wonderland Theme Float
- Holiday Float – Santa friendly float
- Miscellaneous Float (2) – to be selected and modified every year to match Grand Marshal or main theme.

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

#### **3.2 FLOATS AND TOW UNITS**

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

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

#### **3.3 DELIVERY LOCATION**

Proposal shall deliver all Parade Floats to NE 125<sup>th</sup> Street (between NE 5<sup>th</sup> Avenue and NE 2<sup>nd</sup> Avenue), North Miami, FL by 6:00 AM on Thanksgiving Day or to the Parks Operations Center 12181 NE 13 Avenue, North Miami, FL by 5:00 PM the previous business day.

#### **3.4 SOUND**

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

#### **3.5 DRIVERS**

Drivers are preferred, but are not mandatory, to be provided for each float and to remain with the float the entire time of the event. Floats are required to be in the staging area by 7 AM due to street closures. The Parade will begin at 10 AM until noon.

#### **3.6 COMMUNICATION**

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

**3.7 SIGNAGE**

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

**END OF SECTION**

## **SECTION 4.0 EVALUATION / SELECTION PROCESS**

### **4.1 REVIEW OF PROPOSALS**

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

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

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

### **4.2 MINIMUM REQUIREMENTS**

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

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

### **4.3 EVALUATION PROCESS**

#### **4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW**

An Evaluation Committee shall be assembled in accordance with the guidelines found in the City’s Procurement Code. The Committee shall be convened for the purpose of reviewing and evaluating the Proposals submitted in response to this Solicitation pursuant to the criteria outlined under Section 4.3.2 and Section 5. The Committee may choose to recommend the highest ranked Respondent for award by the City Manager, based solely on their review and evaluation of Proposals, or the Committee may instead choose to interview one or more Respondents before making their final determination.



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

**4.3.2 EVALUATION OF PROPOSALS**

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

**EVALUATION CRITERIA**

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

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

**4.3.3 COMMITTEE INTERVIEWS**

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

#### **4.3.4 NEGOTIATIONS PROCESS**

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

#### **4.4 ADDITIONAL INFORMATION/CLARIFICATIONS**

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

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

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

#### **4.5 LOCAL BUSINESS PREFERENCE**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which

the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location. The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

## **END OF SECTION**

## **SECTION 5.0 PROPOSAL FORMAT**

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

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

### **PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.**

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

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

Each Proposal must be submitted as follows:

- One (1) original (must be clearly identified as "**ORIGINAL**")
- Six (6) copies
- One (1) USB flash drive clearly labeled with Company Name

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

#### **5.1 PROPOSAL FORMAT**

The proposal should be in the following format:

#### **LABEL EACH SECTION AS NUMBERED**

##### **Part I - Proposal Contact Information Form**

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

##### **Part II - Table of Contents**

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

##### **Part III - Letter of Introduction**

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

#### **Part IV - Business Structure**

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

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

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

#### **Part V - Experience & Qualifications of Firm – 40 Points**

- Indicate the firm's experience in providing parade float services including copies of all licenses, certifications, and any other pertinent information to satisfy the minimum qualification requirements described in this Solicitation.
- Describe any other experiences related to the work or Services described in the Scope of Services, and any other information which may be specific to the requirements.
- Notarized statement ensuring compliance with Section 2.5.3

#### **Part VI - Methodology & Approach – 20 Points**

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

#### **Part VII - Price Proposal – 20 Points**

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

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

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

#### **Part IX – References – 10 Points**

The Respondent must submit references for clients which the Respondent has provided services similar to those requested by this Solicitation. If available, the Respondent should include references for similar services provided to public agencies. **References can only be listed for work performed within the last ten (10) years.** Only one reference may be submitted for services rendered to the City. (**See Form A-14**)

## **Part X – Local Preference**

The evaluation of competitive bids is subject to Section 7-151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are used to evaluate the submittals received from offerors are assigned point totals, a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price, shall be given to a local business.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

1. Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;
2. Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;
3. Business must certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes sub-contractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract **Form A-6** with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.

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

## **5.2 CONTRACT FORMS**

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

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

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

In regards to “Form A-5 Acknowledgement of addenda”, it is the sole responsibility of the Respondent to check the City’s website for all applicable addenda issued at: [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

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

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

**END OF SECTION**



**SECTION 6.0  
PROPOSAL FORMS**





**COVER PAGE & CONTACT INFORMATION**

**PARADE FLOATS SERVICES  
RFP 59-21-22**

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

Legal Name of Proposer(s): \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee  
Identification (FEIN) Number: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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



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

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Title of Officer: \_\_\_\_\_



**MINIMUM REQUIREMENTS**

**PARADE FLOAT SERVICES  
RFP 59-21-22**

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



**PROPOSAL SUBMITTAL CHECKLIST**

**PARADE FLOAT SERVICES  
RFP 59-21-22**

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

Company Name: \_\_\_\_\_

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page and Contact Information Form	
	Minimum Requirements Checklist	
	Proposal Submittal Checklist	
	Appendix A: Price Proposal Form	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit <i>(if applicable)</i>	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda <i>(if applicable)</i>	
	A-6 Disclosure of Subcontractors & Suppliers <i>(if applicable)</i>	
	A-14 References	



**APPENDIX "A"**  
**PRICE PROPOSAL FORM**



**PRICE PROPOSAL FORM**  
**PARADE FLOAT SERVICES**  
**RFP 59-21-22**

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

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

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

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

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

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Company Name

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Authorized Company Representative (Print Name)

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Date

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Signature

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Title



**APPENDIX "B"**  
**CONE OF SILENCE**



# CONE OF SILENCE NOTIFICATION

## PARADE FLOAT SERVICES RFP No. 59-21-22

### DIVISION 8. CONE OF SILENCE

#### Sec. 7-192. Cone of Silence.

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

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

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to, the City manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the City's professional staff including, but not limited to, the City manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, City council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

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

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

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

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

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

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

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

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

### **Sec. 7-193. Procedure.**

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

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

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