Rose Brand Wipers, Inc.

Firm Submitting Proposal

REQUEST FOR PROPOSALS

RFP NO:	**2016-06**	
TITLE:	**Replacement Curtains for the Julius Littman Performing Arts Theater**	
ADVERTISEMENT:	**Friday, August 19, 2016**	
MANDATORY PRE-PROPOSAL CONFERENCE & SITE VISIT:	**September 7, 2016**	**TIME: 10:00 AM**
DEADLINE FOR QUESTIONS:	**September 8, 2016**	**TIME: 5:00 PM**
SUBMISSION DUE DATE:	**September 20, 2016**	**TIME: 2:00PM**
SUBMIT TO:	**PROCUREMENT MANAGEMENT DIVISION ATT: Meghan Cianelli Bennett 17011 NORTH EAST 19th AVENUE, ROOM 315 NORTH MIAMI BEACH, FLORIDA 33162**	
1ST REVIEW COMMITTEE MEETING:	**September 2016 CITY HALL 2ND FLOOR COUNCIL CHAMBERS 17011 NE 19 Avenue, North Miami Beach, FL 33162**	

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CITY OF NORTH MIAMI BEACH
RFP NO. 2016-06
REQUEST FOR PROPOSALS
Replacement Curtains for the Julius Littman Performing Arts Theater

Friday, September 16, 2016

Dear Potential Respondent:

The City of North Miami Beach, FL invites qualified firms to submit responses in accordance with the requirements stated herein no later than **2:00 PM EST Tuesday, September 20, 2016**, for **RFP No. 2016-06 Replacement Curtains for the Julius Littman Performing Arts Theater.** Interested firms may secure the solicitation package and all other pertinent information by visiting http://www.citynmb.com/purchasing or at DemandStar.com.

The City is seeking proposals from qualified firms of Independent Certified Public Accountants to audit the City's financial statements in accordance with the scope of services and requirements stated herein. The selection of the successful respondent(s) shall be at the City's discretion and shall be made in a prompt manner after the receipt and evaluation of all RFP responses.

Questions regarding this solicitation shall be submitted in writing to bids@citynmb.com no later than 5:00 PM on Wednesday, September 14, 2016. Responses to those questions considered material to the solicitation will be made available as formal addenda to the City's Purchasing website and DemandStar.com. It is the responsibility of prospective respondents to ensure they are aware of all addenda issued relative to this solicitation.

Respondents shall submit **One (1) original complete proposal package, Three (3) duplicate copies of said package and one (1) flash drive**, to the **City of North Miami Beach Procurement Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162** on or before the due date stipulated above. All packages shall be clearly marked "***RFP No. 2016-06 Replacement Curtains for the Julius Littman Performing Arts Theater***. The City will not be responsible in the event the U.S. Postal Service or any other courier system fails to deliver any package by the above referenced deadline. **Late submissions shall not be accepted.**

RFP responses will be publicly opened and firm names read aloud in the City Hall 2nd Floor Council Chambers on the due date/time noted above. The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

Meghan Cianelli Bennett
Purchasing Supervisor
City of North Miami Beach

Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.

SECTION 1.0 GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the work.

Bid: The written offer of a Bidder to perform the work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: Bid Guarantee or bid deposit. The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Every day shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Contract Manager and approved by the City Manager and/or City Council.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: North Miami Beach's City Manager or her designee or duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Council consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of North Miami Beach, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be

determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract work and establishing the date of commencement of the work.

Owner: The term Owner as used in this Contract shall mean the City of North Miami Beach.

Performance Deposit: Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

Plans: The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the work to be done and which are part of the Contract Documents.

Project: The construction and services required by the Contract Documents, which includes all labor, materials, equipment, and services to be provided by the Contractor to fulfill the Contractor's obligations.

Scope of Service: Document which details the work to be performed by the Contractor.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words **"Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

The words **"Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed",** or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

2. VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit bids. Vendors may enroll with the City to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at www.Citynmb.com/Purchasing to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to www.Citynmb.com.

3. CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or bid.

Pursuant to Section 2-11.1(t) of the County Code, all Bid solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer. Such inquiries or request for information shall be submitted to the Chief Procurement Officer and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to bids@Citynmb.com or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this bid between a potential vendor, service provider, bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Council, the City Manager and

his or her staff. All communication regarding this bid should be sent in writing only to the Procurement Management Division at bids@Citynmb.com.

4. BIDDERS RESPONSIBILITIES

Bidders are required to submit their proposals upon the following express conditions:

A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.

B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.

C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable County Ordinances, State Statutes and Federal Statutes.

5. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

A. Our enclosed Bid Proposal Form is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.

B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.

C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.

D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.

E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of North Miami Beach is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not transmit to suppliers to the City in their (supplier) purchases of goods or services, used in work or goods supplied to the City. Contractors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

6. DESCRIPTION OF SUPPLIES

A. Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

B. Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

C. Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

D. Bidders will submit, with their proposal, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

E. The City shall be the sole judge of equality and its decision shall be final.

7. SUBMISSION OF BIDS

A. Bids and Addenda thereto shall be enclosed in sealed envelopes addressed to the Purchasing Supervisor, Meghan Cianelli Bennett, City of North Miami Beach, 17011 NE 19 Avenue, Room 315, North Miami Beach, Florida 33162. The name and address of the bidder, the bid number, the date and hour of the bid opening, and the bid title shall be placed on the outside of the envelope.

B. Bids must be submitted on the forms furnished. **E-mailed and facsimile bids will not be considered.** Bids shall be dated and time stamped in Room 315 prior to bid opening. Bidders shall have sole responsibility of insuring delivery of

bids on time and to the proper location.

C. Bidders requesting a copy of the bid tabulation shall include a stamped, self-addressed envelope.

D. Bids should be submitted in duplicate per the requirements stated herein. Please include in your proposal package a CD or flash drive containing a PDF file of the entire original submission.

8. ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their Bid. Failure to include signed formal Addenda in its Bid shall deem its Bid non-responsive provided, however, that the City may waive this requirement in its best interest.

9. REJECTION OF BIDS

The City reserves the right to reject any or all proposals prior to award. Reasonable efforts will be made to either award the contract or reject all proposals within one hundred and twenty (120) calendar days after proposals opening date.

10. WITHDRAWAL OF BIDS

A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the bid opening.

B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.

C. The City will permanently retain as liquidated damages the bid deposit furnished by any bidder who requests to withdraw a bid after the bid opening.

11. LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be rejected as late.

12. CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Technical Specifications, Proposal Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Proposal Submittal Section.

13. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Chief Procurement Officer by 5:00 PM on Friday, May 22, 2015.

14. INVOICING/PAYMENT

Contractors must submit invoices regularly and for no more than 30-day periods. All invoices should be sent to: City of North Miami Beach, Finance Department, 17011 NE 19 Avenue, 3rd Floor, North Miami Beach, Florida 33162. In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

15. DISCOUNTS

A. Bidders may offer a cash discount for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

B. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

16. COMPETENCY OF BIDDERS

A. Pre-award inspection of the Bidder's facility may be made prior to the award of

contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.

B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

17. NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the City:

Contract Manager
City of North Miami Beach
Attention: Paulette Murphy
Phone: (305) 948-2957
E-mail: paulette.murphy@citynmb.com
and,

To the Chief Procurement Officer
Joel Wasserman, CPPO
Chief Procurement Officer
Procurement Management Division
17011 NE 19th Avenue, Suite 315
North Miami Beach, FL 33162
Phone: (305) 948-2946 Fax: (305) 957-3522
Email: bids@citynmb.com
and,

To the City Attorney
Jose Smith, City Attorney
17011 NE 19th Avenue, 4th Floor
North Miami Beach, FL 33162
Phone: (305) 948-2939 Fax: (305) 787- 6004
Email: jose.smith@citynmb.com

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax numbers and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

18. EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of North Miami Beach. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

19. AWARD OF BID

The Evaluation Committee will make a recommendation based upon a "best value to the City" evaluation. The City reserves the right to award to more than one proposer. The City reserves the right to award contracts on a Primary or Secondary basis. The successful proposer(s) shall be notified in writing of award.

20. BID PROTESTS

The City shall provide notice of its intent to award or reject all bidders by posting such notice on the City's website within two (2) working days after the posted Evaluation Committee meeting.

The bidder must file a notice of protest in writing to the Chief Procurement Officer within three (3) working days after the posting of the notice of the City's intent to award, and shall file a formal written protest within five (5) working days after filing the notice of protest. The notice of protest must be either, hand-delivered and date and time stamped by the Procurement Division, or sent via certified U.S. mail, return-receipt requested. Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of bid.

A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents and evidence.

B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

C. Only a bidder whose bid is timely received and fully complies with all terms and conditions of the bid may protest an award.

D. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; however, the award proceedings shall not be stopped if the City Manager decides the award must continue without delay in order to avoid an immediate and serious threat to the public health, safety, or welfare.

E. Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

A protest shall be reviewed and evaluated administratively and a decision in writing shall be forwarded to the protesting firm. If the protesting firm does not agree with the administrative decision, they may appeal the decision in writing to the City Manager within five (5) working days. The notice of appeal must be either hand-delivered and date and time stamped by the City Manager's Office, or sent via certified U.S. mail, return-receipt requested to the City Manager. The decision of the City Manager will be final and submitted with his/her recommendation to the City Council if the award exceeds $50,000.00.

Any person who files a formal written protest shall post with the Chief Procurement Officer, at the time of filing the formal written protest, a cashier's check made payable to the City of North Miami Beach in an amount equal to (one) 1% percent of the City's estimate of the total amount of the contract or $5,000, whichever is less.

If the decision of the City Manager or designee upholds the action taken by the City, then the deposit becomes nonrefundable and the City shall retain the deposit as payment for a portion of the cost and expense, including but not limited to, time spent by City staff in responding to the protest and in conducting the evaluation of the protest. If the decision of the City Manager or designee does not uphold the action taken by the City, then the City shall return the amount of the cashier's check without deduction, to the person or entity filing the protest.

21. AGREEMENT

An agreement shall be sent to the awarded bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

22. DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

A. Poor performance or default, in the City's opinion, on previous contracts with the City.

B. Poor performance or default, in the City's opinion, on previous contracts with other public entities.

C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

23. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

24. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

25. FRAUD AND MISREPRESENTATION

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

26. COLLUSION

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for

the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

27. MAINTAINING BID STATUS

To be retained on the active bidders list, bidder MUST respond to this Invitation to Bid. To protect your status as an active bidder, please complete and return the last page of the bid proposal form indicating reason for "No Bid" at this time. Three (3) consecutive failures to respond to bid invitations could result in automatic removal from the bidders list.

28. PATENTS AND COPYRIGHTS

It shall be understood and agreed that by the submission of a proposal, the bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

29. PUBLIC RECORDS LAW

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the City shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

30. REQUEST FOR PROPOSAL

Should these "General Conditions" be used in the specifications for a Request for Proposal (RFP) or Request for Qualifications (RFQ) every reference to a "bid" or "bidder" shall be and mean the same as "proposal" or "proposer".

31. EXCEPTIONS TO PROPOSAL

The bidder must clearly indicate any exceptions they wish to take to any of the terms in this Proposal, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the RFP to which the Bidder took exception to (as said term and/or condition was originally set forth on the RFP.)

32. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The contractor shall indemnify and hold harmless the City its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the contractor or its employees, agents, servants, partners, principals or subcontractors. The awarded bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The contractor expressly understands and agrees that any insurance protection required by this contract or otherwise provided by the contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents, and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this contract.

33. COPELAND "ANTI-KICKBACK"
Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

34. CONFLICT OF LAW
If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered into, place where accident arises and not withstanding application of conflicts of law principles.

35. INTERPRETATION OF THE APPROXIMATE QUANTITIES
The bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

36. QUANTITIES
The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the proposal form by the bidder.

37. DELIVERY, INSPECTION & TITLE
Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or services supplied to the City are found to be defective or to not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product at bidder's expense.

38. WARRANTY
Unless otherwise specified, all items proposed by the bidder shall include a warranty covering services, parts and/or labor for a specified period of time. The bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid proposal. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

39. CLAIMS
Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

40. CONTRACT RENEWAL
Any contract or agreement executed in conjunction with the award of a bid may be renewed for additional twelve month periods if agreed to in writing by both parties.

41. MODIFICATION OF CONTRACT
The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

42. SAFETY DATA SHEET (SDS)
Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Safety Data Sheet (SDS) for each substance as a condition of the award of the bid by the City.

43. CONDITION OF MATERIALS AND PACKAGING
All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the proposal page under exceptions to specifications.

44. SAMPLES
Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with bidder's name and manufacturer's brand name and number.

45. PUBLIC ENTITY CRIMES
A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair

of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

46. DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

47. DRUG-FREE WORKPLACE PROGRAM

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

48. SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

49. RESERVED

50. ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

51. GREEN PROCUREMENT POLICY

PURPOSE

The purpose of this policy is to ensure that the City of North Miami Beach departments purchase recycled and other environmentally preferable products whenever the products meet the price and performance requirements of the City.

The City recognizes that the products and services the City buys have inherent social, human, health, environmental and economic impacts; thus the City should make procurement decisions that consider the reduction of its environmental footprint and promote practices that improve human health, and conserve natural resources.

POLICIES

GENERAL POLICIES

The City encourages its Departments and their staff to be innovative and demonstrate leadership by incorporating progressive and best-practice sustainability specifications, strategies and practices in procurement decisions.

Departments shall buy recycled and other environmentally preferable products whenever practicable.

The City shall require its contractors and consultants to use recycled and other environmentally preferable products whenever practicable.

The City shall promote the use of recycled and other environmentally preferable products by publicizing its environmental purchasing policy and its implementation, consistent with this policy.

The City shall communicate its commitment to sustainable procurement by modeling the best product and services choices to citizens, other public agencies and private companies.

The Purchasing Division will take the lead in including environmentally preferable product specifications in bid documents and district contracts, as appropriate.

The City shall aim to maximize the proportion of goods and services that come from local providers with acceptable environmental

practices, thereby reducing the environmental impact of transportation wherever feasible and supporting a sustainable local economy.

The City shall seek opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

The City shall encourage and promote both local and national companies to bring forward emerging and progressive sustainable products and services, by being a consumer of such products and companies.

RESPONSIBILITIES OF THE PURCHASING DIVISION

Preparing or revising bid documents and contract language where necessary to implement this chapter;

Researching opportunities for procurement of recycled and other environmentally preferable products and communicating these to appropriate county departments for evaluation and purchase;

Collecting data on purchases by departments of recycled and other environmentally preferable products; and

Preparing and submitting a report to the City Manager each year by March 31, describing the progress of departments in implementation of the environmental purchasing policy, including the following elements:

A. Quantities, costs and types of recycled and other environmentally preferable products purchased;
B. A summary of savings achieved through the purchase of recycled and other environmentally preferable products;
C. A summary of program promotional efforts; and
D. Recommendations for changes in procurement policies.

RESPONSIBILITIES OF DEPARTMENTS

Assigning appropriate personnel to evaluate opportunities for buying recycled and other environmentally preferable products reflected in federal guidance or communicated by Purchasing Division.

Purchasing recycled and other environmentally preferable products whenever practicable; and

Seeking opportunities to pool purchases with others to enhance markets for environmentally preferable products, to obtain favorable prices, and to reduce waste packaging, transportation, and product cost.

RULES AND REGULATIONS FOR PROCUREMENT OF PAPER PRODUCTS

Departments shall buy recycled or other environmentally preferable paper whenever practicable.

Departments shall use recycled paper for all imprinted letterhead paper and business cards.

Departments shall publicize the City's use of recycled paper by including a recycling logo and an indication of recycled content on all printed material, to the extent practicable.

Departments shall use both sides of sheets of paper whenever practicable.

Departments shall require all contractors or consultants submitting proposals to use recycled paper and use both sides of sheets of paper whenever practicable.

RULES AND REGULATIONS FOR PROCUREMENT OF LUBRICATING AND FUEL OILS

Departments shall purchase environmentally preferable oils whenever practicable.

When departments specify re-refined lubricating oil in procurements, they shall purchase re-refined oil if the price is no more than ten percent higher than the price of non-re-refined oil.

DEFINITIONS

Environmentally Preferable Product: A product that has a reduced negative effect or increased positive effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, fabrication, manufacturing, packaging, distribution, reuse, operation, maintenance, and disposal of the product. This term includes, but is not limited to, recyclable products, recycled products, and reusable products.

EXEMPTIONS

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended end use or are not available at a reasonable price in a reasonable period of time.

GREEN PURCHASING RESOURCES

The Purchasing Division shall maintain and distribute to staff a list of resources and educational materials regarding accessing and purchasing environmentally preferable products. Some of these resources include the following:

A. U.S. Communities Going Green Program is the one-stop source for public agency access to a broad line of responsible purchasing products, services and resources. In addition to comprehensive contracts that offer eco-friendly products, agencies will find a wealth of valuable information and resources that will help lower the environmental impact within the community and will assist in making educated decisions about the products an agency purchases. http://www.gogreencommunities.org/

B. U.S. EPA Environmentally Preferable Purchasing (EPP): http://www.epa.gov/epp/

C. The Responsible Purchasing Network (RPN) is a national network of procurement-related professionals dedicated to socially responsible and environmentally sustainable purchasing. http://www.responsiblepurchasing.org/

D. ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping to save money and protect the environment through energy efficient products and practices. http//www.energystar.gov/

E. Electronic Product Environmental Assessment Tool (EPEAT) is a system to help purchasers in the public and private sectors evaluate, compare and select desktop computers, notebooks and monitors based on their environmental attributes. http://www.epeat.net

ANNUAL REVIEW OF POLICY

The City shall annually review its Green Procurement Policy to evaluate the following: its effectiveness, savings, potential changes, and expansion of policy to reflect national trends and best practices.

52. INSURANCE REQUIREMENTS

The Contractor shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Contractor shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.

2. General Liability Insurance on a comprehensive basis in an amount not less than $1,000,000 per person, $2,000,000 per occurrence for bodily injury and property damage. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.**

3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $1,000,000 per person and $2,000,000 per occurrence. **City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.** Add: Uninsured Motorist Coverage?

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's

Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in the Agreement.
Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

53. CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conferences attendees and other information is available on the Procurement Management Division's "Bid's & RFP's" page, which can be found at: www.citynmb.com/Purchasing.

54. DISCLAIMER

The City of North Miami Beach may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most competitive, shall be submitted to the City of North Miami Beach's City Council, and the final selection will be made shortly thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the bid, which is, in the sole opinion of the City Council of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this bid constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, the lowest responsive and responsible bidder. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

55. CONFIDENTIALITY

As a political subdivision, the City of North Miami Beach is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Contractor acknowledges that the materials submitted with the Bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

56. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

A. Last addendum issued
B. General Terms and Conditions
C. Special Conditions
D. Scope of Services
E. Contractor's Proposal

57. NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

58. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before City's approval of this Contract shall be at the Contractor's risk and expense.

59. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

60. GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to his errors and omissions, and shall promptly correct or replace all such deficient work due to his errors and omissions without cost to City upon the request of the City for five years after the date of acceptance of the project by the City, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for work performed does not constitute a waiver of this guarantee.

61. MANNER OF PERFORMANCE

A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The

Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the City. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

E. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.

F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

62. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

63. AUTHORITY OF THE CITY'S CONTRACT MANAGER

A. The Contractor hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.

C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Contractor and the Contract Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition

precedent to any lawsuit permitted hereunder.

D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

64. MUTUAL OBLIGATIONS

A. The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

B. Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

C. In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

65. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

66. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

67. SUBCONTRACTUAL RELATIONS

A. If the Contractor will cause any part of the Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the

Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

B. The Contractor, before making any subcontract for any portion of the services, will state in writing to the City the name of the proposed subcontractor, the portion of the Services which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.

C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of the Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.

D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed services of the same general type which is required to be performed under the Agreement.

E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under the Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

68. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

69. SEVERABILITY

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

70. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.

B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

C. Contractor acknowledges and agrees that ten dollars ($10.00) of the compensation to be paid by the City, the receipt and adequacy of which is hereby

acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.

E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:

1. Stop work on the date specified in the notice ("the Effective Termination Date");

2. Take such action as may be necessary for the protection and preservation of the City's materials and property;

3. Cancel orders;

4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;

5. Take no action which will increase the amounts payable by the City under the Agreement.

G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:

1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and

2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.

H. All compensation pursuant to this Article is subject to audit.

71. EVENT OF DEFAULT

A. An Event of Default shall mean a breach of the Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;

2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;

3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;

5. The Contractor has failed to obtain the approval of the City where

required by the Agreement;

6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and

7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of the Agreement;

2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

72. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

A. Lost revenues;

B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

73. PATENT AND COPYRIGHT INDEMNIFICATION

A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).

D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The

Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.

E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

74. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of North Miami Beach is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

75. PROPRIETARY RIGHTS

A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under the Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.

D. Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or

entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to,

E. the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

76. VENDOR APPLICATION AND FORMS

Contractor shall be a registered vendor with the City's Procurement Management Division for the duration of the Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of the Agreement, including any option years.

Section 2-11.1(d) of the Miami-Dade County Code as amended by Ordinance 00-1, requires any City employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with the City or any person or agency acting for the City competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with the City of North Miami Beach or any person or agency acting for the City and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render the Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

77. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.

B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.

C. Occupational Safety and Health Act (OSHA) as applicable to this contract.

D. Environmental Protection Agency (EPA), as applicable to this Contract.

E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision 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. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.

G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debarment and Suspension".

H. Florida Building Code (FBC).

I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take

any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

78. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

79. CONFLICT OF INTEREST

The Contractor represents that:

A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.

B. There are no undisclosed persons or entities interested with the Contractor in the Agreement. The Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or

2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.

C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under the Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.

E. In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Contract Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Contractor receives from the Contract Manager in regard to remedying the situation.

80. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and

B. Communicate in any way with any contractor, department, board, agency, council or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and

C. Represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City, except as may be required by law.

81. BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

82. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida.

83. SURVIVAL

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

84. CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

85. ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB he will supply only material or equipment that is 100% asbestos free.

86. VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

87. COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first five years of the contract. Costs for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

88. PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully

complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

89. NO CONTINGENT FEES

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

90. E-VERIFY

Contractor acknowledges that the City may be utilizing the Contractor's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

91. FORCE MAJEURE

The Agreement which is awarded to the successful proposer may provide that the performance of any act by the City or Contractor hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

92. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

93. ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

94. LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Miami-Dade County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

95. SOVEREIGN IMMUNITY

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

END OF SECTION

SECTION 2.0 SPECIAL CONDITIONS

1. COMPETENCY OF PROPOSERS

Proposals shall be considered only from firms that have been continuously engaged in providing products and services similar to those specified herein for a reasonable period and that are presently engaged in the provision of these services. Contract(s) will be awarded only to responsible and responsive Proposer(s) qualified by experience to do the work specified.

The Proposer shall submit, prior to award of Contract, satisfactory evidence of his experience in like work and that he is fully prepared with the necessary organization, capital, and personnel to complete the Scope of Services. Proposer shall be insured, licensed and certified by all applicable local, county, and state agencies.

3. PERFORMANCE OF SERVICES

Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality services shall be acceptable. Services, equipment and workmanship not conforming to the intent of the Agreement or meeting the approval of the City may be rejected.

4. CONTRACT TERM

The City intends to issue a three year initial term with two options to renewal at one year each for a total of five years. Proposing firms shall provide timelines within their proposal packages outlining investment, project and revenue milestones as applicable. Initial contract term and option years, as applicable, will be determined during the negotiation process and shall be specified in resultant agreement.

5. REQUESTS FOR INFORMATION

Any questions regarding the specifications shall be addressed to the Purchasing Supervisor by the deadline stated herein for receiving questions via e-mail at bids@citynmb.com.

Any oral instructions given are not binding. All questions and interpretations will be clarified in writing to all bidders by written addenda. Failure of a bidder to receive and/or acknowledge any addendum shall not release the bidder from any obligations under this bid.

6. SCHEDULE OF EVENTS

The City will use the following tentative time schedule in the selection process. The City reserves the right to change and/or delay scheduled dates.

Event	Date
RFP Available	08/19/16
Pre-Proposal and Mandatory Site Visit Meeting (10:00 am EDT)	09/07/16
Last Date Receipt of Questions (by 5:00 pm EST)	09/08/16
Proposals Due (2:00 pm EST)	09/20/16
Evaluation Committee Review Meetings	September 2016
Oral Interviews with Finalists / Selection of First Ranked Proposer	September 2016
City Council Resolution to Negotiate and/or Award	October 2016

7. VARIATIONS, CONTRADICTIONS AND SUBSTITUTIONS

Any variations from RFP specifications, no matter how slight, including substitutions of products or methods, must be noted and explained fully in a submittal with bid entitled "Exceptions to Specifications". If no exceptions are noted, it shall be understood that the plans and specifications will be adhered to exactly.

Where an "or equal" is specified, the City shall be the sole judge in determining equality. Any deviation from these specifications and/or changes during construction must be approved by the City in writing. If specifications are in contradiction, or if they contain any errors or omissions, bidders shall notify the Procurement Division in writing at least ten (10) working days before the bid opening, or at the pre-bid conference, to allow sufficient time to resolve all discrepancies.

8. VENDOR AS AN INDEPENDENT CONTRACTOR

It is expressly agreed that the Contractor is an independent contractor and not an agent of City. The Contractor shall not pledge or attempt to pledge the credit of City or in any other way attempt to bind the City.

9. PROTECTION OF PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. Any damage done by the Contractor shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Manager or designee.

10. CONTRACTOR'S REPRESENTATIONS

Contractor must familiarize itself with the nature and extent of the Contract Documents, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the services.

Contractor must give Contract Manager written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Contract Manager is acceptable to Contractor.

11. PERSONNEL

Contractor's personnel shall carry photo identification, commercial driver's license, and show same to City personnel at any time upon request. The City reserves the right to request the same of Subcontractors.

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

1. PURPOSE AND INTENT

The City of North Miami Beach, Florida, is requesting proposals from qualified firms to provide replacement curtains for the Julius Littman Performing Arts Theater.

2. DESCRIPTION OF CITY OF NORTH MIAMI BEACH AND JULIUS LITTMAN PERFORMING ARTS THEATER

The City of North Miami Beach is a first-tier suburb in northeastern Miami-Dade County, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community.

The Littman Theater is owned and operated by the City of North Miami Beach and managed by the Leisure Services Department. A theater was a longstanding dream of our small but vibrant City and thanks to the efforts and vision of City officials, the City was able to secure the funds needed to renovate and transform the basketball gym formerly known as Victory auditorium.

In 1994, the newly renovated space opened with the name of North Miami Beach Cultural Center. As the demand for the use of the space grew, a definite direction towards the performing arts was established, thus prompting a change in the name to North Miami Beach Performing Arts Theater. In 2004, the City of North Miami Beach decided to recognize the labor of the former Councilman Julius Littman as the force behind the Theater's existence and renamed the theater the Julius Littman Performing Arts Theater.

The more recent addition of a new wing adjacent to the Theater has opened the opportunity to offer needed meeting space that our area demands. Renovation plans in the future will make the Theater and Conference area even more conducive for major events and performances.

The Littman Theater will continue to provide quality cultural events and activities, as it has become the place where our diverse community comes together to share its passion for the Arts!

3. GENERAL REQUIREMENTS

The City of North Miami Beach is soliciting the services of qualified firms to provide replacement curtains for the Julius Littman Performing Arts Theater.

4. GENERAL BUSINESS REQUIREMENTS AND TECHNICAL SERVICES TO BE PROVIDED (30 POINTS)

1. The proposer shall agree to provide all material, scaffolding, equipment, freight and services necessary for and reasonably incidental to completely furnish, install and operate the replacement curtains. In addition, the proposer shall provide all fabric, fabrication of curtains, hardware, rigging and reconditioning track hardware.

2. The proposer shall agree to provide the following specifications;
    a. Jobsite visit for measurements and inspection is required. (See Table in Section 2.0)
    b. Removal of existing stage curtains, fold neatly (To be disposed of by NMB Staff into NMB dumpsters).
    c. Clean dust off the existing tracks and pipe battens
    d. Replacement of stage drapery, house divider and bleacher curtains
    e. Existing Manually Operated Tracks shall receive all New Sash Cord, Floating Sand Bag Tension Pulleys
    f. New stage drapery and cyclorama curtain
    g. New Manually Operated Tracks with Floating Sand Bag Tension Pulleys that comes with all necessary accessories
    h. Submit samples with full color line for color selections by the City
    i. Flame Resistance: Conforms to National Fire Protection Association (NFPA) #701. The manufacturer only shall treat material for flame resistance. Newly installed drapes; on-site or bidder applied treatments are unacceptable.

MATERIALS

3. Proposer shall agree to provide the Fabric according to the following specifications;

   a. Front setting stage curtains (Lined) shall be fabricated using face fabric, Charisma 25 ounce, 100% Polyester velour Inherently Flame Resistant (IFR) as manufactured by K.M. Fabrics, Inc. or equal as approved by the Architect. Lining shall be 100% Polyester (IFR) BLACK. Fullness shall be 100% Added for both the face and lining. (The ratio of the fabric in pleats to the finished horizontal top dimension of the drapery).

   b. Rear Setting curtains (Unlined) shall be fabricated using Encore 22 ounce, 100% Polyester velour, Inherently Flame Resistant (IFR) manufactured by Milliken & Company or equal as approved by the Architect. Fullness incorporated into the finished drapery shall as listed below.

   c. Cyclorama curtains shall be fabricated using seamless 100% Cotton Bleached White Muslin, Flame Retardant treated (FR) for the sky drop or equal as approved by the architect. No fullness shall be incorporated into the finished drapery. (Note: Provide alternate pricing for upgrade to 100% Trevira Polyester Muslin, Seamless White)

   d. All fabric shall comply with inherently fire resistant (IFR) standards for Velour and Flame Retardant Treated (FR) for Muslin established by state and local authorities and shall comply with NFPA Bulletin 701 requirements. Certification of IFR Velours and FR for Muslin Cyc shall be provided by the fabric suppliers.

4. Proposer shall agree to provide the Drapery according to the following criteria;

   a. All stage drapery shall be replaced with new drapery, manufactured to the same horizontal finished dimensions (measured at the bound top) and the same finished vertical dimensions as the existing stage drapery, unless noted otherwise.

   b. Drapery items listed shall contain the added fullness indicated. Fullness shall be pleated at 8 to 12 inch centers to heavy 3 ½ inch poly webbing with number 3 grommets and S hooks, or grommets and tie lines, placed at the pleats as required. Half-width turn backs for front curtain shall be provided at both the on-stage edges and off stage edges.

   c. Bottom hems of all valances and borders, shall be 3 inches deep. Side hems shall be 2 inches. Bottom hems of the front curtain shall be 6 inches deep and contain no chain weighting. Bottom hems of all other curtains shall be 6 inches deep and contain a #8 jack chain weight encased in a separate canvas pocket, steel weight tape is also acceptable (Lead Weight Tape is not ACCEPTABLE). For Cyclorama curtain, provide a bottom "Lined" pipe pocket within bottom hem with sewn slits 10' on center on back side and open ends with Velcro closures.

5. Proposer shall agree to provide the following schedule of new stage drapery to be furnished and installed:

   a. Proper Curtain Measurements and understanding of complete scope of work are the responsibility of the proposer stage curtain contractor for both bidding, fabrication and installation.

ITEM	SECTIONS	FABRIC	FULLNESS

   b. Front Setting: *"Replacement Curtains" to existing hardware*

1. Main Valance	1 each	25 oz. IFR velour (Lined)	100%
2. Main curtain	1 pair bi-part	25 oz. IFR velour (Lined)	100%
3. Tormentors	2 pair	25 oz. IFR velour (Lined)	100%

   a. Upper House Divider Curtains: *"Replacement Curtains"* on existing motorized track to receive all new

ADC #3529 Wire Center Cable.

1. Outer Pair	1 Pair "Double Faced"	25 oz. IFR velour (Self Lined)	100%
2. Inner Pair	1 Pair "Double Faced"	25 oz. IFR velour (Self Lined)	100%

b. Upper House Aisle Curtains: *"Replacement Curtains"* on existing pipe battens

1. Mid-House	2 each "Double Faced"	25 oz. IFR velour (Self Lined)	100%

c. Bleacher Side Masking Curtains: *"Replacement Stationary Curtains"* with Velcro heading attachment to existing bleacher Velcro Strips including 3 each Velcro Strips within reach to keep curtains overlap

1. Bleacher Curtains	11 Pairs Overlapping	25 oz. IFR velour (unlined)	50%

d. Rear Setting: *"Replacement Curtains"* (Note: Rear Setting Tracks to receive all new sash cords and ADC #FSBTP-3 floating sand bag pulleys).

1. Borders	1 each		22 oz. IFR velour	50%
2. Leg curtains	4 pair		22 oz. IFR velour	50%
3. Mid-Stage curtain	1 pair	bi-part	22 oz. IFR velour	50%
4. Rear curtain	1 pair	bi-part	22 oz. IFR velour	50%
5. Cyc drop	1 each		Muslin 100% Cotton FR	0%

(Pricing Alternate: Cyc Drop Upgrade to 100% Trevira Polyester Muslin, White, Seamless)

e. Rear Setting: *"New Curtains and ADC #270 BeSteel (STEEL) Track"* Hardware complete with all necessary accessories for manual cord operation including #FSBTP-3 floating sand bag pulley and #1715BL – 1.5" Pipe Clamps (Black) and CPS-2BL Center Pipe Support #2 to attach to existing pipe battens. Note: 2 each Downstage Borders of existing projection screen are on new Bi-part tracks so that projected image on screen is not blocked.

1. Borders	2 pairs bi-part on #270	22 oz. IFR velour	50%
2. Border	1 each on existing pipe batten	22 oz. IFR velour	50%
3. Cyc drop	1 each one way on #270	seamless IFR muslin	0%

(Pricing Alternate: Cyc Drop Upgrade to 100% Trevira Polyester Muslin, White, Seamless)

f. Roll Up Door Masking Curtain: Fabric: 25oz IFR Velour (unlined) Box Pleated with 50% added fullness, Color: TBD. Roll Up Door Masking Curtain: 1 each One Way Stack Left (with Left Hand Return Back to Wall) to cover the complete door height and full width, plus enough clearance past door lift chain. Track: ADC # 273 Walk-along, with wall mounted brackets above Roll-Up Door Housing, with track height to clear recessed wall "nook" on the adjacent right hand wall, complete installed

g. Finish Requirements:

1. All items furnished under this section shall have the manufacturer's standard finish and color, except as noted.

2. All drapery shall be trimmed, leveled, and left ready for use.

3. Proposer shall agree to commence fabrication of stage drape and other related items within six

(6) weeks from date of receipt of a purchase order issued pursuant to this RFP and to complete installation hereunder by eight (8) weeks from the date of receipt of purchase order, for that given job. If this schedule cannot be met, indicate timeframe you propose on bid sheet.

4. The successful vendor shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of one (1) year from the date of acceptance by the City. Should any defect in material or workmanship, with the exception of ordinary wear and tear, appear during the warranty period, the successful proposer shall repair or replace same at no cost to the City, immediately upon written notice from the City.

5. The vendor shall address unsatisfactory work within 48 hours of notification by City.

5. **QUALIFICATIONS OF PROPOSER INCLUDING EXPERIENCE AND PAST PERFORMANCE (30 POINTS)**

1. State the full name and address of Proposer's organization and, if applicable, the branch office or other subordinate elements that will perform or assist in the services required in this RFP. Indicate whether Proposer's organization operates as an individual, partnership, or corporation, include the state in which it is incorporated or otherwise organized to conduct business. If applicable, list all subcontractors; include each firm's name, address, contact person, complete description of the work to be subcontracted, and descriptive information concerning subcontractor's organization and abilities. The company must be authorized by Florida to do business in Florida. Provide a brief history of Proposer's firm. If Proposer has done business under any other name, please identify. It is desired that the Proposer(s) have at least five (5) years of experience.

2. Provide a listing of the company's officers and/or principals

3. Describe the Proposer's qualifications to provide the scope of services requested in this RFP including relevant prior experience and qualifications.

4. Provide a description of the company's geographical service areas, including national, regional, and local offices. The company must be authorized by Florida to do business in Florida.

5. Proposer shall provide at least five (5) current references with comparable services to those requested in this RFP. The references shall be provided using Proposer References Form of this RFP and shall include all of the requested information. Proposer shall also provide references, preferably within the State of Florida.

6. Identify all complaints filed with the State Department of Consumer Affairs, Better Business Bureau, any other agency maintained for consumer protection, or in any Florida court, state or federal, against your company within the last five (5) years that concerned in any manner your delivery of the kinds of services requested in the RFP. Provide disposition of each.

7. Please provide information related to any open audits, issues, lawsuits, pending mergers, or concerns that the company is currently experiencing. If the matters are deemed confidential, please provide as much detail as possible.

END OF SECTION

ROSE BRAND

Rose Brand Wipers, Inc.
Corporate Headquarters:
4 Emerson Lane
Secaucus, NJ 07094

Florida Location:
Swag Décor a Rose Brand Company
3601 Vineland Road, Suite 10
Orlando, FL 32811

Rose Brand Wipers, Inc. has been in business for over 85 years. We are the industry leader in the fabrication of flame retardant stage draperies. We manufacture drapes that are used world wide.

In August of 2015 Rose Brand Wipers, Inc. acquired Swag Décor of Orlando, Florida. After the acquisition Rose Brand hired a full time Technical Projects Manager for the Orlando location, Bob Casey. It will be Bob Casey along with additional personnel from the Orlando location that will facilitate the installation of this project. Bob has over 20 years of experience in event production and theatrical installations.

The drapes themselves will be fabricated in our Secaucus, NJ or Sun Valley, CA sewing facilities. Between the two facilities there are approximately 100 full time staff in just the sewing operations. Overseeing the entire project will be Eyan Gottlieb, a Sales Account Manager at Rose Brand with 10 years of experience with the company overseeing similar projects.

State of Florida
Department of State

I certify from the records of this office that ROSE BRAND WIPERS, INC. is a New York corporation authorized to transact business in the State of Florida, qualified on October 23, 2015.

The document number of this corporation is F15000004717.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on July 11, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of July, 2016

Ken Detzner

Secretary of State

Tracking Number: CC8845339013

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

SECTION 4.0 PRICE PROPOSAL (25 Points)

1. Proposer's price must be submitted on the following schedule. There is no exception allowed to this requirement. Proposers are requested to fill in the applicable blanks and make no other marks. The price must include all expenses (including but not limited to training, travel and living expenses.) associated with delivering the services under this RFP. There will be no separate reimbursement for such expenses under this fee arrangement. These costs shall not be included as separate line items within the Proposer's Total Proposed Price. The pricing structure must be based on the services to be performed according to Section 2.0 and 3.0 of this RFP as a total blended rate.

2. Scores by the Evaluation/Selection Committee will be based on Section 4.0, which includes the total cost of the proposed services.

3. Proposer must complete this section in its entirety, and may supplement this section with additional pages as to provide the City with a more detailed breakdown, backup and/or options of related cost associated with the services being solicited in this solicitation. The Total Cost for the solution provided must be a turnkey cost inclusive of but not limited to travel and living expenses.

4. The City will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.

5. Table 1 – PROPOSED PRICE (Items 1-12 Replacement Curtains and Items 13-17 New Curtains and ADC #270 BeSteel (STEEL Track)

Item	Est. Qty Unit	Description (Material & Installation)	Manufacturer & Model # offered	Unit Price	Extended Price
1.	1 each	Main Valance, as specified including hardware		$ 4,010.00	$ 4,010.00
2.	1 pair bi part	Main Curtain, as specified including hardware		$ 8,935.00	$ 8,935.00
3.	2 pair	Tormentors, as specified including hardware		$ 4,620.00	$ 9,240.00
4.	1 pair double faced	Outer Pair, as specified including hardware		$ 6,693.10	$ 6,693.10
5.	1 pair double faced	Inner Pair, as specified including hardware		$ 6,693.10	$ 6,693.10
6.	2 each double faced	Mid House, as specified including hardware		$ 997.50	$ 1,995.00
7.	11 pairs overlapping	Bleacher Curtains, as specified including hardware		$ 428.65	$ 4,715.15
8.	1 each	Borders, as specified including hardware		$ 1,345.00	$ 1,345.00

9.	4 pair	Leg Curtains, as specified including hardware		$ 1,686.24	$ 6,744.96
10.	1 pair bi part	Mid Stage Curtain, as specified including hardware		$ 3,315.00	$ 3,315.00
11.	1 pair bi part	Rear Curtain, as specified including hardware		$ 3,285.00	$ 3,285.00
12.	1 each	Cyc Drop, as specified including hardware		$ 2,915.00	$ 2,915.00
13.	1 each	ADC #270 BeSteel STEEL Track, as specified including hardware		$ 5,778.45	$ 5,778.45
14.	2 pairs bi part	Borders, as specified including hardware		$ 1082.50	$ 2,165.00
15.	1 each	Border, as specified including hardware		$ 1,765.00	$ 1,765.00
16.	1 each	Cyc Drop, as specified including hardware		$ 2,785.00	$ 2,785.00
17.	1 each	Roller Door Curtain, including hardware		$ 1,645.00	$ 1,645.00
				Total	$ 74,024.76

Remember to include color chart or swatch book per Stage Drape Specifications

[Signature is required at the end of this Section 4.0]

Signature of Official: Eyan Gottlieb

Name (typed): Eyan Gottlieb

Title: Sales Account Manager

Firm: Rose Brand Wipers, Inc.

Date: 9/19/16

END OF SECTION

SECTION 5.0 PROPOSAL SUBMISSION AND FORMAT

Respondents shall submit One (1) original complete proposal package, Three (3) duplicate copies of said package and three (3) flash drive or CD copy, to the City of North Miami Beach Procurement you
Management Division – Attention: Purchasing Supervisor, Meghan Cianelli Bennett, 17011 N.E. 19th Avenue, 3rd Floor, North Miami Beach, FL 33162 on or before the due date stipulated above. All packages shall be clearly marked "2016-06 – Replacement Curtains for Julius Littman Performing Arts Theater."

Proposal packages shall be clearly divided using the below format with tabs and titles indicating sections as prescribed:

A) SCOPE OF SERVICES PROPOSED
Clearly describe the scope of services available. Include details of your firm's general approach, proposed solution and a timeline of major events.

B) OVERALL BUSINESS APPROACH / INVESTMENT / PROPOSED FINANCIAL PLAN
This section of the Proposal should provide information as to the overall business approach to the outlined scope of services. The City seeks a firm with substantial capital investment capability and a sound financial plan detailing facility sustainment spanning at least 15 years.

C) FIRM QUALIFICATIONS AND EXPERIENCE
This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to the firm-wide experience and expertise in the provision of services requested herein.

D) EXPERIENCE OF KEY PERSONNEL
This section must also identify the contact person and supervisory personnel who will be assigned to perform the work dictated by the contract. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work.

E) FIRM'S RESOURCES AND EXPERIENCE WITH GOVERNMENTAL ENTITIES
This section should identify the materials, equipment and any other external resources available to the Proposing firm that are proposed to carry out the scope of services. If agreements with other third-party firms/solutions are to be recommended/required, they shall be detailed in this section to include any impact on timeline and price.

F) CLIENT REFERENCES
Proposer shall provide information that documents its ability to successfully and reliably perform the types of services required in this RFP. At a minimum, the Proposer shall provide the following:

- Demonstration that the Proposer, or the principals assigned to the project, has successfully completed services similar to those specified in the scope of services to at least two (2) entities. For each reference, include the name, title, telephone number, fax number and email address of a representative who can verify satisfactory performance.
- Does your firm have other contracts for the services specified herein in Miami-Dade, Broward and Palm Beach counties? If yes, how many? How many other contracts does your firm have in the Southeast United States?
- What other contractual commitments do your key subcontractors (as applicable) have in the Miami-Dade, Broward and Palm Beach County area?
- List of all pending lawsuits involving the corporation, partnership or individuals with more than ten percent (10%) interest that are related to the services to be provided under this RFP.
- List of all judgments from lawsuits in the last three (3) years involving the corporation, partnership or individuals.

G) REQUIRED FORMS, ATTACHMENTS AND VALUE-ADDED BENEFITS

- All required Section 7.0 forms, attachments, licenses and certificates of insurance – shall be included in a labeled section.
- Discuss value-added benefits that set your firm apart including unique service offerings, use of technology, community services, etc. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

END OF SECTION

SECTION 6.0 EVALUATION CRITERIA

1. EVALUATION METHOD AND CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee to be designated by the City Manager or her designee. A recommendation for award will be submitted to the City Manager for final approval. 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 only to responsible, licensed 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.

2. 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:

	Evaluation Criteria	Available Points 100
1.	General Business Requirements and Technical Services Proposed (Section 3.0.4 – 19 Requirements)	30
2.	Qualifications, Experience, and Past Performance (Section 3.0.5 -	30
3.	Total Cost of Proposed Services (Section 4.0)	25
4.	Experience with Governmental Entities	5
5.	Client References	10

3. The above is provided to assist the Respondents in the allocation of their time and efforts during the submission process. The criterion also guides the Selection Committee during the shortlisting and final ranking of Respondents by establishing a general frame work for those deliberations. During the evaluation process, City reserves the right, where it may serve the City of North Miami Beach's best interest, to request additional information or clarification from Respondents.

4. 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. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance by appearing before the Evaluation Committee. The Respondent's Project Manager shall be the sole presenter. The Evaluation Committee will then re-rank the finalist's proposals. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the Committee will re-evaluate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

5. NEGOTIATIONS

Contract(s) may be awarded on the basis of offers received, without discussion. Therefore, proposals should contain the Proposer's best terms. Following the evaluation, ranking, and if deemed necessary facility site visits and/or oral presentations, the Evaluation Committee will recommend that a contract be negotiated with the highest ranked responsive and responsible Proposer. Pursuant to Paragraph 1(c) of Section 287.057, Florida Statutes, the City may select one or more vendors within the competitive range with which to commence negotiations. The City

may enter into contract negotiations with the recommended Proposer or take such other action as it deems to be in the best interest of the City.

6. CONTRACT AWARD

The City of North Miami Beach reserves the right to waive formalities in any response and further reserves the right to take any other action that may be necessary in the best interest of the City. The City further reserves the right to reject any or all responses, with or without cause, to waive technical errors and informalities or to accept the response which in its judgment, best serves the City of North Miami Beach.

Any contract, as a result of this RFP, will be submitted to City Manager for considerations and may be submitted to the City Council for their approval. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the City to be in the best interest of the City. The City's decision to make the award and which proposal is in the best interest of the City shall be final.

END OF SECTION

SECTION 7.0 REQUIRED FORMS

STATEMENT OF "NO" PROPOSAL

If your company will **not** be submitting a Proposal in response to Request for Proposals, please complete this Statement of "No" Proposals Sheet and return, prior to the RFP Due Date established within, to:

The City of North Miami Beach
Procurement Management Division, Room 315
17011 NE 19th Avenue
North Miami Beach, Florida 33162

This information will help the City of North Miami Beach in the preparation of future Bids and RFP's.

Bid/RFP/RFQ Number: _____ Title _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	**Reasons for "NO" Proposal:**
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Insufficient time to respond to the RFP.
	Our schedule would not permit us to perform.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

_____

_____

_____

_____

7.1 ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS RFP.

Addendum #1, Dated 9/16/16

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.

FIRM NAME: Rose Brand Wipers, Inc

AUTHORIZED SIGNATURE: _____ **DATE:** 9/20/16

TITLE OF OFFICER: Sales Account Manager

7.1A PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

	NAME	ADDRESS
President	George Jacobstein	
Vice-President	Josh Jacobstein	
Secretary		
Treasurer		
Registered Agent		

The full names and residences of stockbrokers, persons, or firms interested in the foregoing Proposal, as principals, are as follows:

N/A

Post Office Address

PROPOSER:

Rose Brand Wipers, Inc
(CORPORATE NAME)

george.jacobstein@rosebrand.com
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS

Is this corporation incorporated in the State of Florida?

ATTEST: _____
SECRETARY

YES [ ] NO [X]

If no, give address of principal place of business: 4 Emerson Lane
Secaucus, NJ 07094

7.2 PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, partners or firms interested in the foregoing Proposal, as principals, are as follows:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

PROPOSER

_____
(FIRM NAME)

Witnesses:

(SEAL)

_____
SIGNATURE AND E-MAIL ADDRESS

_____
PRINT NAME

_____
Title (Sole Proprietor or Partner)

Post Office Address:

_____

_____
TELEPHONE

CITY in which fictitious name is registered.

_____
Attach a copy of proof of registration

7.3 DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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's 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 employee that, as a condition 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 a 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.

[signature] Eyen Gottlieb

VENDOR'S SIGNATURE PRINTED NAME

Rose Brand Wipes, Inc.

NAME OF COMPANY

7.4 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of North Miami Beach policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the City of North Miami Beach has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

[signature]	Eyn Gottlieb
SIGNATURE	PRINTED NAME
Rose Brand Wipers, Inc	Sales Account Manager
NAME OF COMPANY	TITLE

Failure to sign this page shall render your bid non-responsive.

7.5 SOURCE OF INFORMATION

How did you find out about this solicitation? Check all that applies.

1. www.Citynmb.com	☒	
2. www.demandstar.com	☒	
3. Daily Business Review	☐	
4. The Miami Herald	☐	
5. Referral/word-of-mouth	☐	Specify Source: _____
6. Search Engine/Internet search	☐	
7. E-mail, newsgroup, online chat	☐	Specify Source: _____
8. Banner or Link on another website	☐	
9. Flyer, newsletter, direct mail	☐	Specify Source: _____
Other	☐	Specify Source: _____

Please note: This survey form is used for internal Procurement purposes only.

7.6 INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the City Council, the City of North Miami Beach and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

Evan Gottlieb _____ 9/20/16
Proposer's Name Signature Date

STATE OF ~~FLORIDA~~ New York
COUNTY OF ~~MIAMI-DADE~~ ORANGE

SWORN TO AND SUBSCRIBED before me, the under signed authority,

Evan Gottlieb who, after first being sworn by me, affixed his/her
[name of individual signing]
signature in the space provided above on this 19th day of September, 2016

_____
NOTARY PUBLIC

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

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

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

1. This sworn statement is submitted to the **CITY OF NORTH MIAMI BEACH, FLORIDA**

   By: Eyn Gottlieb Sales Account Manager
   (print individual's name and title)

   For: Rose Brand Wipes, Inc
   (print name of entity submitting sworn statement)

   whose business address is: 4 Emerson Lane, Secaucus, NJ 07094

   and (if applicable) its Federal Employer Identification Number (FEIN) is: 13-5673261
   (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____*).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

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

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

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in 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 prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

6. Based on information and belief, the statement, which I have marked below, is true in relations 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 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 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 19th day SEPTEMBER, 2016

Personally known EVAN GOTTLIEB
OR _____ Name of Notary _____
Produced identification _____ Notary Public – State of NEW YORK

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

7.8 ANTI-KICKBACK AFFIDAVIT

STATE OF ~~FLORIDA~~ NEW YORK }
COUNTY OF ORANGE } SS:

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 North Miami Beach, 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: Sales Account Manager

Sworn and subscribed before this

19 day of SEPTEMBER, 2016

_____
Notary Public, State of ~~Florida~~ NEW YORK

_____
(Printed Name)

My commission expires: _____

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

7.9 NON-COLLUSIVE AFFIDAVIT

STATE OF ~~FLORIDA~~ New York }
SS:
COUNTY OF ORANGE }

Eyan Gottlieb being first duly sworn, deposes and says that:

a) He/she is the Representative, (Owner, Partner, Officer, Representative or Agent) of Rose Road Video, Inc. the Proposer that has submitted the attached Proposal;

b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

c) Such Proposal is genuine and is not collusive or a sham Proposal;

d) 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 Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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;

e) The price or prices quoted in the attached Proposal 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.

Signed, sealed and delivered in the presence of:

Witness

Witness

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

By: _____

Eyan Gottlieb
(Printed Name)

Sales Account Manager
(Title)

ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ New York }
SS:
COUNTY OF ORANGE }

BEFORE ME, the undersigned authority personally appeared EVAN GOTTLIEB to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that EVAN GOTTLIEB executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 19th day of SEPTEMBER, 2016

My Commission Expires:

Notary Public State of Florida at Large

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

7.10 PROPOSER QUESTIONNAIRE

1. Today's Date: 9/20/16
2. Name of Company Submitting Proposal: Rose Brand Wipes, Inc.
3. How many years has your firm been in business under its present business name?: 85
3. Under what other former name(s) has your firm operated?: N/A

4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: (No) Yes If yes, please explain: _____

5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: (No) Yes
If yes, please explain: _____

6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: (No) Yes
If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary: _____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration. _____
Florida Busines Certificate - F15000004717

8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):
Brent Porter - Sewing Room Manager - 30 + years experience
Bob Casey - On-site supervisor - 20 + years experience

9. State the name and title of the individual who will have personal management of the work: _____
Eyan Gottlieb - Sales Account Manager - 12 + years experience

10. State the name and address of attorney, if any, for the firm: N/A

11. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual: George Jacobstein

12. State the names, addresses and the type of business of all firms that are partially or wholly owned by Proposer: N/A

13. Bank references:

BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE NUMBER
JP Morgan Chase	New York, NY 10017	212-270-1832

14. Firm has attached a current Certificate of Liability Insurance? Yes (No) - Available Upon request

15. Litigation/Judgements/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgements and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. None

16. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF NORTH MIAMI BEACH OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 112.3135, *FLORIDA STATUTES*, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR'S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

Name N/A Relationship

Rose Brand Wipers, Inc.
FIRM NAME

SIGNATURE OF AUTHORIZED AGENT

Eyan Gottlieb Sales Account Manager
NAME & TITLE, TYPED OR PRINTED

STATE OF NEW YORK)
) SS
COUNTY OF ORANGE)

The foregoing instrument was sworn to and subscribed before me this 19th day of September, 2016 by Evan Gottlieb who is personally known to me or produced _____ as identification.

NOTARY PUBLIC, State of NEW YORK Commission No.: _____

Print Name: _____ Commission Expires: _____

SEAL

(if Corporation)

MITCHELL GOTTLIEB
Notary Public, State of New York
No. 01GO6086429
Qualified in Orange County
Commission Expires January 21, 2019

ROSE BRAND WIPERS, INC CORPORATE SEAL 1929 NEW YORK

Form 7.11

PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: Rose Brand Wipers, Inc.

Client Name: North Dakota State University

Address: 12th Ave and Bolley Dr
Fargo, ND 58108

Client Contact name: Ana Rusness-Peterson

Title: Technical Director

Phone number: 701-231-9442

Email: ana.rusness@ndsu.edu

Duration of Client Relationship:

Date Started: 5/02/15 Date Ended: 9/25/15 for 1 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Furnish & Install new stage drapes - $77,000.00

Furnish new stage drapes - $23,000.

Multiple venues.

Form 7.11

PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: Rose Brand Wipers, Inc.

Client Name: University of Southern Indiana

Address: Po Box 18158
Evansville, IN 47719

Client Contact name: Eric Cope

Title: Lighting Designer

Phone number: 812-228-5126

Email: ebcope@usi.edu

Duration of Client Relationship:

Date Started: 11/6/14 Date Ended: 2/20/15 for 1 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Furnish & Install Drapery & Track - $50,000.00

Form 7.11

PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: Rose Brand Wipers, Inc.

Client Name: Indian River CSD

Address: 32735B Co. Rt 29
Philadelphia, NY 13673

Client Contact name: Noah Prior

Title: Facilities Manager

Phone number: 315-642-0338

Email: nprior@mail.ircsd.org

Duration of Client Relationship:

Date Started: 6/27/13 Date Ended: 8/7/13 for 1 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Removed existing stage drapes and installed new drapes. Total value - $50,000.

Form 7.11

PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: Rose Brand Wipes, Inc.

Client Name: City of Tulsa

Address: 175 East 2nd Street Suite 875
Tulsa, OK 74103

Client Contact name: Darla Harvey

Title: Senior Buyer

Phone number: 918-596-7553

Email: darla.harvey@cityoftulsa.org

Duration of Client Relationship:

Date Started: 6/21/13 Date Ended: 8/10/13 for 1 Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Furnished new stage curtains
Approximate value $36,000.

Form 7.11

PROPOSER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Proposer / Sub vendor and the client. If deemed necessary, a possible site visit will be conducted, at the sole expense of the City, to affirm the validity of the recommended vendor or solution desired.

Prime Proposer/Sub Vendor: Rose Brand Wipers, Inc.

Client Name: University of Houston

Address: 8040 Bendell Dr.
Houston, TX 77017

Client Contact name: Jason Burton

Title: Purchaser

Phone number: 713-743-3431

Email: jburton@uh.edu

Duration of Client Relationship:

Date Started: 4/9/13 Date Ended: On going for 3+ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and vendors role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

Furnished all new stage drapes.

Total value $60,000.

On going hardware & drapery needs

SECTION 8.0 SAMPLE AGREEMENT

AGREEMENT XX-2016-XX-XX
FOR REPLACEMENT CURTAINS FOR JULLIUS LITTMAN PERFORMING ARTS THEATER
BETWEEN THE CITY OF NORTH MIAMI BEACH AND XXXXXXXXXX.

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between the **CITY OF NORTH MIAMI BEACH**, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and **XXXXXXXXXXXX** having its principal office at XXXXXXXXXXXXXXXXXXXXXX, hereinafter referred to as the "CONTRACTOR".

RECITALS

WHEREAS, the CITY has determined that it is in its best interest to purchase, XXXXXXX titled **XXXXXXXXXXXXXXXXXX**, attached hereto as **Exhibit "A"** and made a binding part hereof by this reference, hereinafter referred to as "XXXXXXXXXXXXXXX," which was competitively solicited and negotiated by CITY OF NORTH MIAMI BEACH; and

WHEREAS, the CONTRACTOR has exhibited by its response to **RFP 2016-06** that it is capable of providing the required services and agrees to provide the required services to the City of North Miami Beach, and provide services tailored to the CITY as delineated in proposal attached hereto **Exhibit "B"**; and

WHEREAS, the CITY desires to engage the CONTRACTOR for provision of work with respect to xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx on an as needed basis, and related services, as specified herein, from a source(s) of supply that will give prompt and efficient service fully compliant to the terms and conditions of this Agreement; and

WHEREAS, the CITY shall be afforded all of the rights, privileges and indemnifications afforded under the Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to the CITY under this Addendum and Agreement including, without limitation, CONTRACTOR's obligation to provide insurance and certain indemnifications to.

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 on _____2016 and continue through.

The CITY MANAGER or designee reserves the right to renew this Agreement in one (1) year increments for up to an additional one (1) year.

SECTION 2. NOTICE.

2.1 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:

Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315
North Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Facsimile No. (305) 957-3522

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

CONTRACTOR:

SECTION 3. MODIFICATION.

3.1 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 4. FUND AVAILABILITY AND USE OF CONTRACTOR.

4.1 Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Pricing Options and Program Specific Terms and Conditions listed herein.

4.2 In the event the CITY is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The CONTRACTOR shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

SECTION 5. INDEMNIFICATION.

5.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONTRACTOR agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees 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 or other wrongful conduct of CONTRACTOR, agents or other personnel entity acting under CONTRACTORS'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 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.

SECTION 6. GOVERNING LAW.

6.1 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.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Attest: _____
Corporate Seal/Notary Public

CITY OF NORTH MIAMI BEACH

By: _____
Ana M. Garcia, City Manager

Date: _____

Attest: _____
Pamela Latimore, City Clerk

Approved as to form and legal sufficiency:

_____
Jose Smith, City Attorney