

CITY OF DORAL



Request for Proposals

RFP No. 2023-06

City of Doral Holiday Lighting & Decor



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City of Doral Holiday Lighting & Decor
RFP No. 2023-06

NOTICE: Pursuant to the Procurement Ordinance, the City of Doral (the “City”) hereby gives notice of its intent to seek proposals from experienced firms in response to this Request for Proposal for “RFP No. 2023-06 - City of Doral Holiday Lighting & Decor” (the “RFP”) to provide the services described herein. Proposals must be electronically received by 10:00 A.M. on Friday, July 7, 2023.

A non-mandatory A virtual pre-proposal conference will be held on Thursday, June 22, 2023 beginning at 10:00 a.m. Attendance is encouraged.

All submittals shall be publicly opened and recorded on **10:00 am, Friday, July 7, 2023**. Late submittals shall not be accepted or considered. Proposals must be submitted electronically through DemandStar <https://network.demandstar.com/> or Vendor Registry <https://vendorregistry.com/> by the date and time stated above. Any proposals received after the due date and time specified, will not be considered.

The City of Doral reserves the right to accept any proposal deemed to be in the best interest of the City or to waive any informality in any submittal. The city may reject any or all proposals and re-advertise.

PROJECT OVERVIEW

The City of Doral is soliciting proposals from qualified and experienced firms for the installation of holiday lighting & decor, including but not limited to, all labor, materials and equipment throughout the City.

The City desires to highlight the holiday seasons and public spaces within the City to create a festive and attractive atmosphere for residents, visitors and businesses. The awarded contractor must be able to install, remove and provide the services as specified in the scope of services.

All questions and/or comments regarding this request for proposal should be directed to Procurement at the following email at procurement@cityofdoral.com.

All inquiries must reference “RFP No. 2023-06 – “City of Doral Holiday Lighting & Decor” in the subject line. No phone calls will be accepted in reference to this RFP.

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement, via Vendor Registry <https://vendorregistry.com/> and via Onvia DemandStar, <https://network.demandstar.com/> central notification systems which provide bid notification services to interested parties. To obtain the solicitation, interested parties must follow the link and register to be able to download the document.

The City's schedule for this Request for Proposals is as follows:

RFP Advertisement Date: June 13, 2023

Non-Mandatory Pre-Proposal Meeting June 22, 2023, 10:00 – 10:45 AM

Please join my meeting from your computer, tablet or smartphone:
<https://meet.goto.com/835117205>

You can also dial in using your phone.
Access Code: 835-117-205
United States: +1 (646) 749-3122

Cut-off Date for Written Questions: June 28, 2023 at 5:00 PM
procurement@cityofdoral.com

Deadline for Submittals & Opening: Friday, July 7, 2023, at 10:00 AM
Electronically via DemandStar or Vendor Registry

Connie Diaz, MMC City Clerk

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SECTION 1

GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

(i) **We/Us/Our/City**

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) **You/Your**

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Awarded Contractor will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Awarded Contractor/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) **Proposals/ Submittals**

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner,

will be publicly noticed, and distributed simultaneously to all known prospective Proposers.

(i) **Written Addenda**

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage, if necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well

as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All proposals submitted shall be binding for ninety (90) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the

corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Awarded Contractors shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of

more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City

Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer

should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications 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 Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer shall include, but not be limited to, the following terms and conditions:

- A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as “Indemnitees”) against all loss, costs, penalties, fines, damages, claims, expenses, including attorney’s fees, or liabilities (“collectively referred to as “liabilities”) by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer’s submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

1.25 HIRING PREFERENCE FOR PROCURED PROJECTS

Awarded Proposer will be required to comply with Ordinance No. 2018-24 – Procedure to Provide Preference for Doral Businesses and Residents in Public Works and Improvements Contracts.

1.26 LIMITATION ON USE OF OFFICIAL SEAL

Ordinance No. 2019-09, § 2, 5-8-2019 - It shall be unlawful and a violation of this section for any person, firm, corporation or other legal entity to print for the purpose of sale or distribution or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the city or the stationery or a real or fictitious agency, department or instrumentality of the city without the expressed written authority of the city council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

1.27 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS.

Ordinance No. 2008-04, Sec. 2-338 - Formal

1.27.1 Right to protest on formal solicitations. The following procedures shall be used for resolution of protested formal solicitations and awards:

- A. Protest of solicitations. Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the City Clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- B. Protest of award. Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.

1.27.2 Authority to resolve protests. The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city council. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city council for approval or disapproval thereof.

1.27.3 Stay of procurements during protests. Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (b) of this section, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.

1.27.4 Filing fee. Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.

1.27.5 Entitlement to costs. In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs other than attorney's fees.

1.27.6 Compliance with filing requirements. Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

1.28 BUSINESS ENTITY CODE OF BUSINESS ETHICS AND CONDUCT

Ordinance No. 2021-34, Secs. 2-384 - Business Entity Code of Business Ethics and Conduct

The City will not contract or transact business with a person, corporation, partnership, firm or other business entity in the event of a conflict of interest -under state or local law if: (1) neither an exemption nor opportunity to waive the conflict of interest exists; or (2) an opportunity to waive the conflict exists, but the City does not waive it. If a conflict of interest is waivable, the City Council shall have the sole Authority for waiving it.

Business Entities

Vendors shall be familiar and comply with all applicable conflict of interest legal requirements including Florida's Code of Ethics for Public Officers, Chapter 112, Part III, Florida Statutes, Sec. 2-11.1. - Conflict of Interest Ordinance, Code of Miami Dade County.

Applicability and Reporting Requirements.

All persons, corporations, partnerships, firms or other business entities transacting business with the City shall be familiar and comply with local and state conflict of interest laws, nepotism, ordinances, policies or directives (hereinafter "conflict of interest law").

Compulsory disclosure by firms doing business with the city or in the city.

In order to ensure that the city and all business entities conduct business with the city do so according to the highest standards of ethics, the city has established reasonable procedures designed to prevent and detect conflicts of interest. The city is committed to avoiding conflicts of interest and maintaining interactions with business entities seeking city council approval in a fully transparent manner. Accordingly, requiring the full disclosure of principals, companies and subcontractors minimizes the potential for conflicts of interest. Any business entity which has business commitments to or from the City through solicitations, contracts, and orders for services or is working on a project in the City that may go before the City Council for approval shall comply with the disclosure requirements of this section.

- a) The Contracting officer shall report annually by October 31, for services performed under this contract during the preceding fiscal year (October 1-September 30).
 3. Subcontract number (including subcontractor name and unique entity identifier); and
 3. The number of subcontractors direct-labor hours expended on the services performed during the previous city fiscal year.
 3. The total dollar amount invoiced for services performed during the previous city fiscal year under the contract.
- b) The Contracting office shall also require that all vendors and subcontractors complete and return the conflict-of-interest disclosure form.
- c) For projects placed on the City Council agenda for approval, the Contracting officer shall file a report with the City Clerk no later than seven days before the item is scheduled to be heard by the city council. The report shall contain shall report the following information:
 1. The names of all subcontractors providing services.

2. The value of each subcontract.
3. The number of subcontractors direct-labor hours expended/or anticipated on the services.
4. A list of names of subcontractors proposed to perform principal portions of the work.

Whenever any person is in doubt as to the applicability of conflict-of-interest law to himself or herself or his or her company, that person may submit to the Office of the City Attorney a full written statement of the facts and questions he or she has. The Office of the City Attorney shall render an opinion to that person.

1.29 DEBARMENT AND SUSPENSIONS

As stewards of taxpayer's resources and to protect the City's interests, the City is required to award contracts to responsible vendors that are determined to be reliable, dependable, and capable of performing the required work. One way to achieve this vital goal is through suspensions and debarments, which are actions taken to exclude organizations or individuals from receiving contracts based on various types of misconduct. Below is an overview of the ordinance that establishes procedures consistent with the city's procurement's policies for suspending or debarring entities that violate the city's procurement rules.

Ordinance No. 2-340 – Debarment and Suspensions

- a. ***Authority and requirement to debar and suspend.*** After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity for such party to be heard, the city manager, after consultation with the chief procurement officer and the city attorney, shall have the authority to suspend or debar a contractual party, for the causes listed below, from consideration for award of city contracts. The suspension shall be for a period of not fewer than two (2) years. The city manager shall also have the authority to suspend a contractual party from consideration for award of city contracts if there is probable cause for debarment, pending the debarment determination. The city manager may consider past acts of the contractual party that occurred prior to the effective date of this ordinance. The authority to debar and suspend contractors shall be exercised in accordance with regulations which shall be issued by the chief procurement officer after approval by the city manager, the city attorney, and the city council.
- b. ***Suspension.*** Causes for suspension include the following:
 - (1) Violation of contract provisions, which is regarded by the chief procurement officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
 - (2) Debarment or suspension of the contractual party by any federal, state or other governmental entity.
 - (3) False certifications including but not limited to certifications under paragraphs (d) and (e) below.
 - (4) Found in violation of a city ordinance or regulation and for which the violation remains noncompliant.
 - (5) Found in violation of a city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.

- (6) A contractual party who has defaulted under the terms of a contract with the city or any of its boards, agencies, trusts, authorities, or committees and has failed to cure such default.
 - (7) Vendor and the city are engaged in an adversarial proceeding (court proceeding, arbitration or administrative proceeding) arising from or relating to the vendor's performance of a contract with the city.
 - (8) Any other cause judged by the city manager to be so serious and compelling as to affect the responsibility or integrity of the contractual party performing city contracts.
- c. **Debarment.** Causes for permanent debarment include the following:
- (1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
 - (2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - (3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
- (4) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal, or contract with the city twice in any three-year period.
- d. **Certification.** All contracts for goods and services, sales, and leases by the city shall contain a certification that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(2).
- e. **Non-Collusion Affidavit.** All bids for goods and services shall contain a certification that neither the undersigned bidder or agent nor any of its principal owners or personnel entered into any combination, collusion or agreement with any person submitting a bid.
- f. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the city manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the contractual party, along with a notice of said party's right to appeal the decision.

Ordinance No. 2-341. – Appeal of Decision

The suspension or debarment shall be final and conclusive, unless the suspended or debarred party appeals the decision of the city manager to the city council, in the manner provided for appeals of administrative decisions of this Code of Ordinances. An appeal must be filed within twenty-one (21) days of the rendition of the order.

END OF SECTION

SECTION 2 SPECIAL CONDITIONS

2.1 PURPOSE AND INTENT

The City of Doral is soliciting proposals from qualified and experienced firms for for the City of Doral holiday lighting displays and decor for the Parks & Recreation Department and Public Works Department.

It is the City's intent to select one (1) Contractor to perform contracted services for the Parks & Recreation Department and the Public Works Department under the scope of this solicitation. The City reserves the right to remove any portion of this project should it deem it to be in the best interest of the City.

2.2 CITY OF DORAL BACKGROUND AND DEMOGRAPHICS

The City of Doral, incorporated on January 28, 2003, in one of thirty-four municipalities in Miami-Dade County, Florida. Doral is home to approximately 85,000 residents. It encompasses an area of approximately 15 square miles bordered on the west by the Ronald Reagan Turnpike, to the north by the Town of Medley, to the east by the Palmetto Expressway and to the South by the City of Sweetwater.

Conveniently located just one mile from Miami International Airport and twelve miles from Downtown Miami. Its central location and easy access have made Doral one of South Florida's best-known regional shopping areas, offering a wide variety of recreational, cultural, and dining experiences. Named the fastest growing City in Florida and 11th in the country by the Florida International University's Metropolitan Center.

2.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE - VIRTUAL

A non-mandatory pre-proposal meeting will be held via GoTo Meeting on June 22 , 2023 at 10:00 A.M. At that time, general requirements of the project will be discussed along with questions regarding preparation and submission of proposals and general contractual requirements and any additional questions raised by proposers. Proposers will be invited to ask questions. Questions, if any, will be answered and when appropriate, issued as an addendum. It should be emphasized, however, that nothing stated or discussed during the course of the pre-proposal meeting shall be considered to modify, alter or change the requirements of the Proposal Documents, unless it shall be subsequently incorporated into an addendum to the RFP.

June 22, 2023, at 10:00 A.M.

Please join meeting from your computer, tablet or smartphone.

<https://meet.goto.com/835117205>

You can also dial in using your phone.

Access Code: 835-117-205

United States: +1 (646) 749-3122

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.4 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

- 2.4.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a three-year (3) period immediately preceding this Request for Qualifications. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The term “equipment and organization” as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.
- 2.4.2 Proposer shall be fully licensed to perform the work described herein and shall comply with all applicable State Statutes and local codes and ordinances.
- 2.4.3 Proposer must have performed work in the State of Florida on at least three (3) holiday lighting Projects. Supporting references must include company name or governmental agency, contact person telephone number and email address. It is the responsibility of the Proposer to ascertain that the contact person will be responsive. The proposer must show proof of having met these minimum requirements on the “Proposer Qualification Statement” in Section 7.0, FORM 7.4 PROPOSER QUALIFICATIONS STATEMENT. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.5 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract (“Agreement”) within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resulting from this solicitation shall prevail for a three (3) year period from the contract’s initial effective date. Prior to, or upon completion, of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a maximum total of five (5) years. The Awarded Proposer(s) shall maintain, for the entirety of the stated additional periods(s), the same terms and conditions included within the originally awarded contract. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not a right of the Awarded Proposer(s).

2.6 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.7 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the awarded Contractor, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall confirm to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The Contractor's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

2.8 PRICING

If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.8 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.9 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non- responsive.

2.10 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete and all work, materials, and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

SECTION 3 – SCOPE OF SERVICES

3.1 Purpose

The City of Doral desires to highlight the holiday seasons and public spaces within the City to create a festive and attractive atmosphere for residents, visitors and businesses and is seeking a qualified proposer for holiday lighting and décor, to including but not limited to, all labor, materials and equipment. The proposer must be able to install, remove and provide the following services as specified in the scope of services.

The allocated expenditure for the total display, to include materials, personnel and applicable permits shall not exceed the total cost of budgeted funds per fiscal year, as no other charges will be paid.

Proposers shall become familiar with any and all local conditions that may, in any manner, affect the services required. The proposer shall carefully examine the Request for Proposal terms and conditions, becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

3.2 SCOPE OF WORK

- 3.2.1 The awarded proposer shall provide a detailed proposal for the City's Holiday Lighting Displays by August 31 or before each year. Services shall be quoted each year according to the approved budget.
- 3.2.2 Proposal must not propose a Christmas tree for outside of the Government Center as the City already possesses this item.
- 3.2.3 The intent is to light up as many trees in the Government Center/ Downtown Doral Park / Cultural Arts Center area as well as the locations highlighted by the Public Works Department, in a balanced and aesthetically pleasing and cost-effective manner. The city also intends to decorate inside the Government Center.
- 3.2.4 The City of Doral Parks and Recreation Department and Public Works Department must review and approve the proposals.

3.3 DISPLAY PERIOD

- 3.3.1 The awarded proposer must work with the City's Park & Recreation Department and Public Works Department to coordinate the installation of Holiday Lighting at least two months or more before December 1st. For the Holiday Visuals, installation should be after the Thanksgiving Holiday. Removal of both holiday lighting and holiday visuals must be after the Three Kings Day Holiday.

- A. The lights Must be in place and operation by the first full weekend in November.
 - B. Lights should be removed after Three Kings Day Holiday.
 - C. Lighted decorations should be on timers to remain on from dusk to dawn seven days per week.
- 3.3.2 At the time of contract renewal, the City shall update the Display Period Dates for the upcoming year.

3.4 TREE LIGHTING CEREMONY EVENT

- 3.4.1 The City will notify the awarded proposer the date of the City's Park & Tree Lighting Celebration event three (3) months prior to installation.
- 3.4.2 The awarded contractor shall install the 30' Christmas tree prior to the scheduled event date.
- 3.4.3 The awarded contractor must perform an on-site walk-through of the Holiday Lighting and Visual displays three (3) days before the City's Park & Tree Lighting Celebration event with City Staff to ensure that the tree lighting and display is complete and is functioning for the event.
- 3.4.4 The awarded contractor shall ensure that all lighting and visuals throughout the City are functioning and properly lit prior to the ceremony event.

3.5 EMPLOYEES

- 3.5.1 Successful proposer shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.
- 3.5.2 All employees of the proposer shall be considered to be at all times the sole employees of the proposer, under the proposer's sole direction, and not an employee or agent of the City.
- 3.5.3 The proposer shall supply competent and physically capable employees and the City may require the bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of the City. The city shall not have any duty to implement or enforce such requirements.
- 3.5.4 Proposer shall assign an "On Duty" supervisor who speaks and reads English.
- 3.5.5 Proposers shall assign at least one (1) staff member for trouble shooting measures.

3.6 EQUIPMENT

The Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove the lights and decorations.

3.7 SITE VISITS DURING HOLIDAY PERIOD

The awarded contractor will be required to perform site visits once a week during the weekday evening to ensure that all lights, displays, and decorations are working properly. In addition, the awarded proposer shall be available to City Staff to discuss any issues with the display. The awarded contractor will repair/correct any issues within twenty-four (24) hours. Repairs shall be done at the sole expense of the awarded proposer.

3.8 MAINTENANCE:

Contractors must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning.

All malfunctioning lights that occur during the period must be repaired within a reasonable time. The contractor will be expected to address failures or repairs within 24 hours of contact from City staff.

3.9 DAMAGE TO PROPERTY

3.9.1 If property (public or private) is damaged while successful proposer is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the proposer in a manner acceptable to the City prior to the final acceptance of the work. Such property shall include but not be limited to: sidewalks, curbs and gutters, roads, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

3.9.2 Successful proposer shall notify the requesting department in writing of the site having pre-existing damage before beginning work. Failure to do so shall obligate the proposer to make repairs per section 3.9.1.

3.10 SAFETY AND PROTECTION

3.10.1 The successful proposer shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, fencing, and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the proposer.

3.10.2 Proposer must provide protection necessary to prevent damage to property where securing is being performed and adjoining properties.

3.11 DISPOSAL OF WASTE

The awarded contractor shall arrange to dispose of any and all waste from the work being performed. All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City.

3.12 INSTALLATION LOCATIONS:

PARKS & RECREATION DEPARTMENT

3.12.1 Doral Government Center

1. Eight (8) Royal Palm Tree Lighting -Wrap the trunks up to the booth with thirteen (13) Warm White-Commercial-grade LED light sets and;
2. at the top a 24” Color Band using three (3) Red Commercial-grade LED light sets.
3. Fronds should also be lit with ten (10) Green LED Frond Sets.

3.12.2 Downtown Doral Park (the Plaza)

1. Eleven (11) Royal Palms -Wrap the trunks up to the booth with thirteen (13) Warm White-Commercial-grade LED light sets and;
2. at the top a 24” Color Band using three (3) Red Commercial-grade LED light sets. Fronds should also be lit with ten (10) Green LED Frond Sets.
3. One (1) Live Oak Tree - Wrap the foliage with thirty-five (35) Warm White Commercial-grade LED light sets and scatter throughout the foliage with 600’ of C9 36” spacing green cord LED G50 bulbs & every 5th Twinkle.
4. Additionally, throughout the foliage, install twenty-Six (26) 24” Red LED Falling Snowtubes and Twenty-Six (26) 24” Green Falling Snowtubes

3.12.3 Downtown Doral Park (the Picnic Area)

1. Nine (9) Oak Trees - Wrap up into the foliage with an average of twenty-five (25) Multicolor Commercial-grade LED light sets.
2. Thirty (30) 36” LED Cluster Light Rings or any other similar visual
3. Install three (3) cluster rings or other similar visuals per oak tree.

3.12.4 Downtown Doral Park (Oval Area)

1. Ten (10) Small Oak Trees
2. Scatter throughout the canopy with 400' of C9 36" spacing green cord LED G50 bulbs & every 5th Twinkle. Colors: Multicolor, Warm White, Pure White, Red, Green, Blue, Pink, Purple, Amber and Yellow)

3.12.5 Downtown Doral Park (Park Entrance by NW 53rd Street)

1. Eleven (11) Alexander Palms - Wrap each trunk with four (4) Warm White Commercial-grade LED light sets and;
2. 18" Red Color Band on the boot. Light up the fronds with six (6) Green LED Front Sets each.
3. One (1) Poinciana Tree - Wrap up into the foliage with twenty-five (25) Warm White Commercial-grade LED light sets and scatter throughout the foliage with 600' of C9 36" spacing green cord LED Warm White G50 bulbs and every 5th Twinkle.
4. Additionally, throughout the foliage, install twenty-Six (26) 24" Red LED Falling Snowtubes and Twenty-Six (26) 24" Green Falling Snowtubes
5. Six (6) Small Trees (leading the way to enter the park) - Wrap up into the foliage with Multicolor Commercial-grade LED light sets.

3.12.6 Parks & Recreation Department Holiday Tree (see "EXHIBIT C" for specifications of Holiday Tree)

1. Installation of City-owned 30' Majestic Mountain Pine Tree
2. Installation of Tree Lighting, Ornament Decorations, and 3D Star Topper
3. Removal, Storage until next season, Handling and Insurance of City Owned 30' Majestic Mountain Pine Tree and Holiday Ornaments.

3.12.7 NW 53rd Street from 84th Ave to 53rd Terrace

1. Twenty-six (26) Royal Palms - Wrap the trunks with fourteen (14) Warm White Commercial-grade LED light sets and do an 18" Color Band on the boot using two (2) Red Commercial-grade LED light sets. Light up the fronds with six (6) Green LED Frond Sets.

3.12.8 Light Poles on the area of NW 53rd Terrace Traffic Circle

1. Twenty (20) Light Poles - Wrap one (1) 13 ½' x 14" LED lit Garland

decorated in our Colors of the Holiday Ornament Package with an 18” Red Velvet with Gold Trim Bow.

3.12.9 Oaks by Walking Path on NW 53rd Terrace

1. Three (3) Oak Trees - Install two (2) LED Color Changing Wall Washers that will illuminate the foliage.

3.12.10 Walking Path to the Doral Cultural Arts Center

1. Arch Square Displays Set with one (1) RGB Bow Entrance and eight (8) LED Arches. Other similar visuals may be considered.

3.12.11 Palm Trees on NW 84th Ave

1. Nineteen (19) Royal Palms - Wrap the trunks with fourteen (14) Warm White Commercial-grade LED light sets and do an 18” Color Band on the boot using two (2) Red Commercial-grade LED light sets. Light up the fronds with six (6) Green LED Frond Sets.

3.12.13 Palm Trees between Publix and Doral Government Center

1. Eight (8) Royal Palms - Wrap the trunks with fourteen (14) Warm White Commercial-grade LED light sets and do an 18” Color Band on the boot using two (2) Red Commercial-grade LED light sets. Light up the fronds with six (6) Green LED Frond Sets.

Note: All lights must be eco-friendly LED.

3.12.14 Public Works Department – All the trees in Sections 3.12.15 through 3.12.22 are to be decorated as follows:

1. Alexander Palms: Wrap the trunks up to the boot with two (2) warm white commercial-grade LED light sets and at the top a 12” Color Band using one (1) Red Commercial-grade LED sets. Fronds should also be lit with three (3) Green LED Frond Sets.
2. Royal Palms: Wrap the trunks up to the booth with thirteen (13) Warm White-Commercial-grade LED light sets and at the top a 24” Color Band using three (3) Red Commercial-grade LED light sets. Fronds should also be lit with ten (10) Green LED Frond Sets.
3. Oak Trees: wrap the foliage with ten (10) Warm White Commercial-grade LED light sets and scatter throughout the foliage with 360’ of C9 36” spacing green cord LED G50 bulbs & every 5th Twinkle.

3.12.15 Median 1 (East of 114th Ave)

1. Twenty-three (23) Alexander Palms

3.12.16 Median 2 (East of 112th Ave)

1. Forty-five (45) Alexander Palms
2. Eleven (11) Royal Palms

3.12.17 Median 3 (East of 109th Ave)

1. Twenty (20) Royal Palms

3.12.18 Median 4 (East of 105th Ave)

1. Three (3) Alexander Palms
2. Three (3) Oak Trees

3.12.19 Median 5 (West of 104th Ave)

1. Two (2) Oak Trees

3.12.20 Median 6 (East of 104th Ave)

1. Ten (10) Alexander Palms
2. Twenty-nine (29) Royal Palms
3. Six (6) Oak Trees

3.12.21 NW 36/41 St between NW 97 – 87 Ave

1. Thirty-eight (38) Alexander Palms
2. Fifty-one (51) Royal Palms

3.12.22 NW 36 St between NW 87 Ave – Palmetto Expressway

1. Nineteen (19) Alexander Palms
2. Ten (10) Royal Palms
3. Three (3) Oak Trees

3.12.23 Monument Displays at NW 58th Street and Palmetto Expressway

1. One (1) 10' 3D LED Reindeer Icon Display Warm White or Similar
2. Three (3) 5' 2D LED Poinsettia Scrolls or Similar

3.12.24 Monument Displays at NW 36th Street and Palmetto Expressway

1. Two (2) 11' 2D LED Glitter Mesh Leaping Reindeer or Similar
2. Two (2) 5' 2D LED Poinsettia Scrolls or Similar

3.12.25 Monument Displays NW 41st Street / NW 102nd Avenue

1. One (1) 3'6" x 4'9" LED Red/Gold Christmas Present Package Ground Mounted or Similar
2. Two (2) 2'6" x 3' LED Green/Gold Christmas Present Package Ground Mounted or Similar

3.12.26 Trees & Monument Displays

1. Monument Displays will be located on NW 58th Street, NW 36th Street and NW 41st Street will include one (1) 12' Majestic Mountain Pine Tree and two (2) 5'5" H x 4' W Glitter Mesh Poinsettia
2. Three (3) 12' Majestic Mountain Pine Trees on NW 58th Street, NW 36th Street and NW 41st Street including warm white LED lights, Holiday Colors Ball Ornaments and 3' 3D Star Topper or similar
3. Six (6) 5'5" H x 4' W Glitter Mesh Poinsettia

3.12.27 Government Center - Parking Garage Entrance

1. Provide and install two (2) large (4'-6') LED illuminated garlands with a red bow or similar décor on the columns of pathway.
2. Provide and install two (2) large (3') LED illuminated wreaths on top of the entrances of garage.

3.12.28 Government Center - First Floor Main Lobby

1. Install a 12' lit synthetic Christmas tree with bright and festive red, green and gold décor. Include cheerful holiday extra visual décor and install non-illuminated 18"x18" and 24"x24" nylon gift boxes with champagne bow around the tree.

2. Install visual décor and gift boxes on blanket of snow next to sliding doors.
3. Drape lit garland along edge of reception desk in scallop pattern.

3.12.29 Government Center - First Floor by the Elevator

1. Install lit cheerful holiday – visual décor by elevator with gift boxes on blanket of snow.

3.12.30 Government Center - Second Floor

1. Install 8' life-like needle Christmas tree adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights across from elevator in front of blank wall.
2. Drape lit garland along the top of glass partitions of Solution center scallop pattern. Use clear fishing line and clear tape to connected the garland.
3. Drape lit garland along edge of reception desk in scallop pattern. Use clear fishing line to connected to garland and nails on the underside of the counter to secure.

3.12.31 Government Center - Second Floor by the Elevator

1. Install lit cheerful holiday visual décor by elevator with gift boxes on blanket of snow

3.12.32 Government Center - Second Floor Rotunda

1. Install 9' giant bead ornament stringers with shiny red, gold and apple green ornament balls in various sizes from outside edge of center column in rotunda to inside of outer edge evenly spaced.

3.12.33 Government Center - Third Floor

1. Install 8' life-like needle Christmas tree adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights against wall across from elevator.
2. Install lit cheerful holiday visual décor by elevator with gift boxes on blanket of snow.

3.12.34 Government Center - Third Floor by the Elevator

1. Install lit cheerful holiday visual décor by elevator with gift boxes on blanket of snow.

3.12.35 Government Center - Council Chambers

1. Install 14" Fir garland with approximately 40 Warm White 5MM LEDs/ft.
- Use clear fishing connected to garland and nails on the underside of the counter to secure.
2. Install 24" red synthetic poinsettia plants in champagne colored base. Flowers are positioned on the ends of the stair platform in front of the desk on the ends of platform. One pot per step on each end.
3. Install 4' life-like needle wreath adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights in center of Council Chamber desk.

3.12.36 Government Center – City Manager, Mayor and Council’s offices

1. Install 2' synthetic wreath lit, battery operated covered in historic décor collection on office doors.
2. Install 8' life-like needle Christmas tree adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights in Mayor’s Commissioner’s office in hall of council members offices.
3. Install -8' life-like needle Christmas tree adorned with red and white floral decor, beautiful ornamental balls, natural rattan balls, sparkling leaf accents, and lit with beautiful warm white LED lights in City Manager office

Note: All lights must be eco-friendly LED.

SECTION 4.0

PROPOSAL SUBMITTAL FORM RFP No. 2023-06

THIS FORM IS REQUIRED

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposals and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City's Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
 - (b) Proposer has familiarized themselves with the nature and extent of the, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
4. Price Proposed by location to as outlined in Section 3.12 of the Scope of Services:

PARKS AND RECREATION DEPARTMENT:

LOCATION	PROPOSED COST
Doral Government Center Tree Lighting as specified in Section 3.12.1	\$
Downtown Doral Park (the Plaza)as specified in Section 3.12.2	\$
Downtown Doral Park (the Picnic Ares) as specified in Section 3.12.3	\$
Downtown Doral Park (Oval Area)as specified in Section 3.12.4	\$

LOCATION	PROPOSED COST
Downtown Doral Park (Park Entrance by NW 53 rd Street) as specified in Section 3.12.5	\$
Parks & Recreation - Installation and Removal of Holiday Tree, to include storage and insurance as specified in Section 3.12.16	\$
NW 53 rd Street from 84 th Ave to 53 rd Terrace, as specified in Section 3.12.7.	\$
Light Poles on the area of NW 53 rd Terrace Traffic Circle, as specified in Section 3.12.8	\$
Oaks by Walking Path on NW 53 rd Terrace as specified in Section 3.12.9.	\$
Walking Path to the Doral Cultural Arts Center, as specified in Section 3.12.10	\$
Palm Trees on NW 84 th Ave, as specified in Section 3.12.11	\$
Palm Trees between Publix and Doral Government Center, as specified in Section 3.12.13	\$
Public Works Department - trees decorated as specified in 3.12.14	
Median 1 (East of 114 th Ave), as specified in Section 3.12.15	\$
Median 2 (East of 112 th Ave), as specified in Section 3.12.16	\$
Median 3 (East of 109 th Ave), as specified in Section 3.12.17	\$
Median 4 (East of 105 th Ave) , as specified in Section 3.12.18	\$
Median 5 (West of 104 th Ave) , as specified in Section 3.12.19	\$
Median 6 (East of 104 th Ave) , as specified in Section 3.12.20	\$
NW 36/41 St between NW 97 – 87 Ave, as specified in Section 3.12.21	\$
NW 36 St between NW 87 Ave – Palmetto Expressway , as specified in Section 3.12.22	\$
Monument Displays NW 58 th Street and Palmetto Expressway as specified in Section 3.12.23	\$
Monument Displays NW 36 th Street and Palmetto Expressway as specified in Section 3.12.24	\$
Monument Displays NW 41 st Street / NW 102 nd Avenue, as specified in Section 3.12.25	\$

LOCATION	PROPOSED PRICE
Trees and Displays, NW 58th Street, NW 36th Street and NW 41st St/NW 102nd Ave decorated as specified in 3.12.26	\$
Government Center - Parking Garage entrance, as specified in Section 3.12.27	\$
Government Center - First Floor Main Lobby, as specified in Section 3.12.28	\$
Government Center - First Floor by the Elevator, as specified in Section 3.12.29	\$
Government Center - Second Floor, as specified in Section 3.12.30	\$
Government Center - Second Floor, as specified in Section 3.12.31	\$
Government Center - Second Floor Rotunda, as specified in Section 3.12.32	\$
Government Center - Third Floor, as specified in Section 3.12.33	\$
Government Center - Third Floor by the Elevator, as specified in Section 3.12.34	\$
Government Center - Council Chambers, as specified in Section 3.12.35	\$
Government Center - City Manager, Mayor and Council's offices, as specified in Section 3.12.36	\$
GRAND TOTAL	\$

5. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with the City.

PROPOSAL SUBMITTAL FORM

RFP # 2023-06

SIGNATURE IS REQUIRED

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

I understand that a "person" as defined in Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SECTION 5.0

PROPOSAL FORMAT

Proposals must be submitted electronically through DemandStar or Vendor Registry by 10:00 a.m. Friday, July 7, 2023. **Any proposal received after the due date and time specified, will not be considered.**

Proposals should be prepared by providing straightforward, concise descriptions of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

To facilitate the analysis of responses to this RFP, Proposers are required to prepare their Proposals in accordance with the instructions outlined in this section. Proposers must respond in full to all RFP sections and follow the indicated RFP format. Failure to follow these instructions may result in rejection of the Proposal.

The Proposal should be organized as follows:

<u>TAB</u>	<u>TITLE</u>
Tab 1	Cover letter and Executive Summary
Tab 2	Qualifications, Experience and Expertise of the firm and persons to be assigned to perform services outlined in this RFP.
Tab 3	Resources and Methodology and Proposed Method of Contract Performance including design concepts.
Tab 4	Reference Checks – Professional Services Performance Evaluation - Form 7.2
Tab 5	Proposal Submittal Form – Price Proposal Section 4.0
Tab 6	Other Required Forms, Affidavits and Attachments

TAB 1 COVER LETTER AND EXECUTIVE SUMMARY

Include the name of your agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: **“RFP No. 2023-06 Holiday Lighting & Decor**

This letter should summarize in a brief and concise manner, the Respondent's understanding of the scope of work and make a positive commitment to timely perform the work.

The letter must name all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length.

TAB 2 QUALIFICATIONS AND EXPERIENCE (30 POINTS)

- 1) Provide a complete history and description of your company, including, but not limited to, the number of years in business, size, number of employees, copy of applicable licenses/certifications, credentials, capabilities and capacity to meet the City's needs. Include any related or affiliated firms.
- 2) Describe the Proposer's relevant experience in providing similar scope of services to public sector agencies in the ten years, particularly to municipal/local governments.
- 3) If the Proposer is proposing to use a Subcontractor on this Project, please provide background information on the Subcontractor, Proposer's relationship with that firm, and the specific Services and/or products that the Subcontractor will be providing on the Project. A complete list of Subcontractors is required. The City has the right to approve all Subcontractors of the Provider at any time, and receive copies on any agreements or contracts with the Subcontractors.
- 4) Provide photographs of at least three (3) similar outdoor, large-scale lighting and decorations projects which your company has previously created

TAB 3 RESOURCES AND METHODOLOGY AND PROPOSED METHOD OF CONTRACT PERFORMANCE (30 POINTS)

1. Adequacy of amount of quality resources assigned to the Project and to perform the services under this contract
2. Overall approach to Project.
3. Description of Services provided and approach to meeting goals and deadlines.

TAB 4 CLIENT REFERENCES (10 POINTS)

- 1) Provide a minimum of three (3) references and a maximum of five (5) from public sector agencies, particularly municipal/local government, for which Proposer has performed similar scope of services in the past three years.

- A. Proposers are responsible for forwarding Form 7.2 Professional Services Performance Evaluation to selected references. Forms must be completed and returned directly to procurement@cityofdoral.com.
- 2) Provide a list with contact information of public sector clients, if any, that have discontinued use of Proposer's services within the past two (2) years and indicate the reasons for the same. The City reserves the right to contact any reference as part of the evaluation process.

TAB 5 COST PROPOSAL (30 POINTS):

1. Price Proposal Form Section 4.0 - Proposed pricing and fees.

TAB 6 REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

1. All required forms "Section 7.0 - Forms / Deliverables" and attachments, licenses and certificates of insurance – shall be included in a labeled section.

SECTION 6.0 EVALUATION METHOD AND CRITERIA

- 6.1** The Procurement Division shall review all Proposal submissions for responsiveness to the requirements of the RFP. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this RFP.

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager. The proposals shall be evaluated based on the criteria below in order to determine the proposal or proposals that are in the best overall interest of the City.

Award will be made to responsible firms possessing the potential ability to perform successfully under the terms and conditions of these specifications. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, references, and financial and technical resources. Proposers must be regularly engaged in the trade or trades relating to the proposals submitted. The Evaluation Committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted.

The selection of a Proposer with who to contract shall be based on the proposal most advantageous to the City based on the “best value to the City” using the following criteria:

6.2 ORAL PRESENTATIONS / INTERVIEWS / FACILITY VISITS

Upon completion of the initial criteria evaluation ranking, the Committee may elect to shortlist all responsive proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the Evaluation Committee deems to warrant further consideration.

For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Evaluation Committee additional insight regarding their proposal and that of the qualifications of the firm/individual.

The Evaluation Committee will then re-evaluate and re-score the finalist’s proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc.

Should the City require such oral presentation(s), the Proposer will be notified seven (7) days in advance of appearing before the Evaluation Committee.

The points awarded for each Evaluation Criteria will be totaled and tabulated to determine the top ranked firm/individual.

EVALUATION CRITERIA	MAXIMUM POINTS
Qualifications and Experience	30
Resources And Methodology and Proposed Method Of Contract Performance	30
Client References	10
Cost Proposal	30
TOTAL POSSIBLE POINTS	100 pts

Each fee proposal shall be scored as follows:

*Sample Objective Formula for Fee Proposal				
Vendor	Total Proposed Cost	Example Maximum Allowable Points	Formula for Calculating Points (lowest cost / cost of proposal being evaluated X maximum allowable points = awarded points) Round to the nearest tenth	Total Points Awarded
Vendor A	\$100.00	30	$\$100 / \$100 \times 30 = 30$	30
Vendor B	\$150.00	30	$\$100 / \$150 \times 30 = 20$	20
Vendor C	\$200.00	30	$\$100 / \$200 \times 30 = 15$	15

EXTRA POINTS: Points will be added for the following criteria (max 5 points):

- Proposer is headquartered or has an office in City of Doral 2.5 Points
- Proposer is a Certified Veteran Business Enterprise as Defined in Florida Statute 295.1872 2.5 Points

END OF SECTION

SECTION 7.0 FORMS / DELIVERABLES

PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED IDENTIFIED IN SECTION 5.0 PROPOSAL FORMAT AS TAB 6, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- 7.1 Conflict of Interest Disclosure Form
- 7.2 Professional Services Performance Evaluation
- 7.3 Proposer Information Worksheet
- 7.4 Proposer Qualification Statement
- 7.5 E-Verify Program Form
- 7.6 Business Entity Affidavit
- 7.7 Non-Collusion Affidavit
- 7.8 No Contingency Affidavit
- 7.9 Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- 7.10 Public Entity Crimes (Sworn Statement)
- 7.11 Drug Free Workplace Program
- 7.12 Copeland Act Anti-Kickback Affidavit
- 7.13 Equal Employment Opportunity Certification
- 7.14 Cone of Silence Certification
- 7.15 Proposer/ Proposer Certification
- 7.16 Certificate of Authority
- 7.17 Acknowledgement of Conformance with OSHA Standards



7.1 CONFLICT OF INTEREST DISCLOSURE FORM

All business entities (“Vendor”) interested in or conducting business with the City of Doral, must complete and return the Conflict-of-Interest Disclosure Form.

Please note that all business entities interested in or conducting business with the City are subject to comply with the City of Doral’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Doral official or employee, an immediate family member of a City of Doral official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.

Conflict of Interest Disclosure*	
Name of City of Doral employees, elected officials, or immediate family members with whom there may be a potential conflict of interest: _____ _____	<input type="checkbox"/> Relationship to employee <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe below): _____ _____ <input type="checkbox"/> No Conflict of Interest

**Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.*

I certify that this Conflict-of-Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name		Vendor Phone Number
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative



7.2 PROFESSIONAL SERVICES PERFORMANCE EVALUATION

RFP 2023-06 Holiday Lighting & Decor

Instructions: May you please provide reference information as requested below. Your prompt attention is appreciated. Include all information associated with our performance to your agency for **Miami Shores Village Holiday Lighting** and apply a performance rating. Definitions are provided below.

Performance Evaluation for: (Company Name:)	<u>Please return completed Performance Evaluation to:</u>
Due :	Name: Procurement Division Manager
	Email: Procurement@cityofdoral.com

DEFINITIONS OF PERFORMANCE RATINGS

<u>EXCEPTIONAL</u>	<u>SATISFACTORY</u>	<u>UNSATISFACTORY</u>	<u>N/A</u>	<u>INSUFFICIENT INFORMATION TO RATE</u>
Exceeds contractual requirements. The actions taken by the vendor met the contractual requirements and the scopes of services were accomplished.	Meets contractual requirements. The actions taken by the vendor were Satisfactory.	Does not meet contractual requirements, and recovery is not likely in a timely manner. The vendor's corrective actions appear or were ineffective.	Not Applicable	There is not sufficient information to rate performance.

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Work performed in compliance with contract terms.	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Services provide provided as specified and required?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Staff availability	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Timeliness of work	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	

PERFORMANCE RATING		COMMENTS <i>(Attach additional sheets if necessary)</i>
Staff professionalism	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info.to rate	
Customer service	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Quality of work	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Communication and Accessibility	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Prompt and effective correction of situations and conditions	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Documentation records, receipts, invoices and computer generated reports received in a timely manner and in compliance with contract specifications	<input type="checkbox"/> Exceptional <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> N/A <input type="checkbox"/> Insufficient info. to rate	
Would you recommend using this firm again?	<input type="checkbox"/> Yes <input type="checkbox"/> No	(Explain)

OVERALL PERFORMANCE

☐ Exceptional
☐ Satisfactory
☐ Unsatisfactory

Name: _____

Title: _____

Signature: _____

Date: _____

City/County: _____

7.3 PROPOSER INFORMATION WORKSHEET
RFP No. 2023-06

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE PROPOSER:

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

_____	_____	_____
(First, Last Name)	(Title)	(Contact Phone Number)

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

7.4 PROPOSER QUALIFICATION STATEMENT

RFP No. 2023-06

The Proposer's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Proposer meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

ON THE FORM BELOW, PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____
	Yearly Budget/Cost	_____
	Dates of Contract	From: _____ To: _____
	Project Description	_____ _____ _____
2.	Project Name/Location	_____
	Owner Name	_____
	Contact Person	_____
	Contact Telephone No.	_____
	Email Address:	_____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description

4. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

5. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

Project Description _____

END OF SECTION

7.5 E-VERIFY PROGRAM

Employment Eligibility Verification: (as amended at 74 FR 2731) requires, as applicable, a condition for the award of any Federal contract at \$250,000 or greater, for Vendor to certify they are enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Declaration

1. I have reviewed 48 CFR 52.222-54 and have sufficient knowledge of the personnel practices of the Business Entity to execute this Declaration on behalf of the Business Entity.
2. The Business Entity has legal counsel and has had the opportunity to consult that counsel, and accordingly it has not relied on the Governmental Entity's advice or counsel in complying with the legal requirements addressed in this Declaration.
3. The Business Entity is enrolled in and uses the federal E-Verify program to verify the eligibility to work of all newly hired employees of the Business Entity. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <https://www.e-verify.gov/>.
4. The Business Entity does not knowingly employ applicants or retain in its employ a person whose immigration status makes them ineligible to work for the Business Entity.
5. The Business Entity has verified that any subcontractors utilized to deliver services to the Governmental Entity through the Business Entity's contract with the Governmental Entity use the E-Verify system and do not knowingly employ persons whose immigration status makes them ineligible to work for the subcontractor.
6. As an authorized agent of the Business Entity, I acknowledge notice that 48 CFR 52.222-54 requires that the Business Entity's compliance with the terms of this Declaration be incorporated into the Business Entity's contract for services with the Governmental Entity, and if the Business Entity fails to remedy a violation of this provision of its contract for services with the Governmental Entity within the thirty (30) day period prescribed in 48 CFR 52.222- 54, violation of this term of that contract for services requires termination of that contract and that the Business Entity is liable to the Governmental Entity for actual damages.

[48 CFR 52.222-54](#)

I declare under penalty of perjury, a Class D Felony, that the foregoing representations are true.

Company Name

Respondent Name (Printed)

Respondent Signature

Date Signed

7.6 BUSINESS ENTITY AFFIDAVIT

(VENDOR / PROPOSER DISCLOSURE)

RFQ No. 2023-06

I, _____, being first duly sworn state:

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

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

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

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

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

Signature of Affiant

Date

Printed Name of Affiant

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this __ day of _____, _____(year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.7 NON-COLLUSION AFFIDAVIT

RFP No. 2023-05

State of _____)
) SS
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are the _____
(Owner, Partner, Officer, Representative or Agent) of _____, the PROPOSER that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or Sham Bid;
- (4) Neither the said PROPOSER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any PROPOSER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other PROPOSER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

FURTHER AFFIANT SAYETH NOT

By:

Print Name:

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____(year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

My commission expires:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

7.8 NO CONTINGENCY AFFIDAVIT
RFP No. 2023-06

State of _____)

SS)
County of _____)

BEFORE ME, the undersigned authority, personally appeared _____, who, after being duly sworn, deposes and states that all of the facts herein are true:

- (1) He/She/They is/are _____ Owner, Partner, Officer, Representative or Agent) of _____ the PROPOSER that has submitted the attached Bid;
- (2) Proposer warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and
- (3) Further, Firm acknowledges that a violation of this warranty may result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Firm, if the Firm is chosen for performance of the contract.

FURTHER AFFIANT SAYETH NOT

By: _____

Print Name: _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.9 AMERICANS WITH DISABILITIES ACT (ADA)

**DISABILITY NONDISCRIMINATION STATEMENT
RFP No. 2023-06**

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

This sworn statement is submitted to the City of Doral, Florida

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

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

whose business address is: _____

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

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501 553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____(year), by _____

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

_____ My commission expires:

Type of Identification

Printed, typed, or stamped commissioned name of Notary Public

7.10 SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES
RFP No. 2023-06

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 _____
by _____
for _____
_____ whose business address
is _____ and (if
applicable) its Federal Employer Identification number (FEIN) is _____ (IF the entity
had 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 with 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 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 Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or
2. Any 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, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime 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 Para. 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. 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 to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (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.

By:

(Printed Name) _____

(Title) _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____ (year), by _____ who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

Or Produced Identification _____

Notary Public - State of _____

My Commission Expires _____

7.11 DRUG-FREE WORKPLACE PROGRAM
RFP No. 2023-06

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Firm)

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

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip code

7.12 CONTRACTOR COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP No. 2023-06

STATE OF _____ }

}SS:

COUNTY OF _____ }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design CONTRACTORS, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

7.13 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP No. 2023-06

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 2.15.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

7.14 CONE OF SILENCE CERTIFICATION

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date _____

7.17 PROPOSER'S CERTIFICATION
RFQ No. 2023-06

I have carefully examined the Request for Proposals, Instructions to Proposers, General and/or Special Conditions, specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the RFP. I agree that my Proposal will remain firm for a period of 90 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Proposer is interested in said Proposer; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The foregoing affidavit was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, ____ (year), by

who is personally known to me or who has produced a Florida driver's license as identification.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

My commission expires: _____

Type of Identification _____

Printed, typed, or stamped commissioned name of Notary Public

**7.16 CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**7.16 CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing under the
laws of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby
authorized to execute the Bid dated, _____ 20_____, to the City of Doral and this partnership and that their
execution thereof, attested by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

7.16 CERTIFICATE OF AUTHORITY IF JOINT VENTURE

STATE OF _____)
 _____) SS:
 COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____ a
corporation existing under the laws of the State of _____, held on _____, 20_____,
the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Joint Venture be and is hereby authorized to execute the Bid dated, _____ 20____,

to the City of Doral official act and deed of this Joint Venture."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

END OF SECTION

**7.17 ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Holiday Lighting & Decor**, as specified,=have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION



**AGREEMENT NO. 2023-06
Holiday Lighting & Decor**

BETWEEN THE CITY OF DORAL
AND
(CONTRACTOR NAME)

THIS AGREEMENT is made and entered into as of this __ day of _____, 2023, by and between (Vendor Name) a corporation organized and existing under the laws of the State of Florida, having its principal office at (Vendor Address) (hereinafter referred to as the "CONTRACTOR"), and the City of Doral, a political subdivision of the State of Florida, having its principal office at, 8401 NW 53rd Terrace, Doral, Florida 33166 (hereinafter referred to as the "CITY"),

RECITALS

WHEREAS, the CONTRACTOR has offered to provide the necessary holiday lighting services for the City of Doral and to be bound by the terms and conditions of the **Request for Proposal (RFP) No. 2023-06 Holiday Lighting & Decor** which includes the General Terms and Conditions, Special Conditions, Scope of Services, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the assertions included in the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the CITY desires to procure from the CONTRACTOR such services for the CITY, in accordance with the terms and conditions of this Agreement.

WHEREAS, the CONTRACTOR desires to render services described in the Scope of Services and has the qualifications, experience, staff and resources to perform those services; and,

WHEREAS, through a competitive selection process conducted in accordance with the requirements of Florida law and City policy, the CITY has determined that it to be in the best interest of the CITY to award an Agreement to the CONTRACTOR for the rendering of those services described in the scope of services; and;

INCORPORATION BY REFERENCE AND ENTIRE AGREEMENT.

The foregoing "Whereas" clauses are hereby incorporated by reference and affirmed and ratified by the parties as true and correct. The Documents which comprise this Agreement between the CITY and the CONTRACTOR are attached hereto, made a part hereof and consist of the following:

- A. This Agreement;
- B. RFQ 2023-06 Holiday Lighting & Decor hereto as “Exhibit A”;
- C. Proposal hereto as “Exhibit B”.

In the event of a conflict between any of the terms and conditions in the Exhibits and this Agreement, this Agreement shall prevail.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

Additional Terms and Conditions

SECTION 1. TERM.

1.1 The term of this Agreement shall begin upon full execution of the agreement for an initial three (3) year term. The City Manager or designee shall have the option to renew the Agreement for up to two (2) additional two (2) year terms.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon thirty (30) days written notice to the CONTRACTOR. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, charts, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Part fails to fulfil in a timely manner, or otherwise defaults upon any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PROMPT PAYMENT ACT.

2.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.

3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of

this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is Deemed given when received. For the present, CONTRACTOR and the CITY designate the following as the respective places for giving such notice:

CITY: City Manager's Office
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6725

Office of the City Attorney
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6623

City of Doral Parks and Recreation Director
8401 NW 53rd Terrace
Doral, Florida 33166
(305) 593-6740

CONTRACTOR: VENDOR NAME
Attn: _____ Vendor Address
Telephone No. () ____ - ____
Email: _____

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR

5.1 The CONTRACTOR is an Independent Contractor under this Agreement. Personnel provided by the CONTRACTOR shall be employees of the CONTRACTOR and subject to supervision by the CONTRACTOR, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONTRACTOR. The CONTRACTOR shall be solely responsible for any injuries suffered by the CONTRACTOR's employees. It is clear that CITY will not provide workers' compensation insurance for the CONTRACTOR or its employees.

5.2 Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee

or agent of the CONTRACTOR shall be deemed to be an employee or agent of the CITY. The CONTRACTOR shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONTRACTOR, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONTRACTOR shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend, with counsel approved by the City and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, causes of actions, demands, liabilities, losses and expenses including, but not limited to, attorneys' fees, including attorney fees at the trial and all levels of the appeal, for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions, willful misconduct or other wrongful conduct of CONTRACTOR, its officer, employees, agents, servants, or other personnel entity acting under CONTRACTOR's control in connection with CONTRACTOR's performance of services under this Agreement and to that extent CONTRACTOR shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including any default by the CONTRACTOR, wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONTRACTOR shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONTRACTOR or any agent or employee of CONTRACTOR regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

6.2 It is understood and agreed by CONTRACTOR that its liability to the CITY, and/or to CITY'S officers, employees, agents, servants, and contracts, under Section 6.1, shall not in any way be limited to or affected by the amount of insurance coverages required or carried by CONTRACTOR under this Agreement.

The provisions of Section 6.1 shall survive expiration or termination of this Agreement.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONTRACTOR agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term

of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONTRACTOR's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONTRACTOR, successors and assigns.

SECTION 9. CONFLICT OF INTEREST/CODE OF ETHICS.

9.1 The CONTRACTOR agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of Doral Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

SECTION 10. PUBLIC RECORDS/CONTRACTOR PUBLIC RECORDS RESPONSIBILITIES.

10.1 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City.

CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONTRACTOR. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: CONNIE DIAZ CITY CLERK, DORAL CITY HALL 8401 NW 53RD TERRACE, DORAL, FLORIDA 33166

SECTION 11. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

11.1 The Firm must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR

must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 12. EQUAL EMPLOYMENT

12.1 During the performance of this Agreement or any related Work Order, the CONTRACTOR shall:

- A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, handicap, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, handicap, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. In all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, it must state that all qualified applicants will receive considerations for employment without regard to race, color, religion, age, sex, handicap, or national origin.

SECTION 13. ASSIGNMENT AND SUBCONSULTING

13.1 This Agreement and the rights of the CONTRACTOR and obligations hereunder may not be assigned, delegated, or subconsulted by the CONTRACTOR without the express prior written consent of the CITY. Any assignment, delegation or subconsult without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the CITY may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The CITY may assign its rights, together with its obligations hereunder.

SECTION 14. SOVEREIGN IMMUNITY.

14.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 15. ORDER OF PRECEDENCE

15.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, THE RFP, CONTRACTORS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, THE RFP, AND THE CONTRACTORS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 16. CONFIDENTIAL INFORMATION

16.1 The CONTRACTOR agrees that any information received by the CONTRACTOR for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations without the expressed consent of the City Manager or designee.

SECTION 17. INSURANCE.

The Consultant shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit A. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require as needed, and depending on the nature of scope, or level of exposure.

SECTION 18. NON-EXCLUSIVITY.

18.1 This Agreement is non-exclusive. The CITY'S retains the right to engage the services of additional third-party CONTRACTORS or assign responsibilities to an employee of the CITY'S to perform the same or similar services provided by CONTRACTOR under this Agreement and to assign work to such parties in its sole discretion.

SECTION 19. ANTI-DISCRIMINATION.

19.1 CONTRACTOR certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. CONTRACTOR further agrees that neither CONTRACTOR, nor any parent company, subsidiaries or affiliates of CONTRACTOR are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 20. SCRUTINIZED COMPANIES.

20.1 CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the CITY'S may immediately terminate this Agreement at its sole option if the CONTRACTOR or its Subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its Subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the CITY'S may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its Subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its Subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or

Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

21.3 The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated consulting prohibitions then they shall become inoperative.

SECTION 22. NO CONTINGENCY FEES.

22.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or of this Agreement.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this___ day of _____, 2023

CONTRACTOR

CITY OF DORAL

Signature

Barba, City Manager

Name

Date

Title

Date

Approved as to form and legal sufficiency:

Nabors Giblin & Nickerson P.A.
City Attorney

Attest:

Connie Diaz, City Clerk

(City Seal)

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$3,000,000
Policy Aggregate (Per Job/Location)	\$3,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$3,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non- Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:

\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT "B"

Doral Government Center

1. Ground embedded Gel Cap Up lighting along cupola

2. Royal Palm Tree Lighting (8)

Downtown Doral Park

3. Royal Palms along 53rd street (18)

4. Royal Palms around the perimeter of the plaza at the north end of the park

5. Large Live Oak Tree within the center of the plaza at the north end of the park

6. Small Oak Trees within the Play Area Oval (14)

7. Large Poinciana Tree near the entrance of the Playground on the south end of the park

8. Light Pole Decorations along 53rd Terrace between NW 84 Avenue and traffic circle



Olympia Pine Tower Tree

Assembly Instructions



Olympia Pine Tower Tree Set-Up

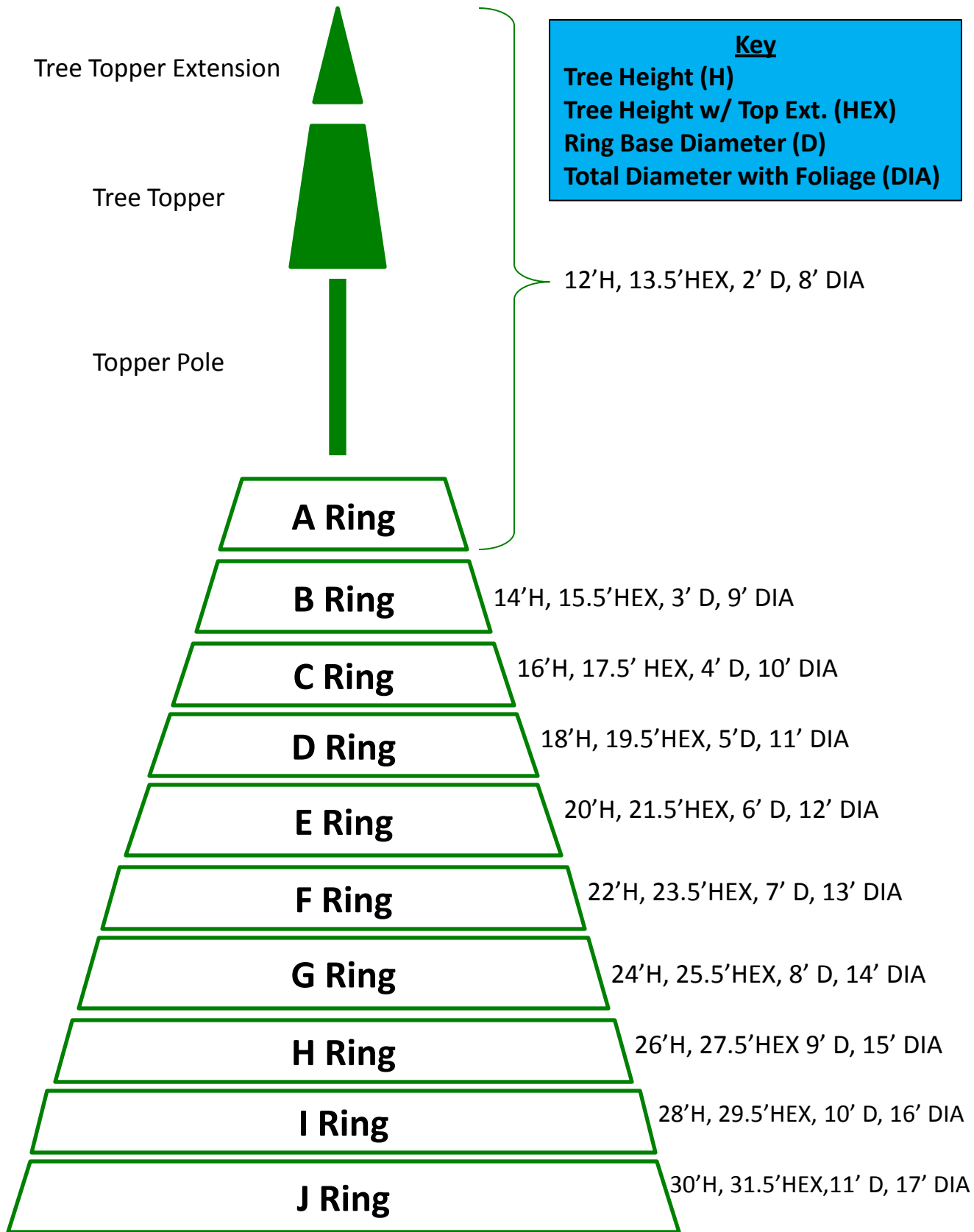
Before beginning to assemble your GKI Pro Tower Tree, contact your local municipal building department for electrical and structural requirements.

The Installation Kit includes a parts list specific to your tree. Prior to assembly, it is advisable to take inventory of all Tower Tree components you have received--frame sections, branches, topper, electrical harnesses and assorted hardware (included in the installation kit)--to ensure that all parts are at your installation site and that none have been damaged or are missing.

If any parts are missing or damaged, please contact GKI/Bethlehem Lights immediately at (855)273-7480 or email customer.service@gkilights.com. Please be prepared to provide the size of the tree and place of purchase.

GKI Pro Tower Trees should only be assembled by professional installers and riggers.

Tools Required: ½" Wrench



Frame Assembly

Installation Site

The installation site should be dry, level and allow for an anchor system to ensure tree stability.

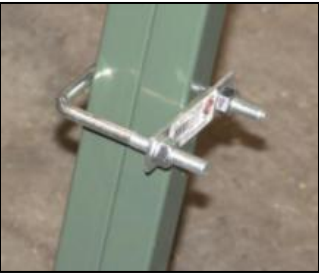
Ring Section Assembly

Start with the largest frame layer (bottom of tree).

Place sections together (aligning the vertical assembly tabs on D and E rings) by following the sequence listed on the ring sections and secure with appropriate hardware (note below). When assembling the rings with 4 or more sections, start with the section 1 and work counter clock wise until the final section closes the ring.

Note:

Frame Section	Assembly Method
A, B and C	No Ring Assembly Required
D and E	Assemble by inserting Frame Bolt through Vertical Assembly Tab and Welded Nut (see Parts List)
F and Larger	Assemble with U-Bolts (see Parts List)



U-Bolt Assembly



Vertical Tab Assembled



E

Olympia Pine
Section 1 of 2
Item 100027227
Serial No.(E-1)2014-100

E

Olympia Pine
Section 2 of 2
Item 100027227
Serial No. (E-2)2014-100

Ring Section Labeling
Examples

Frame Assembly

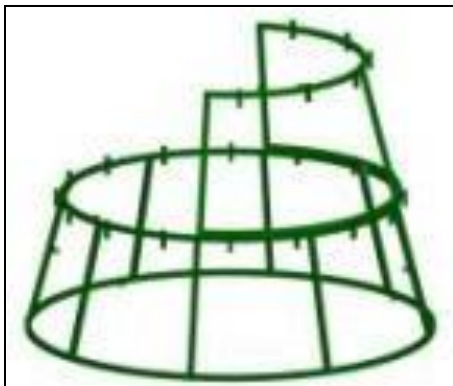
Stacking Ring Layers

Assemble the next (smaller) ring layer by placing one section on top of the already-assembled first frame ring, aligning holes for electrical harness. (See the section on Electrical Harnesses for more instructions on installing the harness).

Secure ring layer section with method noted below and by aligning the horizontal tabs on each frame section.

Note:

Frame Section	Assembly Method
A, B, C, D, and E	Assemble by inserting Frame Bolt through Horizontal Assembly Tab and Welded Nut (see Parts List)
F and Larger	Assemble with U-Bolts (see Parts List)



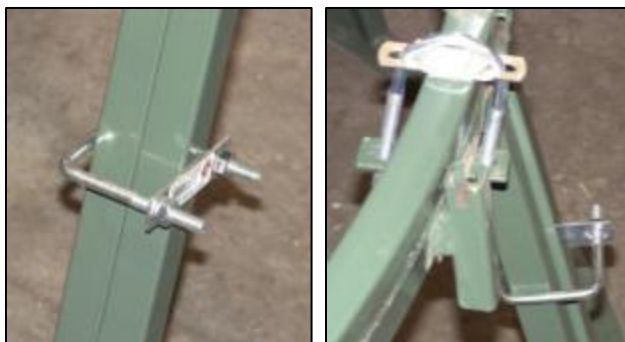
Horizontal Tab



Frame Assembly

Stacking Ring Layers (Continued)

Rings F and above will need to be bolted together using the enclosed U-bolts & plates. U-bolts will need to be secured both vertically and horizontally on the frames. For each 2' of frame height, one U-bolt should be attached vertically (referred to as "Row U-Bolts"). For each horizontal section, three U-bolts should be attached horizontally (referred to as "Ring U-Bolts").



U-bolts & Plates

Complete Frame Ring Assembly

Continue frame ring assembly by adding each layer as detailed in previous steps.



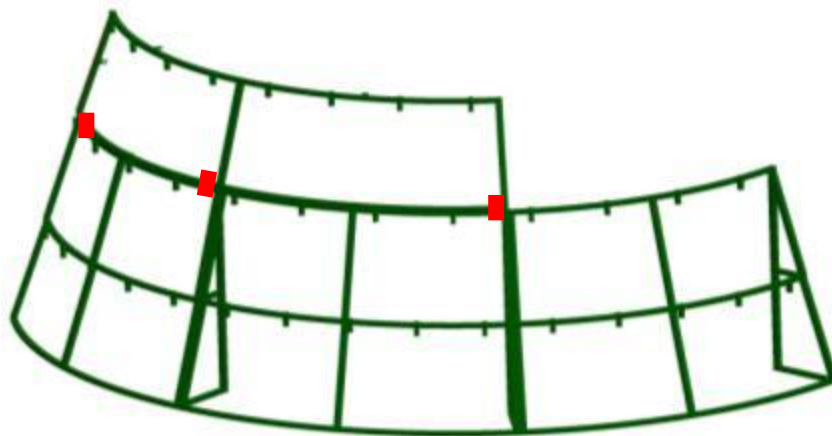
Ensure that each section is secure and tight before adding another layer to the tree. This will provide maximum stability.

Frame Assembly

Trees Over 30 Feet Tall

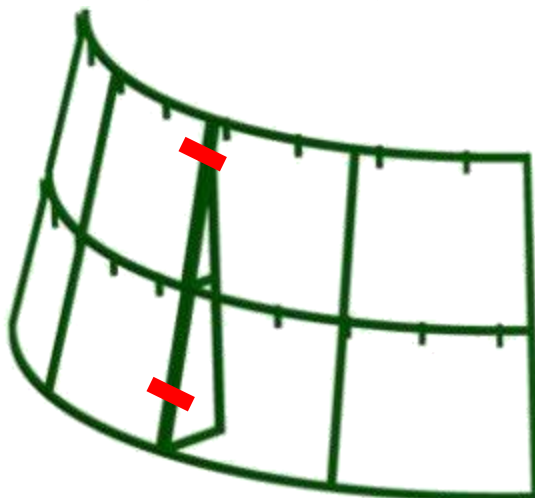
Ring U-Bolt Installation

For each horizontal section, three U-bolts should be used to attach each section together. The red blocks recommended U-Bolt placement.



Row Support U-Bolts

Row Support U-Bolts secure each frame section in the same row together. For each 2' of frame height, one U-bolt should be attached vertically. For sections 'KL' and higher where the sections are 4' in height, use two U-bolts vertically. Shown are two sections of frame row 'KL'. Each row support junction requires two U-Bolts. The red blocks represent U-Bolt placement.



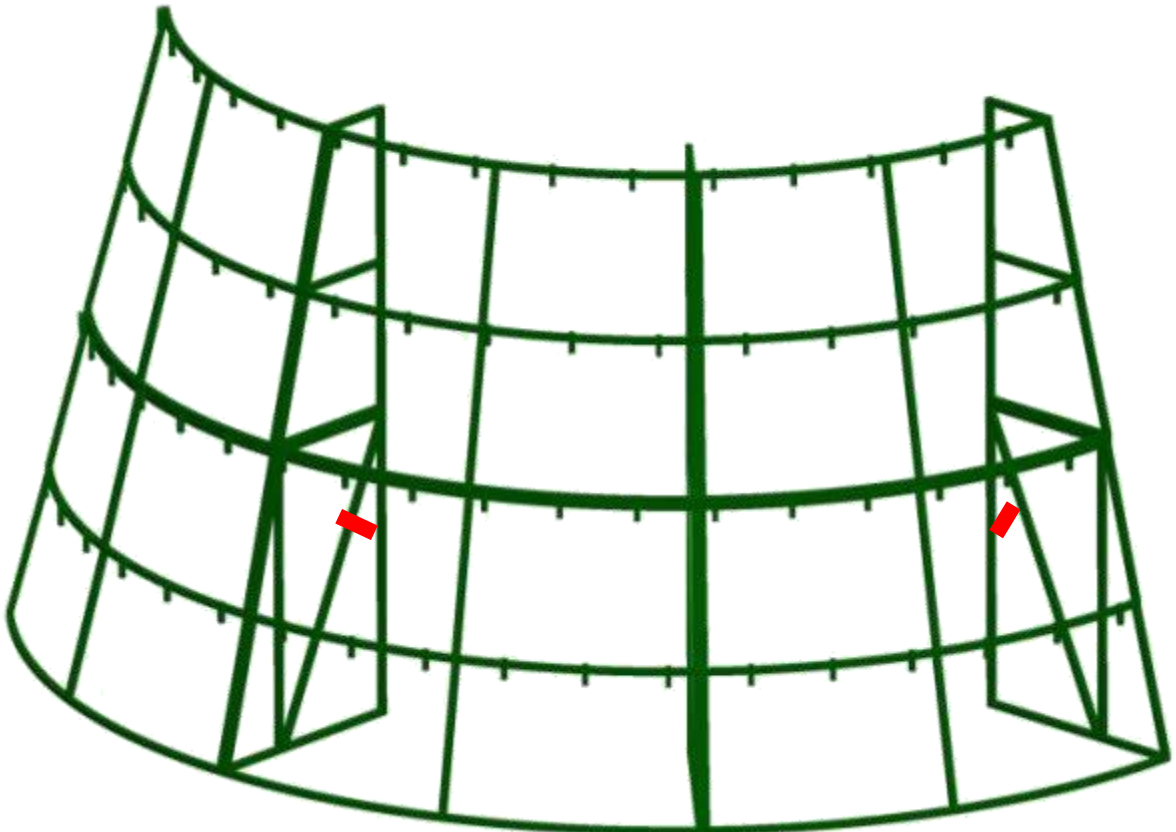
Refer to "Hardware By Section and Tree Size" for U-Bolt unit requirements.

Frame Assembly

Trees Over 30 Feet

Gusset U-Bolts

Gusset Support U-Bolts secure the custom section gusset supports together. Shown is a portion of frame row 'MN' and frame row 'OP'. For sections 'KL', 'MN' and 'OP' one U-Bolt is required per gusset. For larger frame sections ('QR' and higher) two U-bolts per gusset are required. The red blocks represent U-Bolt placement.



Frame Assembly

Topper Pole Assembly

Insert topper pole into the top of Ring A. It is recommended that the electrical harness is secured to the topper pole before inserting topper pole into Ring A (see Electrical Harness section for more details).

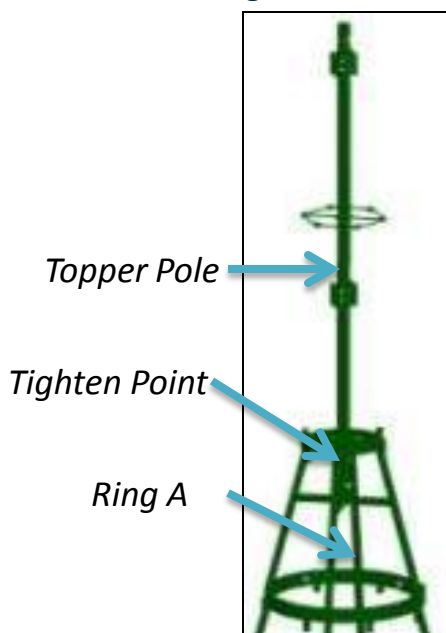


Topper Pole



Ring A

Tighten the 6 bolts on Ring A to secure the topper pole to Ring A.



The frame is now completely assembled.

Electrical Harness

Each GKI Pro Tower Tree includes a UL rated electrical harness for indoor and outdoor use.

It is up to the installer's discretion whether the electrical harness be installed on the sections during frame assembly or after the entire structure is assembled. As an added benefit, we have included two harnesses for each ring section. It is suggested to use the second harness for tree sizes 12ft to 26ft if additional electrical decoration will be used. Trees 28ft and above will require the additional harnesses due to excessive amp draw. We recommend alternating the double harnesses at the ring level. These additional harnesses can be easily attached to the ring sections using zip ties.

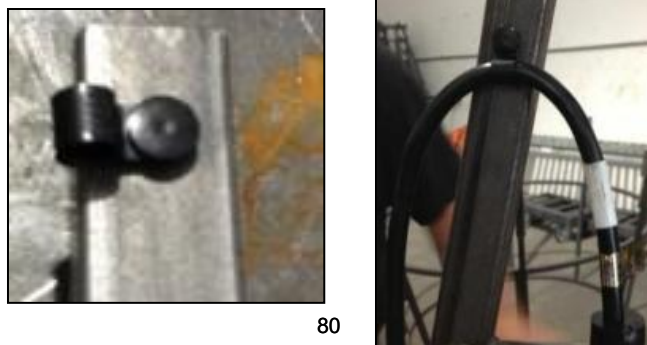
Harness Installation

The Installation Kit includes plastic rivets and plastic loop clamps for use in attaching the electrical harness to each frame section. Self-tapping screws are also included in the Installation Kit and may be used in place of the plastic rivets.



Screw & Clip

Place the clip around the wiring harness and **by hand (no tools needed)**, push the included plastic rivet through the loop clamp and into the pre-drilled holes on the frame to secure. Repeat as required on each frame section, running the electrical harness vertically on one side of the frame.



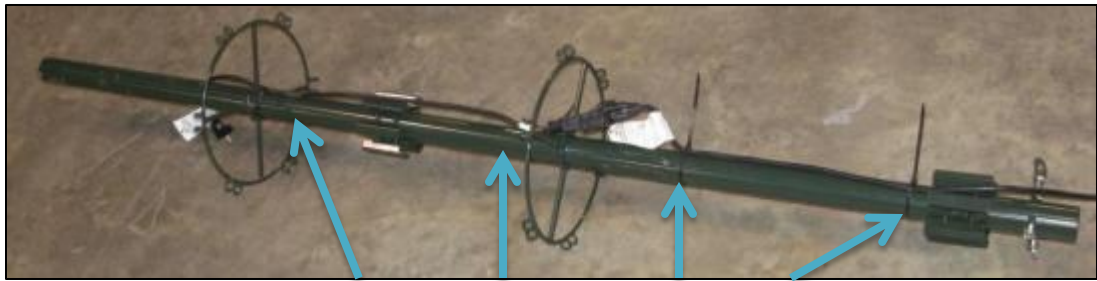
Electrical Harness

Each GKI Pro Tower Tree includes zip ties for attaching the electrical harness to the topper pole.

Harness Installation for Topper Pole

The Installation kit includes two harnesses for use on the topper post. It also includes zip ties for connecting the harness to the topper post.

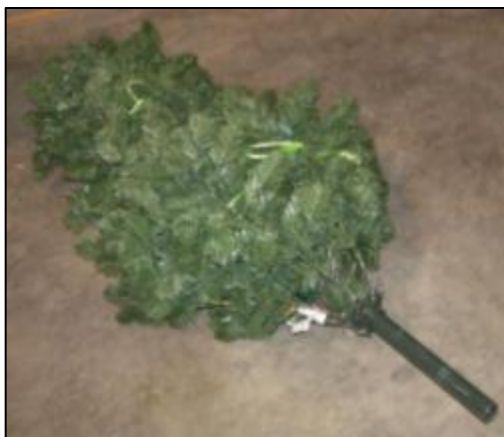
It is recommended to place the zip ties in the shown locations. Make sure that zip ties are tight around the pole. It is recommended to place the zip ties on the pole while the pole is laying flat on a stable surface.



Topper Pole - Zip Tie Placement

Tree Topper Installation

Once the frame and tree topper pole are in place add the 4.5' tree topper. Once the tree topper is in place, plug it into the harness section at the top of the topper pole.



Tree Topper (4.5')

81



Tree Topper installed on Topper Pole

Foliage Installation

Tree Topper Extension Installation

The 4.5' Tree Topper includes an opening for a 2' Tree Topper Extension (included in Tower Tree Topper carton) or a decorative tree topper.

To install the 2' Tree Topper Extension, remove wing nut and bolt from poly bag attached to stem post. Insert 2' Tree Topper Extension into opening, line up the holes and insert the bolt. Attach wing nut and tighten to ensure best stability.



Tree Topper (2')



Top of 4.5' Tree Topper



Insert 2' Topper into 4.5' Topper

A 6' Extension Cord is included to light the 2' Tree Topper Extension. Plug the Extension Cord into the Tree Topper Pole Electrical Harness and run up through the 4.5' Tree Topper. Plug in the 2' Tree Topper Extension into the Extension Cord.



Tree Topper (2' & 4.5' Together)



*Electrical Harness with Extension
Cord and Topper Light Plug
Attached*

Foliage Installation

Branch Installation

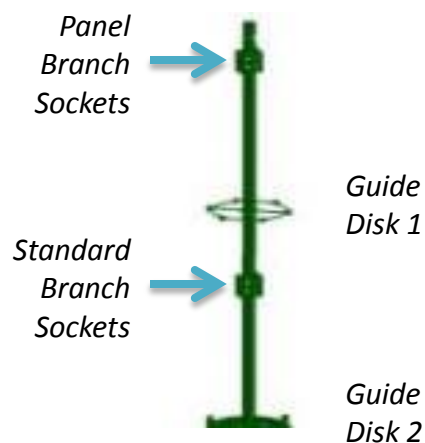
All Olympia Pine Tower Tree Toppers and Branches are made with Ready-Shape foliage – requiring minimal shaping.

Topper Pole Foliage

- Six (6) Panel Branches
- Six (6) Standard Branches

Install the panel branches (6) onto the Topper Pole by inserting hook end of the branch into the metal socket on the topper pole. For proper position align branch through guide disk 1.

Install the standard branches (6) onto the Topper Pole by inserting hook end of the branch into the metal socket on the topper pole. For proper position, align branch through guide disk 2.



*Standard Branch
(Black Tape on Hook)*

*Panel Branch
(Red Tape on Hook)*



Panel Branches Installed on Topper Pole

Foliage Installation

Branch Installation

Frame Section Foliage

All Frame Sections require Standard Branches (indicated by black tape on the hook).

Starting from the top Frame Section, insert branch hook into the sockets on the Frame Section.

Light Strand Connection Points

At the top of each branch section there is a male plug, and at the bottom of each branch section there is a female plug.

Plug the male lead of the first branch into the wiring harness. Plug the female tail of that branch into the male lead of the second branch. Repeat for all additional branches on that level.

For each row of branches, make sure the male lead is plugged into the electrical harness.



Anchoring Cable

Included in the Installation Kit is a 40' winch cable and a wire rope clamp. These items help provide maximum stability when used with anchoring system. Anchoring system not included.



40' winch cable rated to 7,000lbs



Wire Rope Clamp

Open the hook hinge and insert the Wire Cable to form a loop around the support on Ring A, as pictured below.



Winch Cable on Ring A

The wire rope clamp is used to secure the wire cable to the anchoring system of the installer's choice. Slide the wire through the clamp, secure the wire through the anchor point, and route the wire back through the clamp.

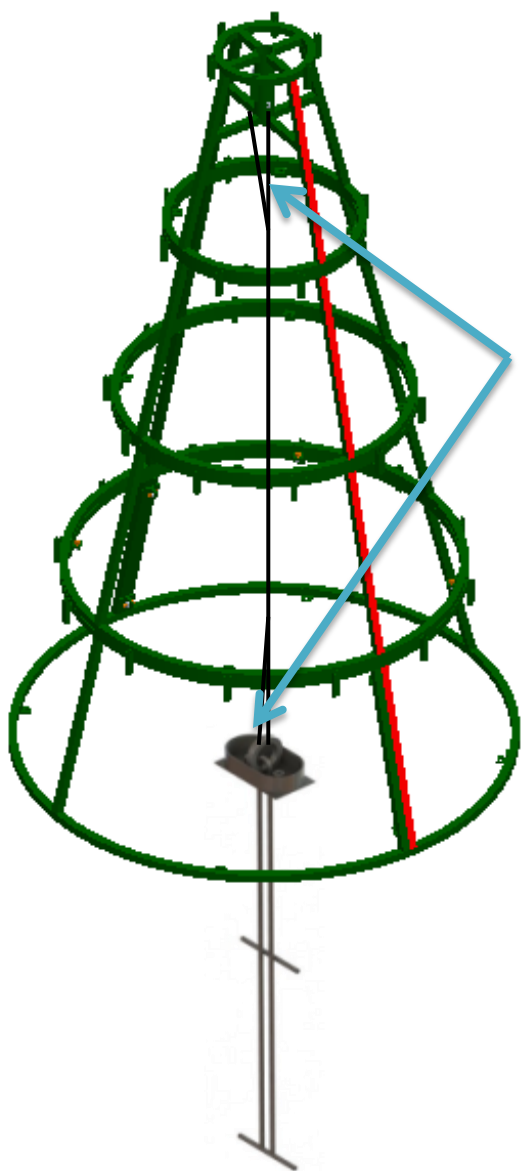


Additional Anchoring Information

For maximum tree stability, it is recommended to use a 24" long cast-in-slab anchor rated at 5,000lbs (anchor not included with tree). Please check with local building codes for proper set up.



Cast-In-Slab Anchor



Anchoring Cable



Anchor needs to be cast into an existing slab or installed into a 12" diameter x 48" deep forming tube

Repacking of Material

Frame Sections

- Clean the surface of Frame Sections before storing – preferably on a pallet

Bolts, Nuts and Washers

- Repack all hardware in reusable zip lock poly bags.
- It is recommended to pack and store according to part level for ease of future installation

Foliage

- Close the Topper/Branches and repack into box or onto storage rack. Additional boxes may be required for storage of branches after your first use

Tree Topper Pole

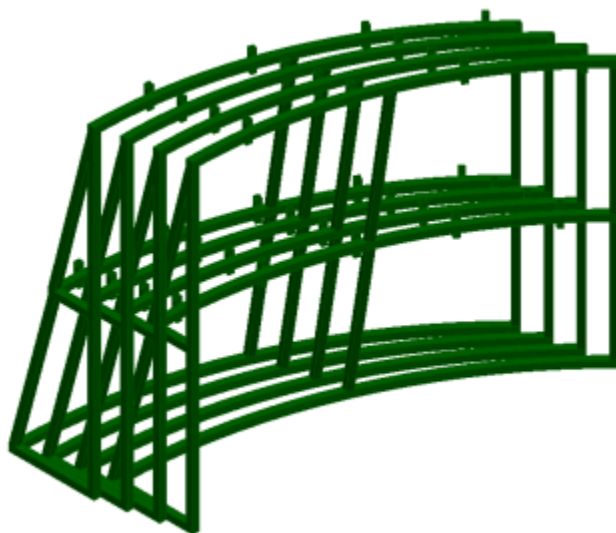
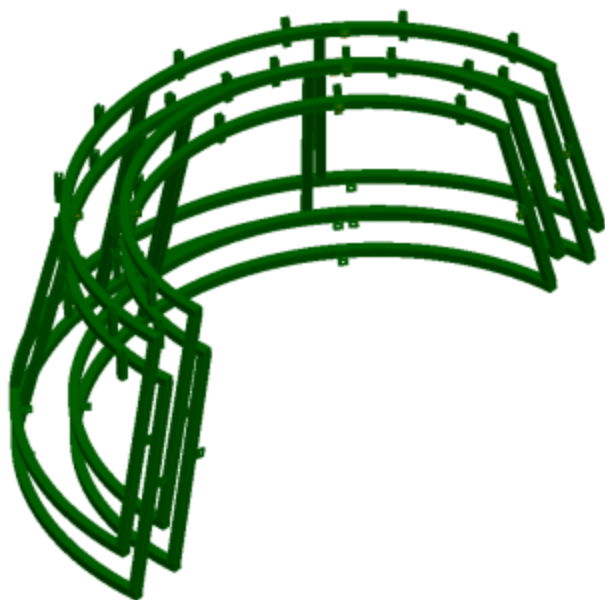
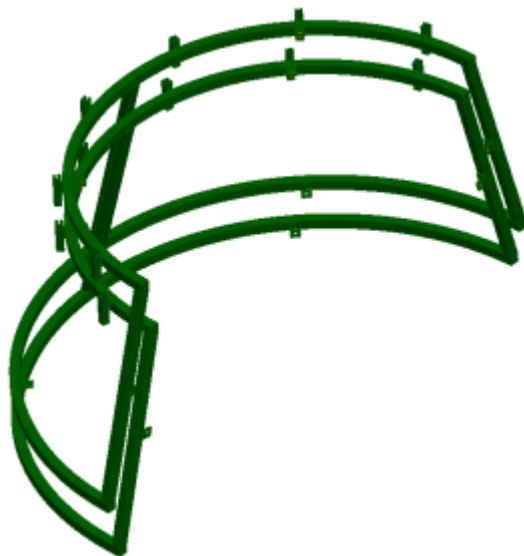
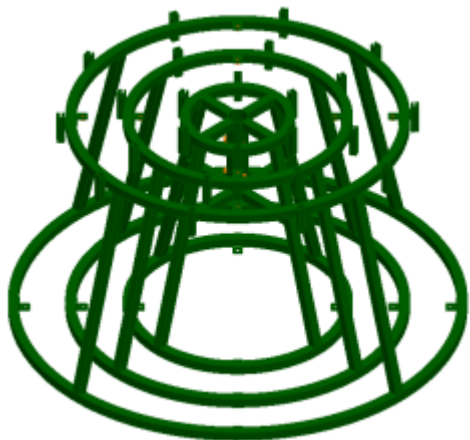
- Clean the surface before repacking into box

Storage

Optimal Storage Conditions

- Room temperature of storage area should range between 50 and 80 degrees Fahrenheit
- Moisture control will help to prolong the quality of the materials
- Sufficient space for moving material around

Frame Storage Options



Specifications

Lighting and Amp Draw

Amp Draw/ Light String = 0.08A

	Tower Tree - LED Lights and Amp Draw							
	Section	Total Height (ft.)	Section Branch/Light String Count	Total Branch/Light String Count	Amp Draw LED - section	Amp Draw LED total	15 Amp Service	20 Amp Service
Standard Heights	Topper Tree	N/A	N/A	N/A	0.36	0.36	Circuit 1 12.84 Amps	Circuit 1 17.96 Amps
	Topper Pole	N/A	12	12	0.96	1.32		
	A	12	6	18	0.48	1.80		
	B	14	8	26	0.64	2.44		
	C	16	10	36	0.80	3.24		
	D	18	12	48	0.96	4.20		
	E	20	16	64	1.28	5.48		
	F	22	18	82	1.44	6.92		
	G	24	22	104	1.76	8.68		
	H	26	24	128	1.92	10.60		
	I	28	28	156	2.24	12.84		
	J	30	32	188	2.56	15.40		
Custom Heights	K	34	32	220	2.56	17.96	Circuit 2 11.52 Amps	Circuit 2 17.28 Amps
	L		40	260	3.20	21.16		
	M	38	40	300	3.20	24.36	Circuit 3 10.88 Amps	
	N		40	340	3.20	27.56		
	O	42	48	388	3.84	31.40	Circuit 4 12.80 Amps	Circuit 3 17.28 Amps
	P		48	436	3.84	35.24		
	Q	46	48	484	3.84	39.08	Remainder	
	R		56	540	4.48	43.56		
	S	50	56	596	4.48	48.04		
	T		56	652	4.48	52.52		

Specifications

Measurements and Counts

Tower Tree Specifications									
	Section	Tree Height (ft.)	Branch Count	Total # Branches	Frame Sections	Total Frame Sections	Ring Diameter (in.)	Tree Diameter (in)	Circumferential Spacing (in)
Standard Heights	Tree	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Topper Pole	N/A	6	12	N/A	N/A	N/A	N/A	N/A
			6						
	A	12	6	18	1	1	24	29	6.28
	B	14	8	26	1	2	36	41	9.42
	C	16	10	36	1	3	48	53	11.30
	D	18	12	48	2	5	60	65	12.56
	E	20	16	64	2	7	72	77	11.78
	F	22	18	82	2	9	84	89	12.56
	G	24	22	104	2	11	96	101	11.99
	H	26	24	128	4	15	108	113	12.56
	I	28	28	156	4	19	120	125	12.11
	J	30	32	188	4	23	132	137	11.78
Custom Heights	K	32	32	220	8	31	144	149	12.95
	L	34	40	260			156	161	11.30
	M	36	40	300	8	39	168	173	12.25
	N	38	40	340			180	185	13.19
	O	40	48	388	8	47	192	197	11.78
	P	42	48	436			204	209	12.56
	Q	44	48	484	8	55	216	221	13.35
	R	46	56	540			228	233	12.11
	S	48	56	596	8	63	240	245	12.78
	T	50	56	652			252	257	13.46

Total branch count includes the 6 panel branches located in the tower tree topper carton.

Specifications

Hardware By Section and Tree Size

Section	Tree Height (ft.)	Frame Sections	Bolts Per Section	Bolts Per Tree	Ring U-Bolts	Row U-Bolts	Gusset U-Bolts	Total U-Bolts	Total U-Bolts Per Tree
A	12	1	6	6					
B	14	1	4	10					
C	16	1	4	14					
D	18	2	6	20					
E	20	2	6	26					
F	22	2			6	2		8	8
G	24	2			6	2		8	16
H	26	4			12	4		16	32
I	28	4			12	4		16	48
J	30	4			12	4		16	64
K/L	34	8			24	16		40	104
M/N	38	8			24	16	8	48	152
O/P	42	8			24	16	8	48	200
Q/R	46	8			24	16	16	56	256
S/T	50	8			24	16	16	56	312

Warranty Information

Your new GKI Pro Tower Tree structure is warranted against defects in materials and workmanship for ten (10) years from date of purchase.

Foliage fading is not covered under warranty as foliage may change color depending on the exposure level to UV rays.

GKI Pro LED light sets on the tree are guaranteed to light for three (3) years from date of purchase or 3,000 hours of use, whichever comes first.

