



**REQUEST FOR  
PROPOSALS**

**GRANT WRITING SERVICES FOR THE  
TOWN OF SURFSIDE**

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**RFP 2014-009**

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## **PUBLIC NOTICE**

**NOTICE IS HEREBY GIVEN** that the Town of Surfside (TOWN) is soliciting proposals to provide grant writing services for the TOWN. It is the intention of the TOWN to secure grant writing services on a contractual basis. Interested firm/individuals (“VENDOR”) may pick-up a copy of Request for Proposals (RFP) No. 2014-009 to be issued on October 28, 2014 at Town of Surfside Town Hall 9293 Harding Avenue, Town Clerk’s Office, Second Floor, Surfside, Florida, 33154. The RFP contains detailed and specific information about the scope of services, submission requirements and selection procedures.

Provide ten (10), with one (1) marked “Original” containing all original documents of the required response to the RFP and two (2) electronic copy (in PDF or Word format) on electronic media (CD-R/flash drive) of the completed and executed Submissions must be delivered to the following address no later than **December 2, 2014 at 2:00 pm.**

**Town of Surfside Town Hall  
9293 Harding Avenue, Town Clerk’s Office  
Second Floor  
Surfside, Florida, 33154**

The envelope containing the sealed Proposal must be clearly marked as follows:

**“SEALED PROPOSAL”  
RFP NO. 2014-009 GRANT WRITING SERVICES FOR TOWN OF SURFSIDE  
TIME: 2:00 PM, DATE: DECEMBER 2, 2014.**

The TOWN intends to enter into an agreement with the successful VENDOR to provide grant writing services for the TOWN.

The contract will be awarded by the TOWN to the VENDOR whose proposal best serves the interests of, and represents the best value to the TOWN in accordance with the criteria set forth in the attached Agreement.

The TOWN reserves the right to accept no late submissions. Late submitted proposals is in the sole discretion of the Town Manager or his designee. In addition, the TOWN reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the proposal which best serves the interest of and represents the best value to the TOWN.

Any questions regarding RFP No. 2014-009 are to be directed in writing to Sandra Novoa, CMC, Town Clerk, at the following address: 9293 Harding Avenue, Second Floor, Surfside, Florida 33154. Alternatively, any questions may be sent via email to: [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov).

All questions or clarifications concerning the proposal specifications must be received by Sandra Novoa, C.M.C. Town Clerk no later than November 14, 2014.

**RFP packages may be obtained from the Office of the Town Clerk, Town of Surfside, 9293 Harding Avenue, Surfside, Florida 33154 at no cost, and are also available at [www.townofsurfsidefl.gov](http://www.townofsurfsidefl.gov).** For further information, please contact Sandra Novoa, CMC, Town Clerk, at 305-861-4863 Ext. 226.

### **Town Commission Meeting**

The awarded VENDOR will be required to appear before the Town Commission to answer questions about their proposed solution or submittal package.

**Contract Cost**

The TOWN requires an all-inclusive contract cost for all functions and duties generally required and as outlined in this RFP, including but not limited to, labor, researching, drafting, meetings, and training, etc.

**Additional Charges**

No additional charges, other than those listed on the pricing forms shall be made. Prices quoted will include all aspect of grant writing from meetings, training, travel charges, applicable taxes, research, soliciting, writing and acquisition of the municipal grant.

**Preparation of Proposals**

Proposals shall be prepared in accordance with the proposal response format in Section IV of the Scope of Services and Sections VI-IX. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis. Discrepancies may be waived when deemed in the TOWN's best interest. Electronic copies of this proposal and relevant attachments are provided to facilitate the preparation of your response.

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the VENDOR. Neither the TOWN nor its employees or representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the VENDOR to determine the full extent of the exposures.

In addition, VENDOR will receive no reimbursement for its expenses in preparing a submittal, or travel expenses to visit the site or if the TOWN requests additional written information or oral presentations. The TOWN shall not be liable for any costs, fees, or expenses incurred by any VENDOR in responding to this RFP, or subsequent inquiries or presentations relating to its response.

**List of Town Administrators**

<b>1.</b>	<b>TOWN MANAGER</b>
	<b>Michael Crotty, Town Manager</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>
<b>2.</b>	<b>FINANCE DIRECTOR</b>
	<b>Don Nelson</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>
<b>3.</b>	<b>TOWN CLERK</b>
	<b>Sandra Novoa, CMC</b>
	<b>9293 HARDING AVENUE</b>
	<b>SURFSIDE, FL 33154</b>
	<b>(305) 861-4863</b>

**Town of Surfside, Florida****REQUEST FOR PROPOSAL NO. 2014-009  
GRANT WRITING SERVICES FOR SURFSIDE, FLORIDA.****1.1 INTRODUCTION**

The Town of Surfside, Florida (TOWN) a municipality located in Miami-Dade County, Florida, requests qualified VENDOR to submit proposals to provide grant writing services as needed in Surfside, Florida.

**1.2 BACKGROUND**

The TOWN is a residential beach community located in Miami-Dade County. The major services are Public Safety; Parks and Recreation; Building and Zoning; Administration/Finance; Legal, Public Works, Tourism, Economic Development and Community Services. Additional information about TOWN is available at the TOWN Website: <http://www.townofsurfsidefl.gov/>.

**1.3 SCOPE OF SERVICES**

The TOWN invites Requests for Proposals (RFP) from qualified VENDORS for grant writing services. Contracts may be awarded to more than one firm or individuals. The intent of this RFP is for qualified VENDORS to apply for grants on behalf of the TOWN which address documented needs associated with service delivery and necessary capital infrastructure improvements; environmental or "Green" initiatives; technology; recreation; community development/redevelopment and capital assets. In addition, the VENDOR will apply for grants which not only are consistent with identified TOWN needs but those grants which can be properly and efficiently administered by staff taking into account existing duties and responsibilities. A goal of the TOWN's Grant Program is to secure funding for services and projects which the TOWN otherwise would be required to utilize local tax dollars alone. See "Scope of Services" and all Work to be performed in RFP No. 2014-009 outlined in Appendix A.

**1.4 FEE SCHEDULE and COST**

The VENDOR's proposal cost submission shall be valid until such time as Town Commission awards a contract as a result of this RFP. The total compensation for the grant writing services shall be as set forth in Appendix B, "Pricing, Fix Schedule and Cost".

**1.5 CONE OF SILENCE**

Pursuant to Chapter 3 of Town of Surfside Code Section 3-17, the provisions of Section 2-11.1(t), "Cone of Silence," of the Miami-Dade County Code shall not apply to the TOWN.

**1.6 TERMS AND CONDITIONS****a. RFP Documents.**

This RFP document constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided for herein. The TOWN reserves the right to reject Proposals not submitted on the prescribed Proposal forms and format. By submitting a Proposal, the VENDOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the VENDOR.

**b. Taxes.**

The VENDOR shall not be entitled to the TOWN's tax exempt benefits.

**c. Additional Terms and Conditions.**

No additional terms and conditions submitted by the VENDOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

**d. Interpretations and Inquiries.** All VENDORS shall carefully examine this RFP and supporting documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of this RFP shall be requested in writing, and received by the TOWN no later than 2:00 PM, local time, on November 14, 2014. Written inquiries shall be addressed to:

Sandra Novoa, CMC  
Town of Surfside  
[snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)  
Fax No. (305) 861-1302

Submission of a Proposal will serve as prima facie evidence that the VENDOR has examined the RFP and supporting documents and is fully aware of all conditions affecting the provision of Services. No person is authorized to give oral interpretations of, or make oral changes to the RFP. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to this RFP will be made in the form of a written addendum to the RFP and will be furnished by the TOWN to all VENDORS. Only those interpretations of, or changes to the RFP that are made in writing and furnished to the VENDOR by the TOWN may be relied upon.

**e. Verbal Agreements.**

No verbal agreement or conversation with any officer, agent, or employee of the TOWN, either before during or after execution of the AGREEMENT, shall affect or modify any of the terms or obligations contained in the AGREEMENT. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the TOWN or the VENDOR.

**f. No Contingency 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 this RFP, 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 this AGREEMENT.

**g. Independence Affidavit.**

The VENDOR shall list, and describe any relationships, professional, financial or otherwise, that it may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. (See Independence Affidavit attached as Appendix "E".) Additionally, the VENDOR shall give the TOWN written notice of any other relationships, professional, financial or otherwise, that it enters

into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies during the period of the AGREEMENT.

**h. Disqualification of VENDOR.**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a VENDOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such VENDOR is believed to be involved.

**i. Assignment; Non-transferability of Proposal.**

Proposals shall not be assigned or transferred. A VENDOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an AGREEMENT, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of VENDOR, or the sale of a controlling interest in the VENDOR, or any similar transaction, VENDOR shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the TOWN's sole discretion.

**j. Advertising.**

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

**k. Withdrawal or Revision of Proposal Prior to and After Opening.**

A VENDOR shall not withdraw, modify or correct a Proposal after it has been deposited with the TOWN. The withdrawal, modification or correction of a Proposal after it has been deposited with the TOWN shall constitute a breach by the VENDOR.

**l. Execute Agreement.**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final AGREEMENT between the TOWN and the successful VENDOR. The order of precedence will be the AGREEMENT, Scope of Services (Appendix A), Pricing, Fix Schedule and Cost (Appendix B), the RFP Documents, the VENDOR's Proposal & Response and general law. Any and all legal action necessary to interpret or enforce the AGREEMENT will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

**m. TOWN'S Exclusive Rights.** The TOWN reserves the exclusive rights to:

- Waive any deficiency or irregularity in the selection process;
- Accept or reject any or all qualifications statements in part or in whole;
- Request additional information as appropriate; and,
- Reject any or all Proposals if found by the Town Commission or Town Manager not to be in the best interest of the TOWN.



In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal, VENDOR acknowledges and agrees that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the

TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

**n. Addenda.**

The TOWN reserves the right to issue addenda. It is the responsibility of each VENDOR to verify that it has received all addenda issued before depositing the Proposal with the TOWN.

**o. Review of the RFP Documents.**

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

**p. Adjustment/Changes/Deviations.**

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

**q. Subcontracting.**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the Term of this AGREEMENT, other than those submitted in the Proposal, a supplemental list of subcontractors shall be provided to the Town Manager and are subject to his approval.

**r. Public Entities Crime.**

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

By submitting a Response to this RFP, VENDOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP for the Grant Writing Services. In addition, VENDOR shall include the Sworn Statement Public Entity Crimes as set forth in Appendix "F" provided in this RFP.

**s. Non-Collusion Affidavit.** The VENDOR shall include the Non-Collusion Affidavit as set forth in Appendix "G" provided in this RFP. VENDOR's failure to include the affidavit shall result in disqualification.

## **1.7 NOTICE REQUIREMENT**

All notices required or permitted under this 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 e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

<b>To the TOWN:</b>	Michael P. Crotty TOWN Manager TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 731-3914	<b>With a copy to:</b> David Allen Police Chief TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 335-6696 david.allen@townofsurfsidefl.gov
<b>To the VENDOR:</b>	VENDOR Telecom System Attn: NAME [Address] Tel# Email	

**1.8 CONTRACT TERM**

- a. **Term.** The AGREEMENT shall become effective on the date that is it is signed by the TOWN or the VENDOR, whichever is later and shall be for the duration of one (1) year(s) (Term). At the end of the Term, the AGREEMENT is automatically terminated. However, TOWN, at its sole discretion, reserves the right to exercise an option to renew this AGREEMENT for an additional one (1) year (a “Renewal Term”). If so, TOWN will notify VENDOR thirty (30) days prior to the expiration of the AGREEMENT of its intent to the first renewal option. If the TOWN opts to extend for one (1) year, at the end of the Renewal Term, the AGREEMENT will automatically terminate. However, TOWN will have another one (1) year Renewal Option (“2<sup>nd</sup> Renewal Term”). If so, TOWN will notify VENDOR thirty (30) days prior to the expiration of the AGREEMENT of its intent for the second renewal option. During the Term, Renewal Term, and 2<sup>nd</sup> Renewal Term, the prices for the Services of this AGREEMENT shall remain fixed. At the end of the 2<sup>nd</sup> Renewal Term, the AGREEMENT will automatically terminate unless the TOWN and VENDOR enter into a new AGREEMENT or another extension.

**1.9 PROPOSAL REQUIREMENTS**

VENDOR shall provide supporting documentation for the following in their response package to the TOWN:

- a. VENDOR’s experience and qualifications with providing services requested in the RFP.
- b. Qualifications of employees, to include key personnel.
- c. Past performance based on references and Performance Evaluation Surveys (supplied directly to Procurement from clients of VENDOR).
- d. Number of years’ experience in providing grant writing services to public and private organizations.
- e. Fee schedule for proposed services.

Proposals shall be as thorough and detailed as possible so that the TOWN may properly evaluate the capabilities of respective firms or individuals to provide the required Services. All proposals by VENDOR shall contain no

more than fifteen (15) pages. Items number f and g below will not be considered a part of the fifteen (15) pages.

Any VENDOR wishing to provide the Services described in Section 1.3 above must submit a total of ten (10) copies, with one (1) marked "Original" containing all original documents of the required response to the RFP. In addition two (2) electronic copy (in PDF and Word format) on electronic media (CD-R/flash drive). All copies must include, at a minimum, the following documentation:

- a. Name, address and company, including, but not limited to, a business overview, financial state of the business, annual revenue for past two years, and names and addresses of all persons having financial interest in the firm.
- b. Outline in detail the experience and qualifications of the VENDOR's entity, and the management team, in providing similar projects/programs as the one proposed in this RFP. Provide an organizational chart of all personnel and consultants to be used on this project/program and their qualifications. A resume of each individual, including education, experience, and any other pertinent information, shall be included for each team member to be assigned to this project/program.
- c. Past performance information will be collected on all VENDOR. VENDOR is required to identify and submit their client list which shall be verified by the TOWN.
- d. List up to five (5) funded grants which the VENDOR developed detailing the funding source, amount requested, and amount funded which would possibly address the needs of the TOWN as described herein.
- e. Provide information about contractual piggybacking services and the opportunity to review your contract for such use.
- f. Proof of authorization to transact business in Florida as well as any other supporting documentation as they deem necessary to demonstrate the capability to provide and implement the services that provide evidence as to the capability to provide and implement the services as outlined in this RFP.
- g. The successful VENDOR will be responsible for hiring the necessary personnel to conduct the audits and all services associated with this RFP and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (ADA), unemployment compensation, and workers' compensation.
- h. Provide a statement in the proposal certifying that you have read this RFP and agree to be bound by the terms and conditions of this RFP.
- i. Sworn statement pursuant to Section 287.133(3) (A), Florida Statutes, regarding Public Entity Crime, a copy of which is attached hereto as Appendix F.
- j. Non-collusive Affidavit, copy of which is attached hereto as Appendix G.

#### **Proposal Evaluation and Award Criteria**

- a. VENDOR Company Background: 10%
- b. Related Project Experience: 20%
- c. Cost of Solution: 30%

- d. Satisfaction of Functional Technical Requirements: 40%

### **1.10 SUBMISSION DATE**

Proposals must be received by the Town Clerk's Office **no later than 2:00 p.m. December 2, 2014**, at the Town of Surfside, Town Hall Attn: Town Clerk, Second Floor 9293 Harding Avenue, Surfside, FL 33154. Ten (10) copies, with one (1) marked "Original" containing all original documents of the required response to the RFP and two (2) electronic copy (in PDF and Word format) on electronic media (CD-R/flash drive) of the completed and executed proposal must be delivered by this deadline in a sealed envelope or box. Proposals will be opened publicly and read aloud at this time.

The envelope or box containing the sealed Proposal **must be clearly marked as follows:**

**"SEALED PROPOSAL"**

**RFP NO. 2014-009 GRANT WRITING SERVICES FOR Town of Surfside, Florida.  
OPENING DATE AND TIME: DECEMBER 2, 2014 at 2:00 p.m.**

### **1.11 SELECTION, AWARD OF CONTRACT AND PROTEST PROCEDURES**

- a. The Award of the Contract will be to the entity the TOWN believes is the lowest, responsive and responsible VENDOR, and whose qualifications indicate the Award will be in the best interest of the TOWN and most advantageous to the TOWN taking into account the evaluation criteria set forth above in Section 1.9 and whose Proposal complies with the requirements of the RFP. In no case will the Award be made until all necessary investigations have been made into the responsibility of the VENDOR and the Town Manager is satisfied that the VENDOR is qualified to do the Work and has the necessary organization, capital and equipment to carry out the Work in a timely fashion.
- b. If the TOWN accepts a Proposal, the TOWN will provide a written notice of Award to the lowest, responsive and responsible VENDOR, who meets the criteria of Section 1.9 and the TOWN may negotiate part of a contract or to make minor modifications during the agreement process.
- c. If the successful VENDOR to whom a Contract is awarded forfeits the Award by failing to execute the AGREEMENT, the TOWN may, at the TOWN's sole option, award the Contract to the next lowest, responsive and responsible VENDOR or reject all Proposals or re-advertise for the Work and Services.
- d. The TOWN will select the most qualified VENDOR whose Proposal best serves the interests of and represents the best value to the TOWN. The TOWN will act, at its sole discretion, in what it considers to be in the best interest of the TOWN.
- e. In addition to Section 1.9, the TOWN will evaluate the comparable experience, capability, project management, workload, financial strength, and other factors the TOWN deems pertinent and will select the VENDOR that it deems to be most qualified. The TOWN will be the sole judge in determining the most qualified VENDOR or VENDORS in accordance with the criteria set forth herein.
- f. Any protests or objections to the TOWN's RFP or the selection of the VENDOR or any of the TOWN's recommendation for an Award in Response to this RFP shall be filed with the Town Clerk at 9293 Harding

Avenue, Surfside, FL 33154 and mailed by the protesting VENDOR to all participants in the competitive process within seven days of the TOWN's recommendation for an award or the TOWN's actual award, whichever comes first pursuant to TOWN's Ordinance Section 3-15 (Ord. No.06-1467). Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the proper amount to reimburse the TOWN for all administrative costs associated with the appeal process. Any grounds not stated shall be deemed waived.

- g. If the TOWN and selected VENDOR are unable to negotiate a mutually acceptable AGREEMENT, the TOWN may terminate the Contract negotiations and begin negotiations with the other qualified VENDORS. This process may continue until an AGREEMENT has been executed or all Proposals have been rejected. No VENDOR shall have any rights in the subject project or against the TOWN arising from such negotiations.
- h. An AGREEMENT will be negotiated and executed between the selected VENDOR and the TOWN. The successful operation of this Contract requires that the selected VENDOR acts in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

#### **1.12 ADDITIONAL INFORMATION OR CLARIFICATION**

Requests for additional information or clarifications must be made in writing and received by Sandra Novoa, the Town Clerk no later than November 14, 2014.

The request for additional information and clarification must contain the RFP number and title, VENDOR's name, contact person, address, phone number, and email address.

Requesting additional information must be sent via email to Sandra Novoa, CMC., Town Clerk, for this RFP at: [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov) and must include, at a minimum, the VENDOR's name, contact person, address, number of pages transmitted, phone number, email address and RFP number and title.

The TOWN will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Opening Submission deadline. VENDOR should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued by the TOWN shall prevail.

#### **1.13 CONTRACT EXECUTION**

A contract will be negotiated and executed between the selected VENDOR and the TOWN. The successful operation of this contract requires that the selected VENDOR act in good faith in all matters relating to carrying out the project and the interpretation of the contract documents.

#### **1.14 INSTRUCTIONS**

Careful attention must be given to all requested items contained in this RFP. VENDOR is required to submit Proposals in accordance with the instructions detailed on the cover of this RFP and Section 1.18.

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

VENDOR shall make the necessary entry in all blanks provided for the responses.

The entire set of documents, together with all attachments hereto, constitutes the RFP. Each VENDOR must return these documents with all information necessary for the TOWN to properly analyze the response in total and in the same order in which it was issued. VENDOR's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All responses to this RFP shall be returned in a sealed envelope or package with the RFP number and opening date clearly noted on the outside of the envelope.

VENDOR shall provide a response to each requirement of the RFP. Proposals shall be prepared in a concise manner with an emphasis on completeness and clarity.

### **1.15 CHANGES/ALTERATIONS**

VENDOR may change or withdraw a response at any time prior to the submission deadline; however, no oral modifications will be allowed. Written modifications shall not be allowed following the submission deadline.

### **1.16 DISCREPANCIES, ERRORS, AND OMISSIONS**

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to Sandra Novoa, CMC, Town Clerk. Should it be necessary, a written addendum will be incorporated to the RFP. The TOWN will NOT be responsible for any oral instructions, clarifications, or other communications.

### **1.17 DISQUALIFICATION**

The TOWN reserves the right to disqualify Responses before or after the submission deadline, upon evidence of collusion with intent to defraud or other illegal practices on the part of the VENDOR. The TOWN also reserves the right to waive any immaterial defect or informality in any Responses to this RFP to cancel or postpone at any time during the Proposal process; to reject any or all Responses in whole or in part; or to reissue an RFP for the services described herein.

### **1.18 SUBMISSION RECEIPT/WITHDRAWAL**

**1.18.1** Sealed responses will be accepted in accordance with the instructions detailed on the cover of this RFP. The VENDOR shall file all documents necessary to support its response and shall include them with its Proposal. Each VENDOR shall be responsible for the actual delivery of responses no later than 2:00 pm on December 2, 2014 during business hours to the exact address indicated in this RFP. The TOWN reserves the right to accept or not accept late submitted proposals in the sole discretion of the Town Manager or his designee.

**1.18.2** VENDOR may withdraw its Proposal at any date and time prior to the time the Proposals are scheduled to be opened but may not be resubmitted. A Proposal may not be modified after submittal. After proposal opening, no proposal may be cancelled or modified except if there is a discrepancy in the price amount submitted in which case the lower amount shall be binding upon the VENDOR.

**1.19 CONFLICT OF INTEREST**

The VENDOR agrees to adhere to and be governed by any applicable provisions of the State of Florida Code of Ethics in Chapter 112, Florida Statutes, the Conflict of Interest and Code of Ethics Ordinances in Section 2-11.1 of the Miami-Dade County Code, and Town Code of Ethics Ordinance Section 2-226 & 2-227 (Ord. No.07-1474) which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The VENDOR covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

**1.20 HOLD HARMLESS AND INDEMNIFICATION**

All VENDORS shall hold the TOWN, its officials and employees harmless and covenant not to sue the TOWN, its officials and employees in reference to the TOWN's decision to reject, award, or not award a RFP, as applicable. Additionally, the selected VENDOR shall indemnify, defend and save harmless the TOWN, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the VENDOR's performance of its Services under this RFP, or by or in consequence of any negligence (excluding the sole negligence of the TOWN), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected VENDOR or his Sub-contractors, agents, servants or employees. The selected VENDOR shall indemnify, defend and hold harmless the TOWN and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work described in the RFP, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected VENDOR, Sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

**1.21 RESERVATION OF RIGHTS**

**1.21.1** While pursuing this RFP process, the TOWN reserves the right to:

- Accept any or all responses, and the right, in its sole discretion, to accept the VENDOR who will best serve the interests of, and represent the best value to the TOWN;
- Waive any deficiency or irregularity in the selection process and request additional information as appropriate;
- Accept or reject any and all qualifications statement in part or in whole and to seek new qualifications when such a procedure is reasonably in the best interest of the TOWN;
- Investigate the financial capability, integrity, experience, and quality of performance of each VENDOR, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
- Investigate the VENDOR's qualifications or any of its agents, as it deems appropriate;
- Conduct personal interviews of any or all VENDORS prior to selection (the TOWN shall not be liable for any costs incurred by the VENDORS in connection with such interviews);
- Waive any of the conditions or criteria set forth in this RFP; and
- The TOWN reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the TOWN deems best qualified for the project.

**1.21.2** The TOWN may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation.

- VENDOR shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued.
- Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.
- It is the VENDOR's responsibility to ensure receipt of all addenda, and any accompanying documentation.

**1.21.3** In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal for the Services, all VENDORS acknowledge and agree that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

## **1.22 SEALED PROPOSALS PROCEDURES**

The Submission must clearly be marked on the front of the envelope:

**“SEALED PROPOSAL”**

**RFP NO. 2014 - 009 GRANT WRITING SERVICES FOR TOWN of Surfside, Florida.**

**OPENING DATE AND TIME: December 2, 2014 at 2:00 p.m.**

- Questions regarding this RFP must be directed, no later than November 14, 2014, to:

Sandra Novoa, CMC  
Town Clerk  
Town of Surfside  
9293 Harding Avenue, Second Floor  
Surfside, FL 33154  
Telephone: (305) 861-4863  
Email: snovoa@townofsurfsidefl.gov

Responses to this RFP **must be delivered** by the stated deadline to:

Attn: Sandra Novoa, CMC  
Town Clerk  
Town of Surfside  
9293 Harding Avenue, Second Floor  
Surfside, FL 33154

- The opening of the Proposals will be in the Town Commission Chambers, Second Floor, 9293 Harding Avenue, Surfside, Florida 33154 at the stated time.
- Proposals will be opened publicly and read aloud at this time.
- The TOWN is under no obligation to return the Proposals.
- The TOWN will not be liable for any cost incurred in the preparation of the response to RFP.
- The Proposals shall be *prima facie* evidence that the VENDOR has fully read and understand the RFP and have full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.



- The VENDOR shall furnish the TOWN with such additional information as the TOWN may reasonably require.
- Under no circumstance should any VENDOR or anyone acting on their behalf, seek to influence or to gain the support of any member of the Town Commission or TOWN Staff favorable to the interest of the VENDOR. Likewise, the VENDOR is aware that it is prohibited to contact the Town Commission or TOWN Staff against the interest of other prospective VENDOR. Any such activities may result in the exclusion of the VENDOR from consideration by the TOWN.
- The TOWN must be satisfied that the VENDOR demonstrates the ability to meet the requirements of the attached AGREEMENT (See Draft Form of Agreement Attached as Appendix “C”).

**1.23 INSURANCE REQUIREMENTS.** The VENDOR shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the VENDOR’s insurance and shall not contribute to the VENDOR’s insurance. The VENDOR shall not start services under this AGREEMENT until the VENDOR has obtained all insurance required hereunder and the TOWN Manager or designee has approved such insurance.

**1.23.1 COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the TOWN Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company’s Key Rating Guide, latest edition.

**1.23.2 VERIFICATION OF INSURANCE COVERAGE.** The VENDOR shall furnish certificates of insurance to the TOWN Manager or designee for review and approval prior to the execution of this AGREEMENT. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to the VENDOR. The VENDOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. The VENDOR shall provide written notice to the Town Manager or designee of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

The VENDOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or designee.

The VENDOR shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.

### **1.23.3 FORMS OF COVERAGE**

- **COMMERCIAL GENERAL LIABILITY.** The VENDOR shall maintain commercial general liability coverage with minimum limits of liability of not less than \$2,000,000.00 General Aggregate (Contingent and Contractual Liability), \$2,000,000.00 Product & Completed Operations Aggregate, \$1,000,000.00 Personal and Advertising Injury and \$1,000,000.00 per occurrence. The coverage, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the TOWN listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) days or ten (10) days for nonpayment.

- **PROFESSIONAL LIABILITY INSURANCE.** This insurance is required since VENDOR is performing work of a professional nature in developing a grant program to secure funding for services and projects which the TOWN otherwise would be required to utilize local tax dollars in order to cover for errors and omissions or unintentional wrongful acts. The VENDOR shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000.00 per claim, \$2,000,000.00 aggregate providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the work or services performed under this AGREEMENT by the VENDOR or any person employed by the VENDOR in connection with this AGREEMENT. The insurance must include a VENDOR's retro-active date/prior to commencement of the performance of this AGREEMENT. Further, the insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this AGREEMENT.

#### **1.24 LAWS AND REGULATIONS**

All applicable laws and regulations of the Federal Government, State of Florida, Special Districts, and ordinances of Miami-Dade County and the TOWN shall apply to any Contract awarded as a result of this RFP. Specific reference is made to TOWN Ordinance Section 3-6(f) (Ord. No. 09-1543) which allows a five (5%) per cent local preference in scoring to holders of current TOWN local business tax receipts for businesses which are physically located with the TOWN's limits and three (3%) per cent local preference to local businesses that are holders of current town local business tax receipts and are located within a ten (10) mile radius of the TOWN's corporate limits. Said five-percent local preference must be asserted by the VENDOR seeking it at the time the competitive quotation, bid or proposal.

#### **1.25 ASSIGNMENT; AMENDMENTS**

This AGREEMENT or the Services shall not be assigned, sold, transferred or otherwise encumbered, under any circumstances, in whole or in part, by the consultant, without the prior written consent of the TOWN, in its sole and absolute discretion.

No modification, amendment or alteration in the terms or conditions of this AGREEMENT shall be effective unless contained in a written document executed with the same formality as this AGREEMENT by both parties.

#### **1.26 CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this AGREEMENT. Venue of any action to enforce this AGREEMENT shall be proper exclusively in Miami-Dade County, Florida.

#### **1.27 GOVERNING LAW**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

#### **1.28 PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

- a. If either the TOWN or the VENDOR are required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.

- b. In the event of any litigation arising out of this AGREEMENT, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

### **1.29 NO WAIVER OF BREACH**

The failure of a party to insist on strict performance of any provision of this AGREEMENT shall not be construed to constitute a waiver of a breach of any other provision or of a subsequent breach of the same provision.

### **1.30 STANDARD OF CARE**

VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily provided by a professional under similar circumstances and consultant shall, at no additional cost to the TOWN, re-perform services which fail to satisfy the foregoing standard of care.

### **1.31 PUBLIC RECORDS**

Sealed bids, proposals, or replies received by the TOWN pursuant to this RFP are exempt from Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Further, if the TOWN rejects all bids, proposals, or replies submitted in response to this RFP and the TOWN concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the TOWN provides notice of an intended decision concerning the reissued competitive solicitation or until the TOWN withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. F.S. 119.071(2) (3). VENDOR must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

### **1.32 ATTACHMENTS.**

The Exhibits to this RFP are as follows:

- j. Appendix "A" Scope of Services
- k. Appendix "B" Pricing and Contract Conditions
- l. Appendix "C" Draft Form of Agreement
- m. Appendix "D" Independence Affidavit
- n. Appendix "E" Certification to Accuracy of Proposal
- o. Appendix "F" Public Entity Crime Affidavit
- p. Appendix "G" Non-Collusive Affidavit
- q. Appendix "H" Anti-Kickback Affidavit
- r. Appendix "I" Drug Free Workplace Affidavit

**APPENDIX A**  
**SCOPE OF SERVICES**

**APPENDIX B**

**PRICING, FEE SCHEDULE AND COST**

APPENDIX C

**DRAFT FORM OF AGREEMENT**



*(This is the form of AGREEMENT the TOWN of Surfside anticipates awarding to the selected VENDOR)*

**PROFESSIONAL GRANT WRITING AGREEMENT**

**Between**

**THE TOWN OF SURFSIDE, FLORIDA**

**and**

**VENDOR GRANT WRITER**

**For**

**GRANT WRITING SERVICES FOR THE TOWN OF SURFSIDE**

THIS PROFESSIONAL GRANT WRITING AGREEMENT (“AGREEMENT”) is made effective as of \_\_\_\_\_, 2014 (the “CONTRACT DATE”), by and between the TOWN of Surfside, Florida, a Florida municipal corporation (hereinafter referred to as the “TOWN”), and VENDOR GRANT WRITER, a Florida corporation authorized to do business in the State of Florida (hereinafter referred to as the “VENDOR”), whose FEI/EIN # is \_\_\_\_\_ and whose principal place of business is \_\_\_\_\_.

Collectively TOWN and VENDOR are referred to as the PARTIES.

**RECITALS**

**WHEREAS**, the VENDOR is engaged in the professional business of researching, locating, writing and successfully acquiring grants on behalf of municipalities; and

**WHEREAS**, TOWN is a Florida municipal corporation; and

**WHEREAS**, TOWN proposes to engage the VENDOR as an independent contractor for the TOWN for the purpose of providing grant writing services on the terms and conditions set forth below; and

**WHEREAS**, the VENDOR is willing and able to provide the grant writing services and agrees to do so under the terms and conditions set forth in this AGREEMENT; and

**WHEREAS**, the grant writing services is in the best interests of the TOWN.

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants set forth below, the TOWN and VENDOR agree as follows:

**RECITALS**. The Recitals set forth above are hereby incorporated into this AGREEMENT and made a part of hereof for reference.

## **1. DEFINITIONS.**

The following words and expressions used in this AGREEMENT shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a. The words "Contract" or "AGREEMENT" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 2014-009 and all associated addenda, and the Vendor's Proposal.
- b. The words "Contract Date" to mean the date on which this AGREEMENT is effective.
- c. The word "VENDOR" to mean any person, entity, firm or corporation or its permitted successors and assigns, submitting a proposal pursuant to this RFP.
- d. The word "Days" to mean Calendar Days.
- e. The word "Documentation" to mean all manuals, user documentation, and other related materials pertaining to grant writing services furnished to the TOWN in connection with this AGREEMENT.
- f. The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the VENDOR.
- g. The word "subcontractor" to mean any person, entity, firm or corporation, other than the employees of the VENDOR, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the VENDOR and whether or not in privity of AGREEMENT with the VENDOR.
- h. The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the VENDOR in accordance with the provisions of this AGREEMENT.

## **2. ORDER OF PRECEDENCE.**

If there is a conflict between or among the provisions of this AGREEMENT, the order of precedence is as follows: 1) This AGREEMENT; 2) the Scope of Services (Appendix A); 3) the Payment Schedule (Appendix B); 4) TOWN's RFP documents and any associate addenda and attachments thereof; 5) the VENDOR's Proposal and Response; and 6) General Law.

## **3. RULES OF INTERPRETATION**

- a. References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this AGREEMENT unless otherwise indicated.



- b. Reference to any AGREEMENT or other instrument shall be deemed to include such AGREEMENT or other instrument as such AGREEMENT or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c. The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this AGREEMENT.
- d. The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this AGREEMENT, nor affect the meaning thereof.

#### **4. NATURE OF THE AGREEMENT**

- a. This AGREEMENT incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this AGREEMENT. The PARTIES agree that there are no commitments, agreements, or understandings concerning the subject matter of this AGREEMENT that are not contained in this AGREEMENT, and that this 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 this AGREEMENT shall be of no force or effect, and that this AGREEMENT may be modified, altered or amended only by a written amendment duly executed by both PARTIES hereto or their authorized representatives.
- b. The VENDOR shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the TOWN in all aspects of the Services performed hereunder.
- c. The VENDOR acknowledges that this AGREEMENT requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this AGREEMENT. All things not expressly mentioned in this AGREEMENT but necessary to carrying out its intent are required by this AGREEMENT, and the VENDOR shall perform the same as though they were specifically mentioned, described and delineated.
- d. The VENDOR shall furnish all Services and Work required to perform the terms and condition of this AGREEMENT. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Town Manager.

#### **5. CONTRACT TERM**

- a. **TERM.** The AGREEMENT shall become effective on the date that is it is signed by the TOWN or the VENDOR, whichever is later and shall be for the

duration of one (1) year(s) (Term). At the end of the Term, the AGREEMENT is automatically terminated. However, TOWN, at its sole discretion, reserves the right to exercise an option to renew this AGREEMENT for an additional one (1) year (a "Renewal Term"). If so, TOWN will notify VENDOR thirty (30) days prior to the expiration of the AGREEMENT of its intent to the first renewal option. If the TOWN opts to extend for one year, at the end of the Renewal Term, the AGREEMENT will automatically terminate. However, TOWN will have another one (1) year Renewal Option ("2<sup>nd</sup> Renewal Term"). If so, TOWN will notify VENDOR thirty (30) days prior to the expiration of the AGREEMENT of its intent for the second renewal option. During the Term, Renewal Term, and 2<sup>nd</sup> Renewal Term, the prices for the Services of this AGREEMENT shall remain fixed. At the end of the 2<sup>nd</sup> Renewal Term, the AGREEMENT will automatically terminate unless the TOWN and VENDOR enter into a new AGREEMENT or another extension.

**6. QUESTIONS REGARDING RFP**

If any VENDOR contemplating submitting a Proposal is in doubt as to the true meaning of any part of this RFP, VENDOR must submit to the TOWN a written request for an interpretation thereof. VENDOR will be responsible for its prompt delivery. Any interpretation will be made only by written Addendum. Failure on the part of the VENDOR to receive a written interpretation before the submission deadline will not be grounds for withdrawal of Proposal or change order if awarded. VENDOR will acknowledge receipt of each addendum issued by stating so in his/her Proposal. No oral explanation or instruction of any kind or nature whatsoever will be given before the award of a contract to a VENDOR.

Changes, if any, to the Scope of the Services or Proposal procedures will be transmitted only by written Addendum. Any questions are to be submitted via email to [snovoa@townofsurfsidefl.org](mailto:snovoa@townofsurfsidefl.org) by no later than **Friday, November 14, 2014 at 2:00 PM EST.**

**7. CONE OF SILENCE**

Pursuant to Chapter 3 of Town of Surfside Code Section 3-17, the provisions of Section 2-11.1(t), "Cone of Silence," of the Miami-Dade County Code shall not apply to the TOWN.

**8. SCOPE OF WORK.** See Scope of Work and all Services to be performed in RFP No. 2014 - 009 outlined in Appendix A, "Scope of Services."

**9. FEE SCHEDULE and COST**

The VENDOR's Proposal cost submission shall be valid until such time as Town Commission awards a contract as a result of this RFP. The total compensation for the grant writing services shall be as set forth in Appendix B, "Pricing, Fee Schedule and Cost."

## **10. TERMS AND CONDITIONS**

### **a. RFP DOCUMENTS.**

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided for herein. The TOWN reserves the right to reject Proposals not submitted on the prescribed Proposal forms. By submitting a Proposal, the VENDOR agrees to be subject to all terms and conditions specified herein. No exception to the terms and conditions shall be allowed. Submittal of a response to this RFP constitutes a binding offer by the VENDOR.

### **b. TAXES.**

The VENDOR shall not be entitled to the TOWN's tax exempt benefits.

### **c. ADDITIONAL TERMS AND CONDITIONS.**

No additional terms and conditions submitted by the VENDOR with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP.

### **d. INTERPRETATIONS AND INQUIRIES.** All VENDORS shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the TOWN or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, and received by the TOWN no later than 2:00 PM, local time, on November 14, 2014. Written inquiries shall be addressed to:

Sandra Novoa  
Town of Surfside  
[snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov)  
Fax No. (305) 861-1302

Submission of a Proposal will serve as prima facie evidence that the VENDOR has examined the AGREEMENT and is fully aware of all conditions affecting the provision of Services. No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written Addendum to the RFP document and will be furnished by the TOWN to all VENDORS. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the VENDOR by the TOWN may be relied upon.

### **e. VERBAL AGREEMENTS.**

No verbal agreement or conversation with any officer, agent, or employee of the TOWN, either before or after execution of the AGREEMENT, shall affect or modify

any of the terms or obligations contained in the AGREEMENT. Any such verbal AGREEMENT or conversation shall be considered as unofficial information and in no way binding upon the TOWN or the VENDOR.

**f. NO CONTINGENCY 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 this RFP, 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 this AGREEMENT.

**g. INDEPENDENCE AFFIDAVIT.**

The VENDOR shall list, and describe any relationships, professional, financial or otherwise, that it may have with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Services sought in this RFP. (See Independence Affidavit attached as Appendix "E".) Additionally, the VENDOR shall give the TOWN written notice of any other relationships, professional, financial or otherwise, that it enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies during the period of the AGREEMENT.

**h. DISQUALIFICATION OF VENDOR.**

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a VENDOR is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such VENDOR is believed to be involved.

**i. ASSIGNMENT; NON-TRANSFERABILITY OF PROPOSAL.**

Proposals shall not be assigned or transferred. A VENDOR who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an AGREEMENT, is subject to having its Proposal disqualified as a result of such transaction. The Town Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of VENDOR, or the sale of a controlling interest in the VENDOR, or any similar transaction, VENDOR shall immediately disclose such information to TOWN. Failure to do so may result in the Proposal being disqualified, at the TOWN's sole discretion.

**j. ADVERTISING.**

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

**k. WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER OPENING.**

A VENDOR shall not withdraw, modify or correct a Proposal after it has been deposited with the TOWN. The withdrawal, modification or correction of a Proposal after it has been deposited with the TOWN shall constitute a breach by the VENDOR.

**l. EXECUTE AGREEMENT.**

The terms, conditions and provisions in this RFP shall be included and incorporated in the final AGREEMENT between the TOWN and the successful VENDOR. The order of precedence will be the AGREEMENT, Scope of Services (Appendix A), Pricing, Fix Schedule and Cost (Appendix B), the RFP Documents, the VENDOR's Proposal & Response and general law. Any and all legal action necessary to interpret or enforce the AGREEMENT will be governed by the laws of Florida. The venue shall be Miami-Dade County, Florida.

**m. TOWN'S RESERVATION OF RIGHTS.**

- a. While pursuing this RFP process, the TOWN reserves the right to:
- Accept any or all responses, and the right, in its sole discretion, to accept the VENDOR who will best serve the interests of, and represent the best value to the TOWN;
  - Waive any deficiency or irregularity in the selection process and request additional information as appropriate;
  - Accept or reject any and all qualifications statement in part or in whole and to seek new qualifications when such a procedure is reasonably in the best interest of the TOWN;
  - Investigate the financial capability, integrity, experience, and quality of performance of each VENDOR, including officers, principals, senior management, and supervisors, as well as staff identified in the response to RFP;
  - Investigate the VENDOR's qualifications or any of its agents, as it deems appropriate;
  - Conduct personal interviews of any or all VENDORS prior to selection (the TOWN shall not be liable for any costs incurred by the VENDORS in connection with such interviews);
  - Waive any of the conditions or criteria set forth in this RFP; and
  - The TOWN reserves the right on any advertised selection process to decide whether to select a firm based on submission received in response to this RFP or whether to hold interviews with the firms the TOWN deems best qualified for the project.

- b. The TOWN may issue an addendum in response to any inquiry received, prior to proposal opening, which changes, adds to, or clarifies the terms or provisions of this solicitation.
  - The VENDOR shall not rely on any representation, statement, or explanation whether written or verbal, other than those made in this invitation or any addenda issued. Where there appears to be a conflict between this invitation and any addenda, the last addendum shall prevail.
  - It is the VENDOR's responsibility to ensure receipt of all addenda, and any accompanying documentation.
- c. In the event of a sole proposal, TOWN reserves the right to reject the sole proposal. By submitting a Proposal for the Services, all VENDORS acknowledge and agree that no enforceable AGREEMENT arises until the TOWN signs the AGREEMENT, that no action shall lie to require the TOWN to sign such AGREEMENT at any time, and that each VENDOR waives all claims to damages, lost profits, costs, expenses, reasonable attorneys' fees, etc., as a result of the TOWN not signing such AGREEMENT.

**n. ADDENDA.**

The TOWN reserves the right to issue addenda. It is the responsibility of each VENDOR to verify that it has received all addenda issued before depositing the Proposal with the TOWN.

**o. REVIEW OF THE RFP DOCUMENTS.**

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

**p. ADJUSTMENT/CHANGES/DEVIATIONS.**

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

**q. SUBCONTRACTING.**

No subcontracting, including employee leasing, shall be permitted, except with the prior approval of the Town Manager, which shall be in his sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the Term of this AGREEMENT, other than those submitted in the Proposal, a supplemental list of subcontractors shall be provided to the Town Manager and are subject to his approval.

**r. PUBLIC ENTITIES CRIME.**

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted VENDOR list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a Proposal to provide any goods or services to the TOWN and may

not transact business with the TOWN in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted VENDOR list. By submitting a Response to this RFP, VENDOR certifies that it is qualified under Section 287.133, Florida Statutes, to provide the Services set forth in this RFP for the Grant Writing Services. In addition, VENDOR shall include the Sworn Statement Public Entity Crimes as set forth in Appendix “F” provided in this RFP.

**s. NON-COLLUSION AFFIDAVIT.**

The VENDOR shall include the Non-Collusion Affidavit as set forth in Appendix “G” provided in this RFP. VENDOR's failure to include the affidavit shall result in disqualification.

**11. NOTICE REQUIREMENT.**

All notices required or permitted under this 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:

<b>To the TOWN:</b>	Michael P. Crotty TOWN Manager TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 731-3914	<b>With a copy to:</b> David Allen Police Chief TOWN of Surfside 9293 Harding Avenue Surfside, Florida 33154 Tel: (305) 335-6696 david.allen@townofsurfsidefl.gov
<b>To the VENDOR:</b>	VENDOR Telecom System Attn: NAME [Address] Tel# Email	

**12. TERMINATION AND REMEDIES FOR BREACH.**

**a. TERMINATION FOR CAUSE.** If, through any cause within reasonable control, the VENDOR convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the TOWN, or is guilty of serious misconduct in connection with performance under this AGREEMENT, the TOWN shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the TOWN shall notify the VENDOR of its violation of the particular terms of the AGREEMENT and grant VENDOR three (3) days to cure such default. If the default remains uncured after three (3) days the TOWN may terminate this AGREEMENT, and the TOWN shall receive a complete refund from the VENDOR, if any, or in an amount equal to the actual cost of a third party to cure such failure, whichever is greater. Notwithstanding the foregoing, the VENDOR shall not be relieved of liability to the TOWN for damages sustained by it by virtue of a breach of the AGREEMENT by VENDOR and the TOWN may reasonably withhold payment to VENDOR for the purposes of set-off

- until such time as the exact amount of damages due the TOWN from the VENDOR is determined. Additionally, the VENDOR shall be required to indemnify the TOWN for all costs incurred by the TOWN to re-procure and hire a third party to complete the Services described in this AGREEMENT.
- b. TERMINATION FOR CONVENIENCE OF TOWN.** TOWN may, for its convenience and without cause, terminate the Services then remaining to be performed at any time by giving VENDOR five (5) days written notice. Following the termination of this AGREEMENT for any reason, the TOWN shall promptly pay the VENDOR according to the terms of Exhibit A for Services rendered before the termination. The VENDOR acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this AGREEMENT. All property provided by the TOWN pursuant to this AGREEMENT before the Termination Date shall be delivered to the TOWN within three (3) days of the Termination Date.
  - c. TERMINATION FOR INSOLVENCY.** The TOWN also reserves the right to terminate the remaining Services to be performed in the event the VENDOR is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
  - d. TERMINATION – TRANSFER OF OWNERSHIP.** This AGREEMENT may be terminated by the TOWN upon five (5) calendar days' written notice if there is a change of ownership of the VENDOR. VENDOR shall notify TOWN Manager at least ten (10) business days before any such change in ownership of VENDOR.

### **13. INSURANCE COVERAGE.**

The VENDOR shall secure and maintain throughout the duration of this AGREEMENT, insurance of such type and in such amounts necessary to protect its interest and the interest of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees, agents and volunteers. Any insurance maintained by the TOWN shall be in excess of the VENDOR's insurance and shall not contribute to the VENDOR's insurance. The VENDOR shall not start services under this AGREEMENT until the VENDOR has obtained all insurance required hereunder and the TOWN Manager or designee has approved such insurance.

- a. COMPANIES PROVIDING COVERAGE.** All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the TOWN Manager or designee. All companies shall have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.
- b. VERIFICATION OF INSURANCE COVERAGE.** The VENDOR shall furnish certificates of insurance to the TOWN Manager or designee for review and approval prior to the execution of this AGREEMENT. The Certificates shall clearly indicate that the VENDOR has obtained insurance of the type, amount and classification



required by these provisions, in excess of any pending claims at the time of contract award to the VENDOR. The VENDOR shall maintain coverage with equal or better rating as identified herein for the term of this contract. The VENDOR shall provide written notice to the Town Manager or designee of any material change, cancellation and/or notice of non-renewal of the insurance within 30 days of the change.

The VENDOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the Town Manager or designee.

The VENDOR shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.

- c. ADDITIONAL INSURED.** The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from Work performed by or on behalf of the VENDOR in performance of this AGREEMENT. The VENDOR's insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to the consultant's insurance. The VENDOR's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- d. DEDUCTIBLES.** The VENDOR shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim. All deductibles or self-insured retentions must be declared to and be approved by the TOWN Manager or designee. The VENDOR shall furnish copies of insurance policies pertaining to this AGREEMENT to TOWN within ten (10) days of written request.
- e. VENDOR.** The VENDOR acknowledges that it shall bear the full risk of loss for any portion of the work damaged, destroyed, lost or stolen until final completion has been achieved for a Project, and all such work shall be fully restored by the VENDOR, at its sole cost and expense, in accordance with the AGREEMENT Documents.
- f. FORMS OF COVERAGE**
- **COMMERCIAL GENERAL LIABILITY.** The VENDOR shall maintain commercial general liability coverage with minimum limits of liability of not less than \$2,000,000.00 General Aggregate (Contingent and Contractual Liability), \$2,000,000.00 Product & Completed Operations Aggregate, \$1,000,000.00 Personal and Advertising Injury and \$1,000,000.00 per occurrence. The coverage, and Products and Completed Operations, with additional endorsements as applicable. The coverage shall be written on a primary and non-contributory basis with the TOWN listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation should read thirty (30) days or ten (10) days for nonpayment.
  - **PROFESSIONAL LIABILITY INSURANCE.** This insurance is required since VENDOR is performing work of a professional nature in developing a grant program to secure funding for services and projects which the TOWN otherwise

would be required to utilize local tax dollars in order to cover for errors and omissions or unintentional wrongful acts. The VENDOR shall maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$1,000,000.00 per claim, \$2,000,000.00 aggregate providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of any errors, mistakes, negligence, wrongful acts, omission to act of the work or services performed under this AGREEMENT by the VENDOR or any person employed by the VENDOR in connection with this AGREEMENT. The insurance must include a VENDOR's retro-active date/prior to commencement of the performance of this AGREEMENT. Further, the insurance shall include and maintain a Discovery Period for at least three (3) year after completion of the platform and application and acceptance of it by TOWN covered by this AGREEMENT. The provisions of this section shall survive termination of this AGREEMENT.

#### **14. CONFIDENTIAL INFORMATION.**

The VENDOR agrees, during the TERM and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the TOWN, or to disclose to any person, firm, or corporation without the prior written authorization of the TOWN, any Confidential Information of the TOWN. "Confidential Information" means any of the TOWN's proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business plans, research, product plans, products, Services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed to the VENDOR by the TOWN either directly or indirectly. However, VENDOR understands that TOWN is subject to Florida's Public Records Act, Chapter 119, Florida Statute and that such Confidential Information of the TOWN, including but not limited to, books, records, documents and data, maintained by the VENDOR are public records unless expressly exempted by general law.

#### **15. PUBLIC RECORDS**

Sealed bids, proposals, or replies received by the TOWN pursuant to this RFP are exempt from Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Further, if the TOWN rejects all bids, proposals, or replies submitted in response to this RFP and the TOWN concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. Section 119.07(1) and Section 24(a), Art. I of the State Constitution until such time as the TOWN provides notice of an intended decision concerning the reissued competitive solicitation or until the TOWN withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies. F.S. 119.071(2) (3). VENDOR must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The TOWN reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law. Otherwise, VENDOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. The TOWN shall have the right to

immediately terminate this AGREEMENT for the refusal by VENDOR to comply with Chapter 119, Florida Statutes. VENDOR shall retain all records associated with this AGREEMENT for a period of three (3) years from the date of Termination.

## **16. INDEPENDENT CONTRACTOR RELATIONSHIP.**

- a. **INDEPENDENT CONTRACTOR STATUS.** The VENDOR agrees to perform the Services hereunder solely as an independent contractor. The PARTIES agree that nothing in this AGREEMENT shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the PARTIES, or as authorizing either Party to act as the agent of the other. The VENDOR is and will remain an independent contractor in its relationship to the TOWN. The TOWN shall not be responsible for withholding taxes with respect to the VENDOR's compensation hereunder. The VENDOR shall have no claim against the TOWN hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. This AGREEMENT shall not create any obligation between the PARTIES and a third party.
- b. **INDEMNIFICATION OF TOWN BY VENDOR.** The TOWN has entered into this AGREEMENT in reliance on information provided by the VENDOR, including the VENDOR's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. VENDOR shall be responsible for any and all of its own expenses in performing its duties as contemplated under this AGREEMENT. The TOWN shall not be responsible for any expense incurred by VENDOR. The TOWN shall have no duty to withhold any Federal income taxes or pay Social Security Services and that such obligations shall be that of VENDOR other than those set forth in this AGREEMENT. If any regulatory body or court of competent jurisdiction finds that the VENDOR is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the VENDOR's own actions, the VENDOR shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the VENDOR and/or the TOWN resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the VENDOR's earnings had the VENDOR been on the TOWN's payroll and employed as an employee of the TOWN.

## **17. NO CONFLICT OF INTEREST.**

The VENDOR agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended; and by the TOWN's Ordinance Article VII – Code of Ethics, No.07-1474, which are incorporated by reference herein as if fully set forth herein, in connection with the AGREEMENT conditions hereunder. The VENDOR covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which should conflict in any manner or degree with the performance of the Services. The VENDOR further covenants that in the performance of this AGREEMENT, no person having any such interest shall knowingly be employed by the VENDOR. The VENDOR hereby warrants to the TOWN that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this AGREEMENT. During the TERM, the

VENDOR is free to engage in other managed VOIP activities; provided, the VENDOR notifies TOWN thirty days (30) prior to entering into other VOIP activities or contract. However, the VENDOR shall not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the VENDOR's obligations or the Scope of Services to be rendered for the TOWN pursuant to this AGREEMENT.

**18. COMPLIANCE WITH LAW, RULES & REGULATIONS.**

VENDOR is required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the Services being offered in this RFP. Lack of knowledge of the VENDOR shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof. VENDOR shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by it, in providing the Services under this AGREEMENT. VENDOR shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services under this AGREEMENT. VENDOR shall secure all permits, fees, licenses, and inspections necessary for the execution of the Services, and upon termination of this AGREEMENT for any reason, VENDOR shall transfer such permits, if any, and if allowed by law, to the TOWN.

**19. FAMILIARITY WITH LAWS AND ORDINANCES.**

The submission of a Proposal on the Services requested herein shall be considered as a representation that the VENDOR is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such Services, or equipment used in the provision of such Services, or which in any way affects the conduct of the provision of such Services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the VENDOR discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, he shall report it to the TOWN in writing without delay.

**20. POLICY OF NON-DISCRIMINATION.**

VENDOR shall not discriminate against any person in its operations, activities or delivery of Services under this AGREEMENT. VENDOR shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**21. RETURN OF PROPERTY.**

Within one (1) week of the termination of this AGREEMENT, whether by expiration or otherwise, the VENDOR agrees to return to the TOWN all TOWN's products, samples, models, or other property and all documents, retaining no copies or notes, relating to the TOWN's business including, but not limited to, reports, abstracts, lists, correspondence, information, computer files, computer disks, and all other materials and all copies of such material obtained by the VENDOR during and in connection with its representation of the TOWN. All files, records, documents, blueprints, specifications, information, letters,

notes, media lists, original artwork/creative, notebooks, and similar items relating to the TOWN's business, shall remain the TOWN's exclusive property.

**22. MANNER OF PERFORMANCE.**

- a. The VENDOR shall provide the Services described herein in a competent and professional manner satisfactory to the TOWN in accordance with the terms and conditions of this AGREEMENT. The TOWN shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the VENDOR in all aspects of the Services.
- b. The VENDOR agrees to defend, hold harmless and indemnify the TOWN 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 TOWN, occurring on account of, arising from or in connection with the removal and replacement of any VENDOR's personnel performing Services hereunder at the behest of the TOWN. Removal and replacement of any VENDOR's personnel as used in this Article shall not require the termination and or demotion of such VENDOR's personnel.
- c. The VENDOR 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.
- d. The VENDOR shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**23. HOLD HARMLESS AND INDEMNIFICATION.**

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, VENDOR agrees to indemnify, defend and hold harmless, the TOWN, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorney's 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 arisen from the negligent acts, errors, omissions or other wrongful conduct of the VENDOR, agents or other personnel entity acting under VENDOR's control in connection with the VENDOR's performance of Services under this AGREEMENT and to that extent the VENDOR 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 attorney's fees expended by the TOWN in defense of such claims and losses including appeals. That the aforesaid hold-harmless AGREEMENT by VENDOR 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 VENDOR or any agent or employee of VENDOR regardless of whether or

not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**24. SOVEREIGN IMMUNITY.**

This AGREEMENT shall not be deemed or otherwise interpreted as waiving the TOWN's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

**25. AMENDMENTS.**

No amendment, change, or modification of this AGREEMENT shall be valid unless in writing and signed by both PARTIES.

**26. ASSIGNMENTS, TRANSFERS, SUBCONTRACTING.**

The VENDOR shall not subcontract, assign or transfer any Work under this AGREEMENT without the express, prior written consent of the TOWN. Should the VENDOR subcontract any Services under this AGREEMENT, it shall be done with continued liability for the VENDOR. The VENDOR shall remain responsible for Services, responsibilities and liabilities of any person or entity acting under VENDOR.

**27. FORCE MAJEURE.**

Neither party will be liable to the other or be deemed to be in breach of this AGREEMENT for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault of negligence. Such causes may include, but are not limited to, acts of nature or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by VENDOR. The party whose performance is affected shall request an extension of time to perform its obligations stated in this AGREEMENT by notifying the party, which it is obligated, within ten (10) days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this AGREEMENT shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

**28. MOST FAVORED NATION.**

VENDOR agrees that if, after the EFFECTIVE DATE of this AGREEMENT, it enters into another AGREEMENT for the same or substantially similar scope of Services with another local government in Florida which contains a term or condition, including fees, charges or costs, that are more favorable than the terms in the AGREEMENT, TOWN may provide VENDOR with written notice explaining how the new AGREEMENT is for the same or substantially similar Services and how the new AGREEMENT contains terms or conditions that are more favorable than the terms in the AGREEMENT, and requesting to negotiate an amendment to the AGREEMENT (a "NEW AGREEMENT NOTICE"). The PARTIES shall act in good faith to negotiate an amendment to the AGREEMENT that addresses, in a manner that is fair and equitable to both PARTIES, the matters raised by the TOWN in the NEW AGREEMENT NOTICE. If the PARTIES fail to reach a new AGREEMENT within thirty (30) days of the NEW AGREEMENT NOTICE, then the TOWN shall have the right to terminate this AGREEMENT without penalty or early termination fee, subject to the terms and conditions herein, by providing

thirty (30) days advance written notice to VENDOR, such notice to be given no later than sixty (60) days from the NEW AGREEMENT NOTICE.

**29. GOVERNING LAW.**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this AGREEMENT shall be litigated in Miami-Dade County, Florida.

**30. PREVAILING PARTY COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL:**

- a. If either the TOWN or VENDOR are required to enforce the terms of this AGREEMENT by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all costs, expenses, and reasonable attorney's fees in accordance with the laws of the State of Florida.
- b. In the event of any litigation arising out of this AGREEMENT, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**31. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this AGREEMENT, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this AGREEMENT shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

**32. SEVERABILITY.**

The PARTIES to this AGREEMENT expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this AGREEMENT is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the PARTIES under this AGREEMENT) and the remainder of this AGREEMENT, as amended, will remain binding upon the PARTIES, unless the inoperative provision would cause enforcement of the remainder of this AGREEMENT to be inequitable under the circumstances.

**33. ENTIRE AGREEMENT.**

The terms and conditions contained herein supersede all prior oral and written representations and understandings between us, including prior iterations and versions of the AGREEMENT, and constitute the entire AGREEMENT between us concerning the subject matter of this AGREEMENT. This AGREEMENT shall not be modified or amended except in writing signed by authorized representatives of both of us.

IN WITNESS WHEREOF, the PARTIES, intending to be legally bound, hereby have executed this AGREEMENT as of the date set forth.

**TOWN OF SURFSIDE  
A Florida Municipal Corporation,**

BY: \_\_\_\_\_  
MICHAEL CROTTY, Town Manager Date

BY: \_\_\_\_\_  
VENDOR Grant Writing Date

Attest: \_\_\_\_\_  
SANDRA NOVOA, CMC, Town Clerk Date

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

BY: \_\_\_\_\_  
LINDA MILLER, Town Attorney Date



**Appendix "D"**

**INDEPENDENCE AFFIDAVIT**

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_,  
the VENDOR that has submitted the attached Proposal;

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

b. Additionally, the VENDOR agrees and understands that VENDOR shall give the TOWN written notice of any other relationships professional, financial or otherwise that VENDOR enters into with the TOWN, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this AGREEMENT.

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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FORM 1 Continued  
INDEPENDENCE AFFIDAVIT**

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

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
by \_\_\_\_\_ as \_\_\_\_\_ for  
\_\_\_\_\_.

Personally known to me \_\_\_\_ OR has produced Identification \_\_\_\_\_, type of identification  
produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**APPENDIX "E"**  
**CERTIFICATION TO ACCURACY OF PROPOSAL**

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

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

1. He/She is \_\_\_\_\_ of \_\_\_\_\_, the VENDOR that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and
5. No information that is included in such Forms, Affidavits or documents is false or misleading.

\_\_\_\_\_  
Signature (Blue ink only)

\_\_\_\_\_  
Print Name (CORPORATE SEAL)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally known to me \_\_\_\_ OR has produced Identification \_\_\_\_\_, type of identification produced \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

**APPENDIX “F”**

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
by \_\_\_\_\_  
for \_\_\_\_\_  
whose business address is \_\_\_\_\_  
\_\_\_\_\_
- and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(IF the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(l) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(l) (b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(l) (a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in 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 the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

\_\_\_\_ (1) 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, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (2) 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 any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (3) 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 agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. 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 THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

\_\_\_\_\_  
(Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_.

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed

Notary Seal:

Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_

Identification Produced \_\_\_\_\_

**APPENDIX "G"**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says that:

(1) He/she is the (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Town of Surfside, Florida, or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this Affiant.

\_\_\_\_\_  
SIGNATURE OF AFFIANT (Printed or Typed Legal Name of Affiant)

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by

\_\_\_\_\_.

Notary Seal:

\_\_\_\_\_  
Notary's Name Printed, Stamped or Typed  
Personally Known: \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Identification Produced \_\_\_\_\_

**Appendix "H"**

**ANTI-KICKBACK AFFIDAVIT**

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

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Town of Surfside, its elected officials, and \_\_\_\_\_ or its design consultants, 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: \_\_\_\_\_

Sworn and subscribed before this

\_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
(Printed Name)

My commission expires: \_\_\_\_\_



**APPENDIX "I"**

**DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that \_\_\_\_\_ does:  
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes 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.

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 (Blue ink only)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_

Date

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

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

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

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: