



**REQUEST FOR PROPOSALS
MUNICIPAL COMPLEX HOLIDAY DECORATIONS**

VILLAGE OF KEY BISCAIYNE

VILLAGE COUNCIL

Mayra P. Lindsay, Mayor
Franklin H. Caplan, Vice Mayor
Luis de la Cruz
Gary R. Gross
Allison McCormick
Brett Moss
Katie Petros

VILLAGE ATTORNEY

Weiss, Serota, Helfman, Cole & Bierman, P.L.

OFFICE OF THE VILLAGE CLERK

Jennifer Medina, CMC

ADMINISTRATION

John C. Gilbert, Village Manager

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SECTION # 1
INFORMATION FOR THE PROPOSERS

1.0 INTRODUCTION/ GENERAL BACKGROUND

The Village of Key Biscayne (the "Village"), a municipality located in Miami-Dade County, Florida, hereby requests proposals for the selection of a vendor to provide the design, labor, materials, equipment, services and all incidentals necessary, as further defined in Section 2.2 of this request for proposals ("Services") to install, maintain, remove, clean, refurbish, transport and store professional themed holiday decorations at the Village of Key Biscayne municipal complex located at **88 West McIntyre Street, Key Biscayne, FL 33149** ("Site"). The information used in this request for proposals ("RFP") will be used by the Village to make its determination. The Village intends to award a contract to the selected Contractor for the Services provided in this RFP.

The contract term is to be five (5) years. The vendor shall include all storage, refurbishment and maintenance prices for each year of the contract.

The Village is an island located approximately six (6) miles into Biscayne Bay and connected to the mainland via the Rickenbacker Causeway. Crandon Boulevard, a four lane road with a median, bisects the Village. Shopping centers and single purpose commercial buildings line Crandon Boulevard. Towards the west lie single family homes.

1.1 SCHEDULE OF EVENTS

No.	Event	Date*	Time* (EST)
1	Advertisement/ Distribution of RFP		10:00 AM
2	Mandatory Pre-Bid Meeting		11:00 AM
3	Closing Date for Bidder Questions		5:00 PM
4	Village's Answers to Questions by Bidders		5:00 PM
5	Bid Proposals Due		12:00 PM
6	Announcement of Selected Vendor		TBD

*The Village reserves the right to change the scheduled dates and time.

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1.2 RESPONSE / QUALIFICATION PACKAGE / REQUIREMENTS

In addition to other requirements stated in this RFP, to be eligible to respond, the Vendor shall submit a response that includes all of the following information, appropriately tabbed, in this order ("Response"):

- A. Cover Page:** Each Response submitted shall have a cover page entitled "Response to Village of Key Biscayne RFP for Municipal Complex Holiday Decorations."
- B. Table of Contents.**
- C. Letter of Intent:** A Letter of Intent shall be provided that briefly introduces the Vendor and the aspects of the proposal.
- D. Firm's Experience and Project Team:** The Vendor shall have five (5) years of continuous operation under the same name with professional licenses and insurance, qualifier for company name and type of licenses, official complaint history within the last five (5) years, and a list of current and past clients with emphasis on Florida municipalities. The team working on the Project must have prior experience within the past ten (10) years of providing similar services.
- E. Principal in Charge's Experience:** This individual must have a minimum of five (5) years' experience in providing professional holiday themed decorations. This individual must be capable of speaking and making decisions on behalf of the Vendor.
- F. Fee Proposal:** Submit a signed, firm, fixed fee for providing all the Services.
- G. Insurance:** Vendor/Contractor shall secure and maintain throughout the duration of this RFP and agreement, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent. Copies of Contractor's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Contractor shall provide a waiver of subrogation for the benefit of the Village. The Contractor shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

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- Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
 - Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
 - Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- K. Project Team:** Each Response shall provide an Organizational Chart of the team performing the Services, including key sub-contractors ("Project Team"). Information provided shall include, but not be limited to:
- a. Name, Title, and Resume of each individual employee of Vendor and each individual employee of key sub-contractors.
- L. Appendices:** Completed Appendices A, B and C.
- M. Proof of Authorization:** Proofs of authorization to transact business in the State from the Florida Secretary of State, from Vendor as well as supporting firms, contractors, or subcontractors.
- N. References:** Three (3) total references, one of which should be a municipal reference, if possible.

1.3 ADDENDA

If the Village finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the Village will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Appendix A) and providing it with its Response.

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1.4 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing Appendices A and B that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.5 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection.

1.6 RETENTION OF RESPONSES

The Village reserves the right to retain all Responses submitted and use any ideas contained in any Response, regardless of whether that Vendor is selected.

1.7 VILLAGE AUTHORITY

Proposals will be selected at the sole discretion of the Village. The Village reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

1.8 LOBBYIST REGISTRATION

Proposers must comply with the Village's lobbyist regulations. Please contact the Village Clerk at (305) 365-5506 for additional information.

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1.9 RESPONSE /PRESENTATION COSTS

The Village shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

1.10 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

1.11 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

1.12 TERMS OF ENGAGEMENT

Terms of agreement to be negotiated upon selection of Contractor. The contract shall be for an initial five year period.

END OF SECTION

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SECTION # 2
SERVICES NEEDED BY THE VILLAGE

2.1 SCOPE OF SERVICES

The services being requested are to provide a holiday tree and décor as identified herein in as well as additional themed holiday décor elements the recommends adding to achieve a top-quality design. The Vendor shall provide all necessary labor, materials, and equipment to deliver, install, clean/refurbish, remove and transport all decorations to storage.

The Services shall include, but not be specifically limited to, the following:

2.1.1. Holiday Tree, to be placed in the outdoor area of the Site as depicted in Exhibit A attached hereto, with the following minimum requirements:

- a. Free standing 38' artificial holiday tree for outdoor use
- b. Tree must have ability to increase in height in future years.
- c. Tree Lights – LED molded socket lights, or better in color or white with a minimum of three options to be reviewed by the Village.
- d. Ornament Package – A minimum of three ornament options to be reviewed by the Village
- e. Top Ornament – Provide three top ornaments options to be reviewed by the Village
- f. All framing components shall be coated or painted to corrosion resistant
- g. Tree shall be wind load rated per Miami-Dade Code and certified by a State of Florida Licensed Professional Engineer. Ballast and guide wires to be internal, corrosion resistant, and installed per manufacturer and engineer specifications.
- h. The tree shall have a minimum of a five (5) year warranty.

2.1.2. Royal Palm Lighting

- a. The twenty-eight (28) Royal Palms along West McIntyre Street and Crandon Blvd will be wrapped with warm white LED 70 lights strings with 4" spacing.

2.1.3. 530 Crandon Park and Municipal Complex Building Décor

- a. The Vendor shall provide, at a minimum, three design options incorporating **530 Crandon Park and the Village's Municipal Complex located at 88 West McIntyre Street, Key Biscayne, FL 33149** in the holiday décor, which options shall not exceed a budget as set forth herein:
 - i. Option 1: Not to exceed a total budget of \$30,000.
 - ii. Option 2: Not to exceed a total budget of \$40,000.
 - iii. Option 3: Not to exceed a total budget of \$50,000.

2.1.4. Installation and Removal Period

- a. The 2018 installation period will commence on November 12, 2018. Installed items may be tested but are not to be lit until December 1, 2018.
- b. All décor must be installed and operational by November 27, 2018.

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- c. Removal of the décor may commence on January 7, 2019 and be completed by January 18, 2019.
- d. Installation and removal periods shall be set forth in the contract to be entered into with the successful Vendor.

2.1.5. Maintenance

- a. Vendor must respond to staff service calls within the same business day.
- b. Vendor is expected to address failures and repairs within 24 hours of contact from the Village staff.
- c. Vendor is required to complete weekly site inspection during the duration of installation period and provide Village staff an emailed report on the status report of the décor. All failures identified in the report are to be addressed within 24 hours.

2.1.6. Tree Cleaning and Refurbishment

- a. Prior to the next installation period the vendor shall clean and replace any branches, decorations, lighting and any other appurtenances before they are reinstalled.

2.1.7. Permits

- a. Vendor, as part of the bid submission requirements, shall provide a list of all required permits and the annual estimated costs required for the annual installation.

2.1.8. Electrical Requirements

- a. Vendor must provide all electrical requirements for every component in their proposal including the number of outlets needed.
- b. Vendor must identify the existing outlets to be used by components and the number, location and electricity required in locations where outlets do not currently exist or locations with insufficient electricity for the components.

2.1.9. Storage

- a. Vendor shall provide an offsite, clean, dry climate controlled storage facility for all equipment and materials.

END OF SECTION

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SECTION # 3
RESPONSE SUBMISSION REQUIREMENTS AND EVALUATION

1 (one) signed Letter of Intent and 11 bound copies of your qualifications and one (1) CD or USB flash drive shall be submitted in one sealed package, clearly marked on the outside "Response to Village of Key Biscayne RFP for Municipal Complex Holiday Decorations." The outside of the sealed envelope shall also show the name of the respondent.

All responses must be received by XXXXXXXXXXXXXXXXXXXX at the Village Clerk's Office located at:

Village Clerk
Attn: Municipal Complex Holiday Decorations RFP
Jennifer Medina, CMC
Village Clerk
88 West McIntyre Street, Suite 220
Key Biscayne, Florida 33149
Phone: 305-365-5506
Fax: 305-365-8914
jmedina@keybiscayne.fl.gov

All responses must be received by the Village Clerk by the due date and time. Responses received after the due date and time will not be considered.

3.1 RESPONSE EVALUATION CRITERIA

The Village will evaluate the responses based on the factors provided below:

- A. Quality of materials, uniqueness of decorations, and creativity;
- B. Ability of professional personnel and qualifications; and
- C. Experience of the firm and personnel for the past five (5) years; and
- D. Familiarity with the unique, local conditions of the Village; and
- E. Proposal price.

3.2 PROCESS OF SELECTION

The Village Council shall evaluate the proposals submitted and may require public presentations by Vendors regarding their proposals, approach to the Project, and ability to furnish the required Services. The Village Council shall select the Vendor to perform the required Services. The Village Council reserves the right to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent.

END OF SECTION

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EXHIBIT A
SITE PLAN

INSERT SITE PLAN SHOWING WHERE OUTDOOR TREE WILL BE LOCATED

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APPENDIX A
ACKNOWLEDGMENT, WARRANTY, AND ACCEPTANCE

I, _____ ["CONTRACTOR"], acknowledge, warrant, and accept as follows:

1. Contractor warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. Contractor warrants that it has read, understands, and is willing to comply with all requirements of the **RFP for Municipal Complex Holiday Decorations** and any addendum/addenda related thereto.
3. Contractor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Village Council.
4. Contractor warrants that all information provided by it in connection with this Proposal is true and accurate.
5. **CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:** Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor has not, and will not; pay a fee the amount of which is contingent upon the Village of Key Biscayne awarding this contract. Contractor 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. Further, Contractor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor, if the Contractor is chosen for performance of the contract.

Signature of Official: _____

Name (Typed): _____

Title: _____

Contractor: _____

Date: _____

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**APPENDIX B
NON-COLLUSIVE AFFIDAVIT**

I, _____ ("Affiant") being first duly sworn, deposes and says:

1. He/she is the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____, the Contractor that has submitted the attached Proposal.
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. Such Proposal is genuine and is not a collusive or sham Proposal.
4. Neither the Contractor 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 Contractor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Contractor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village, or any person interested in the proposed Work.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

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APPENDIX C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTE

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

1. This sworn statement is submitted to the VILLAGE OF KEY BISCAYNE, FLORIDA

By: _____

For: _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing
this sworn statement. SS#: _____)

2. I understand that a "public entity crime" as defined on Section 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 any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 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 or guilty or nab contenders.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
 - c. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath