



## Request for Proposals



## Bella Vista Park Dock Reconstruction

### Request for Proposals No. 19-07-01

Advertisement Date:	Wednesday, July 3, 2019
Pre-Bid Conference:	Tuesday, July 16, 2019 at 2:00 PM
All Questions Due:	Friday, July 19, 2019 by 5:00 PM
Submission due date:	Friday, August 2, 2019 at 2:30 PM
Submit to:	Sunny Isles Beach Government Center 18070 Collins Avenue, 4 <sup>th</sup> Floor, City Clerk Sunny Isles Beach, Florida 33160



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LEGAL ADVERTISEMENT  
NOTICE TO BIDDER

NOTICE IS HEREBY GIVEN that the City of Sunny Isles Beach is seeking sealed Bids for the following work as specified

Bella Vista Park Dock Reconstruction  
Request for Proposals No. 19-07-01

The specifications for this RFP are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). Proposals who obtain the specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all Bidders who are listed on the official list. The City may not accept incomplete Bids.

Bids shall be on a unit price basis; segregated Bids will not be accepted. Sealed Bids will be received by the City Clerk no later than 2:30 PM, on Friday, August 2, 2019 at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4<sup>th</sup> floor, Sunny Isles Beach, Florida, 33160. Bids received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and read aloud at this time. The envelope containing the sealed Bid must be clearly marked:

RFP 19-07-01  
Bella Vista Park Dock Reconstruction  
OPENING DATE AND TIME: 2:30 PM, on Friday, August 2, 2019

The City reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach.

A Non-Mandatory Pre-Bid Conference for all potential bidders is set for 2:00 PM on Tuesday, July 16, 2019 at the 1<sup>st</sup> floor Conference Room at the City of Sunny Isles Beach Government Center located at 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

All questions regarding Request for Proposals No. 19-07-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, in accordance with the timeframe specified above. Questions may be submitted via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. *Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk,  
City of Sunny Isles Beach



## SECTION 1 INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

### 1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning this Request for Proposals or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, Deputy City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Request for Bids documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Respondent from submitting their submission on the required date and time as publicly noted.

### 1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each Request for Proposal, Request for Bid, and request for qualifications. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

### 1.3 ADDENDA TO SPECIFICATIONS:

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

### 1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

### 1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes - "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor,

supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

### 1.6 BID DEADLINE:

Bids must be submitted no later than the time and date shown within this document.

### 1.7 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this Request for Bid must be executed) and submitted in a **sealed** envelope.

### 1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

### 1.9 WITHDRAWAL OF BIDS:

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

### 1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the Request for Bid. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

### 1.11 EVALUATION OF BIDS:

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 **Hold Harmless:** All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to





- their decisions to reject, award, or not award a Bid, as applicable.
- 1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.
- 1.12 **AGREEMENT:**  
After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.  
The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.  
The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.
- 1.13 **PAYMENTS:**  
Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.
- 1.14 **BRAND NAMES:**  
If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.
- 1.15 **MATERIAL:**  
Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.
- 1.16 **SAMPLES:**  
Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.
- 1.17 **QUANTITY GUARANTY:**
- No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.
- 1.18 **GOVERNMENTAL RESTRICTIONS ON MATERIALS:**  
In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.
- 1.19 **SAFETY STANDARDS:**  
The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.
- 1.20 **WARRANTIES:**  
Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.
- 1.21 **COPYRIGHTS/PATENT RIGHTS:**  
Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.
- 1.22 **LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**  
The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Request for Bid shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.
- 1.23 **LIABILITY, INSURANCE, PERMITS AND LICENSES:**  
Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-



	<p>Dade County Certificates of Competency. These documents shall be furnished to the City along <u>with the Bid response</u>. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Bid.</p>	1.28	<u>DEFAULT PROVISION:</u>	<p>In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.</p>
1.24	<p><u>CERTIFICATE(S) OF INSURANCE:</u></p> <p>Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. <u>At the time of Bid submission</u> the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.</p>	1.29	<u>SECONDARY/OTHER VENDORS:</u>	<p>The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.</p>
1.25	<p><u>ASSIGNMENT:</u></p> <p>The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to <b>terminate the contract upon sixty (60) days written notice, at City's sole discretion.</b></p>	1.30	<u>DEFINITIONS:</u>	<p>Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:</p>
1.26	<p><u>HOLD HARMLESS/INDEMNIFICATION:</u></p> <p>The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.</p>	Acceptance:	<p>Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.</p>	
1.27	<p><u>NON-CONFORMANCE TO CONTRACT:</u></p> <p>The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.</p>	Agreement:	<p>The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.</p>	
1.25		Addenda:	<p>Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.</p>	
1.25		Approved:	<p>Means approved by the City.</p>	
1.25		Bid:	<p>The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.</p>	
1.25		Proposers:	<p>Any person, firm or corporation submitting a Bid for Work.</p>	
1.25		Bonds:	<p>Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.</p>	
1.25		Change Order:	<p>A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.</p>	
1.25		City:	<p>City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.</p>	
1.25		Contract Documents:	<p>Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Request for Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.</p>	



Contract Price:	The total monies payable to the Contractor under the Contract Documents.	Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.
Contract Time:	The number of calendar days stated in the Agreement for the completion of the Work.	
Contracting Officer:	The individual who is authorized to sign the contract documents on behalf of the <b>City's governing body.</b>	
Contractor:	The person, firm or corporation with whom the City has executed this Agreement.	
Day:	A calendar day of twenty-four hours measured from midnight to the next midnight.	1.31 <b><u>BID AWARD:</u></b>  The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive proposer whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they <b>deem necessary to establish the Proposer's capability to perform the Services</b> as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to <b>comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work</b> in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who <b>does not meet the City's satisfaction, even though the firm may be</b> the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).
Field Order:	A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.	
Modification:	Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.	
Notice of Award:	The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.	
Samples:	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.	1.32 <b><u>EXECUTION OF AGREEMENT:</u></b>  At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.
Specifications:	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.	1.33 <b><u>LAWS AND REGULATIONS:</u></b>  The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.
Statement of Services:	The form furnished by the City which is to be used by the Contractor in requesting progress payments.	
Supplier:	Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.	1.34 <b><u>TAXES:</u></b>  The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.
Work:	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.	1.35 <b><u>DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:</u></b>  In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, 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 any
Written Notice:	<b>The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements.</b>	





operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence 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 Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City 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, 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 Contractor, Sub-Contractor, 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. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for **such defense, at City's option, any and all** claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

1.36 DECISIONS ON DISAGREEMENTS:

The City will be the initial interpreter of the Technical Specifications.

1.37 CITY MAY TERMINATE:

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 **Where the Contractor's services have been so** terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention

or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon immediate written notice to the Contractor, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in jury or damage.

1.39 WAIVER OF JURY TRIAL:

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

1.40 GOVERNING LAW:

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

1.41 VENUE:

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

1.42 ARBITRATION:

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and





attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

1.43

PROJECT RECORDS:

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

1.44

SEVERABILITY:

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

1.45

INDEPENDENT CONTRACTOR:

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

End of Section



## Section 2 Special Terms and Conditions

### 2.1 PURPOSE OF BID

The City of Sunny Isles Beach, FL (“OWNER”) is seeking to retain a qualified “CONTRACTOR” capable of providing all services associated with the removal of damaged sections of the original dock located at 500 Sunny Isles Boulevard. Upon contract award, the contractor will reconstruct dock to original configuration. New dock to consist of sleeving existing pilings with PVC pipe and filling with a concrete grout, constructing joists and stringers using 3" x 8" pressure treated lumber and stainless steel hardware, installing new fiberglass composite mesh decking, water lines and electric lines, lights and pedestals, install float-on kayak launching dock and stairs. The CONTRACTOR performing work covered by this contract shall have all applicable well licenses. The work covered by these specifications includes the furnishing of all materials; labor, equipment, personnel and performing all operations in connection with the services as specified herein and shown on the bid documents, along with attached exhibits and drawings. Dock will be used for boat dockage and a kayak/canoe rental as part of the refurbished park once completed in about 2 years.

The specifications included in this RFP establish the performance, quality requirements and the minimum standards for quality of workmanship and appearance. The successful Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency FEMA (Attachment A), Florida Department of Environmental Protection (DEP), the Stafford Act and any other governmental agency with jurisdiction over response and recovery actions, **including the City’s requirements. The selected firm will be responsible for staying current with all FEMA and other agencies guidelines and regulations.** This dock repair will be submitted as a claim to FEMA subsequent to Hurricane Irma.

### 2.2 PRE-BID CONFERENCE

A Non-Mandatory pre-bid conference will be held on July 16, 2019 at 2:00 PM at Sunny Isles Beach Government Center, 18070 Collins Avenue, Sunny Isles Beach, FL 33160; 1<sup>st</sup> Floor Conference Room to discuss the special conditions and specifications included within this solicitation. A site walk-thru will be conducted immediately following the pre-bid conference to allow bidders to gain familiarity with the site and the existing infrastructure.

Bidders are requested to bring this solicitation document to the conference, as additional copies may not be available.

### 2.3 CONTRACT TERM

The Substantial Completion of the Project shall occur no later than sixty (60) calendar days from date of issuance of all permits, and Final Completion shall occur no later than ninety (90) calendar days from date of issuance of all permits.

### 2.4 DISCRIMINATION



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

## 2.5 EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 2.6 PRICE

If a Proposal is awarded a contract under this solicitation, the Price shall remain fixed and firm during the contract term. Contractor shall be responsible for mobilization and demobilization of labor, permits, materials and equipment. Payment for mobilization and demobilization will be included in the lump sum price indicated in the RFP. Pricing shall include such amounts, as proposer deems proper, for all labor, materials, supplies, equipment, subcontractors, insurance, bonds, overhead, profit and any other costs to provide the Services as noted in this Request for Proposal.

## 2.7 PERFORMANCE AND PAYMENT BOND

The City of Sunny Isles Beach shall require the successful proposer to furnish a Performance Bond and Payment Bond in the amount of 100% of the total Bid Price, with the City of Sunny Isles Beach as the Obligee, as security for the faithful performance of the Contract and for the payment of all persons performing labor or furnishing materials in connection herewith within ten (10) calendar days after issuance of the Notice of Award by the City. The Performance and Payment Bond shall continue in effect through the contract term. The bonds shall be with a surety company authorized to do business in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Performance Bond shall guarantee all work and materials furnished under the Contract including losses resulting from defects in the materials or improper performance of Work under the Contract that may appear or be discovered during performance of the Work or during any applicable warranty period after completion of all Work, and for latent defects, during the time periods set forth in section 95.11(3)(c), Florida Statutes. The Payment Bond shall stay in effect until the time required by section 255.05, Florida Statutes, for the making of claims under such Bond, or when all claimants submitting valid claims have been paid, whichever is later.



## 2.8 BID BOND

The City of Sunny Isles Beach shall require that every Bidder furnish a bid bond in the amount of 5% of the total bid price. The Bid Bond shall be countersigned by an agent of the surety company licensed to operate in the State of Florida.

## 2.9 INSURANCE

### 2.9.1 Comprehensive General Liability Insurance

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- Premises and Operation;
- Independent Contractors;
- Products and/or Completed Operations Hazard;
- Broad Form Property Damage;
  - Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
  - Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

### 2.9.2 Business Automobile Liability

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- **Employers' Non-City ship.**

Before starting the Work, the Bidder will file and make sure that all certificates of insurance **required by this document and by the Contract are in the City's possession.** These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The Bidder agrees that if any part of the Work under the Contract is sublet, they will require the Sub-Contractor(s) to carry insurance as required, and that they will require the Sub-





Contractor(s) to furnish to them insurance certificates similar to those required by the City in this section.

#### 2.9.3 **Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States **Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act**. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand and 00/100 dollars (\$100,000.00) per accident. Bidder agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment

#### 2.9.4 Environmental Pollution Insurance

The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

#### 2.9.5 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Consultant shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Bidder and must be approved by the City. At the option of the City, either the Bidder shall eliminate or reduce such deductible or the Bidder shall procure a Bond, in a form satisfactory to the City, covering the same.

NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. THE CITY OF SUNNY ISLES BEACH MUST BE SHOWN AS AN ADDITIONAL INSURED WITH RESPECT TO THIS COVERAGE.

#### 2.10 EXAMINATION OF SITE

Each proposer shall visit the site of the proposed work before submitting a proposal and shall fully familiarize themselves with conditions relating to construction and labor so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of work under the Contract. It will be assumed that the Bidder has investigated and is satisfied as to the conditions of work to be performed and materials to be furnished and shall base Bid on their own opinion of the conditions likely to be encountered, and for the bid price must assume all risk of variance, by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

Each proposer shall thoroughly examine and be familiar with the plans and specifications. The failure or omission of any proposer to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint themselves with conditions there existing, shall in no



way relieve any proposer from any obligation with respect to their proposal or to the Contract. The submission of a proposal shall be taken as prima facie evidence of compliance with this document.

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill, in every detail, all of the requirements of Contract Documents, nor will they be accepted as a basis on any claim whatsoever for extra compensation or for any extension of time.

#### 2.11 INTERPRETATION OF PLANS AND DRAWINGS

On all drawings, the figured dimension shall govern in case of discrepancy between the scales and figures. The Contractor shall take no advantage of any error or omission in the Drawings or of any discrepancy between the Drawings and Specifications. The Engineer of Record shall make such interpretations as may be deemed necessary for the fulfillment of the intent of the Drawings and Specifications as construed by the Engineer, and his/her decision shall be final. If there is a discrepancy between plans and specifications, the specifications govern.

#### 2.12 LABOR REGULATIONS

The Contractor shall fully comply with all laws and regulations concerning labor, work hours, wage rates, labor conditions and related matters. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2.13 LICENSES, PERMITS AND FEES

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Miami-Dade County, or City of Sunny Isles Beach Code. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid as non-responsive or otherwise. The successful Bidder shall comply with all federal, state and local ordinances, regulations, rules and permits as well as any other laws that would apply to the services being provided.

#### 2.14 QUALIFICATION OF BIDDER

The Contractor will be required to show, to the complete satisfaction of the Owner, that they have the necessary facilities, equipment, ability, and financial resources to perform the work in a



satisfactory manner, within the time specified, at the time of submission. No Contract will be awarded except to responsible Contractors and businesses capable of performing the class of work contemplated. The Contractor must be in business for at least 5 years relating to dock construction experience and a minimum contract value of one hundred thousand (\$100,000) dollars or larger.

Proposals must contain evidence of Bidder's qualification to do business in the State of Florida or covenant to obtain such qualification prior to award of the contract. Contractor shall have all licenses, certifications and/or permits required by Federal, State, and Local Statutes, Regulations, and/or Ordinances for performing the Work specified in the Bid Documents at the time of RFP submittal. Additionally, Contractor must comply with regulations, policies and codes of the City of Sunny Isles Beach.

#### 2.15 SUBCONTRACTORS:

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when the RFP is submitted. The City must approve any changes in the use of subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

The Engineer shall promptly notify the Contractor, in writing, if either the Owner or Engineer, after due investigation, has reasonable objections to any subcontractor on said list and does not accept them. Failure of the Owner or Engineer to make objection within three (3) weeks to any subcontractor on the list shall constitute acceptance of such subcontractor. After acceptance, no subcontractor shall be changed without written approval by the Owner and Engineer.

#### 2.16 PAYMENTS

Each invoice or payment application must be accompanied by all supporting documentation and other information reasonably requested by City, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate in the forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and **City's** receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, and a Final Release of Lien in the form set forth in Section 713.20, Florida Statutes.

A final payment invoice or application must be accompanied by written notice from Contractor that the entire Work is completed. The **City's** engineer of record will make a final inspection and notify Contractor in writing with a punch list of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary **to complete the punch list and remedy deficiencies. Contractor's obligation to perform and complete** the Work in strict accordance with the Contract Documents shall be absolute. The City may refuse



payment if (a) the Work is defective or completed Work has been damaged requiring correction or replacement, (b) the City has been required to correct defective Work or complete Work in accordance with the Contract Documents, or (c) because claims have been made against the City **on account of Contractor's performance** or furnishing of the Work or liens or claims have been filed or asserted in connection with the Work or there are other items entitling the City to a set-off against the amount due. No payment will be made for Work performed by the Contractor to replace defective work; for work which is not shown or ordered in the Contract Documents; or additional work performed by Contractor without prior written approval of City.

Invoices shall be supported with detailed information and mailed to:  
City of Sunny Isles Beach  
18070 Collins Ave, 4th Floor  
Sunny Isles Beach, FL 33106  
[AccountsPayable@sibfl.net](mailto:AccountsPayable@sibfl.net)

#### 2.17 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

#### 2.18 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

The Contractor shall furnish the following, including but not limited to, all labor, material, equipment, barricading, Maintenance of Traffic (MOT) inclusive of any required off duty police officers, adequate supervision, and coordination for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose and meeting or exceeding all permit or industry standard requirements. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City Manager or his designated representative for this project.

#### 2.19 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Contractor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications: (1) the materials may be returned to the Contractor at the Contractor's expense and the contract cancelled or (2) the City may require the Contractor to replace the materials at the Contractor's expense. **No provisions or allotments for delays or time extensions to the schedule as a result of "defective", unacceptable material, or reused material found shall be granted.**

In the event that material is suspected by the City of being reused or not new in original packaging, the material may be rejected. The Contractor shall remove such material and replace it at his/her cost and within the original schedule. **No provisions or allotments for delays or time extensions to the schedule as a result of "defective", unacceptable material, or reused material found shall be granted.**





2.20 NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A NOTICE TO PROCEED

The Contractor shall neither commence any work, nor enter a City work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the work has been received by the Contractor from the City Manager; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract. In addition to the written NTP, the Contractor must supply the City with the required insurance and bond documents.

2.21 ACCIDENT PREVENTION AND BARRICADES

Barricades, cones, construction fencing, temporary construction fencing and off duty police officers, per City regulations and other relevant requirements, shall be provided by the Contractor when work is performed in areas traversed by persons, vehicular traffic or when deemed necessary by the City Manager at no extra cost to the City. CONTINUOUS OFF-DUTY POLICE SUPPORT SHALL BE REQUIRED FOR ALL WORK RESULTING IN MODIFICATIONS TO THE EXISTING TRAFFIC FLOW PATTERNS INCLUDING BUT NOT LIMITED TO LANE CLOSURES AND DETOURS OR WHERE OTHERWISE REQUESTED BY THE CITY.

Contractor shall comply with City, State and Federal regulations and permit requirements for the placement of the proper Traffic Control Devices. Precautions shall be exercised at all times for the protection of persons and property. All services performed under this contract shall conform to all relevant regulations as prescribed in the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), **the Florida Department of Transportation's Design Standards (DS)** and OSHA during the course of such effort. Where requirements vary or conflict, the more stringent shall apply. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor.

2.22 SAFETY MEASURES:

Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Contractor to follow all OSHA Safety Standards. Danger signs warning against hazards created by his/ her operation and work in progress must be posted.

All employees of the contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The contractor shall use only equipment that is fully operational and in safe operating order. Contractor shall be especially careful when servicing property when pedestrians and/ or vehicles are in close proximity — work shall cease until it is safe to proceed.

2.23 DELIVERY & PROTECTION OF MATERIAL AND EQUIPMENT

All material must be F.O.B. destination. The Contractor is solely liable and responsible for the purchase, delivery, and installation of all materials and equipment. The contractor will make all arrangements for delivery. Contractor will be solely liable for receiving, inspecting, accepting, and replacing any damaged materials or equipment and filing any and all claim with suppliers or



transporters. Contractor is responsible for the protection of all materials and equipment from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the City.

#### 2.24 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by City, Contractor shall promptly, as directed and at its sole expense, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by City, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### 2.25 CHANGE ORDER

The Contract may only be changed by a Change Order approved by the City. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice by the Contractor delivered promptly to the City (but in no event later than seven (7) days) after the acknowledgement or occurrence of the event giving rise to the claim and stating the general nature of the claim. Within fourteen (14) days thereafter, notice of the amount of the claim with all supporting data shall cover all amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price or Contract Time shall be determined by the City. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum (which may include an allowance for overhead and profit) or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The City shall decide, in its sole discretion, whether to issue and agree to a Change Order, and verbal representations or instructions may not be relied upon by the Contractor.

#### 2.26 GUARANTEES

No guarantee or warranty is given or implied by the City as to a minimum or total amount of services that may or may not be purchased from any resulting contract or award. The quantities and frequencies provided herein are for proposal purposes only and will be used for tabulation and presentation of the bid. The City reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the City.

#### 2.27 WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM

**In addition to any manufacturer's warranties, Contractor warrants and guarantees to the Town that all work will be in strict accordance with the Contract Documents and will not be defective.**



All defective Work, whether or not in place, may be rejected, corrected or accepted as provided below.

#### 2.27.1 Correcting Defects Covered Under Warranty

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (7) calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Contractor in default of its contract, and/or (b) procure the products or services from another source and charge the Contractor for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

#### 2.27.2 Owner May Stop the Work

If the Work is defective or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will strictly conform to the Contract Documents, Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of Town to stop the Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

### 2.28 ONE YEAR CORRECTION PERIOD

In the event any work is found to be defective within one year after the date of Final Completion, **Contractor shall promptly, without cost to City and in accordance with City's written instructions,** either correct such defective Work, or, if it has been rejected by City, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be promptly paid by Contractor. Nothing in this RFP or the Contract shall be construed as a limitation on any right or remedy for breach of the Contract or defects in the Work. All rights set forth herein and in the Contract shall be deemed cumulative and in addition to any rights or remedies which may be afforded by Florida law.

### 2.29 LIQUIDATED DAMAGES FOR INCOMPLETE PROJECTS

The Contractor is obligated and guarantees to complete the Project in the time set forth in the Contract or any approved extension of time the Contractor may be granted by the City Manager. The Contractor will be notified in writing of any approved exceptions or extensions by the City Manager. Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated for substantial and/or final completion shall cause the Contractor to be subject to charges for liquidated damages for each and every calendar day the work remains incomplete beyond these deadlines. The liquidated damages amounts is five hundred dollars (\$500.00), for each calendar day.



As compensation due to the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the said liquidated damages from any amount due, or that may become due to the Contractor under this agreement, or to invoice the Contractor for such damages if the costs incurred exceed the amount due to the Contractor.

#### 2.30 FRAUD AND MISREPRESENTATION

The City may terminate this Contract based on any attempt by the Contractor to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement. Should this occur the Contractor will be responsible for all direct or indirect costs associated with termination or cancellation of the Contract.

#### 2.31 BACKGROUND CHECKS

The successful Firm will be responsible for hiring the necessary personnel to conduct the specified services 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. All staff assigned to this contract shall be required, at their sole cost and expense, to pass a criminal background check prior to award of the contract. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE") Florida Crime Information Center/National Crime Information Center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work at any City facility.

#### 2.32 PUBLIC RECORDS LAW

The City is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the ITB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE **SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS** RELATING TO THIS AGREEMENT, CONTACT THE





CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. **THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**

END OF SECTION



## Section 3 Scope of Services / Technical Specifications

### 3.1 SCOPE OF WORK

The City of Sunny Isles Beach, FL ("OWNER") is seeking to retain a qualified ("CONTRACTOR" or "PROPOSER") capable of providing all services associated with the removal of damaged sections of original dock located at 500 Sunny Isles Boulevard. Upon contract award, the contractor will reconstruct dock to original configuration pending permit approvals. New dock to consist of sleeving existing pilings with PVC pipe and filling with a concrete grout, constructing joists and stringers using 3" x 8" pressure treated lumber and stainless steel hardware, installing new fiberglass composite mesh decking, water lines and electric lines, lights and pedestals, install float-on kayak launching dock and stairs. No power or utilities are at the site.

The selected contractor should expect to attend meetings with City staff, engineer. Contractor should also expect to present a phased approach for permitting, planning, design and implementation of the proposed improvements. The selected firm will be expected to assist the City in the preparation and submittal of the appropriate regulatory permitting associated with the replacement of the docks. No public restrooms onsite, Contractor will need to bring a portable.

The project will be carried out into two phases:

- Phase one:  
Contractor shall remove and dispose of all old dock sections and miscellaneous equipment. Contractor shall remove old sections of the dock and leave piling in place.
- Second Phase:  
Contractor shall provide shop drawings for permitting and installation of the new dock at Bella Vista Park. Contractor shall be responsible for obtaining all permits for the project. **Piling shall be cleaned and sleeved with 16" schedule 40 PVC pipe sections, 20' long driven into the bottom 3'. PVC to be filled with 5000 PSI cement grout. Pilings shall have white PVC top cones. Dock substructure shall be 3" x 8" pressure treated lumber connected with 5/8" stainless steel bolts and hardware. Dock deck shall be Dura Grating- mini mesh manufactured by Dura Composites Ltd., 22 mm thickness, tan color. Floating dock shall be manufactured by AccuDock, model KD12x16 for kayak launching and include a walkway for access. Pedestal services shall be EATON lighthouse power pedestal, 30A/30A, 30A/30A, 20A service with water hookups.**

### 3.2 REQUIREMENTS OF THE CONTRACTOR

Contractors interested in performing these services must exhibit considerable relevant experience with this type of work, and should emphasize both experience and capability of particular personnel who will actually perform the work. Contractors should demonstrate that they have experience working with docks reconstruction, preferably for government. The selected contractor will be responsible for obtaining all Federal, State and local permits and / or approvals from Miami-Dade Water and Sewer, DERM, Environmental, Miami-Dade Public Works, the Florida Department of Transportation (FDOT) as necessary and all City of City of Sunny Isles Beach Building permits necessary for the construction of the projects. Contractor must have at least (5) years of dock



construction experience over the past 10 years of similar size, nature and complexity as requested within this RFP, with a construction amount exceeding \$50,000 and provide evidence of same using the Project Verification Form provided herein.

### 3.3 CITY ENGINEER

All communications and correspondence shall be directed to the City Engineer and appointed project manager.

### 3.4 DESIGNATED PERSONNEL

The Contractor shall designate the personnel according to the organization chart submitted along with proposal, indicating who will be assigned specifically to the performance of this work. At the time of negotiation for entry into a formal contract, the City shall have the right to specify those key project personnel for whom the successful firm assigns to the project. Contractor shall not be allowed to substitute other personnel without prior written permission of the City Manager.

### 3.5 STORAGE

A. The Contractor shall be responsible for providing satisfactory storage facilities which are acceptable to the Engineer.

B. The Contractor shall be responsible for the maintenance and protection of all equipment, materials, and products placed in storage and shall bear all costs of storage, preparation for transportation, transportation, rehandling, and preparation for installation.

C. Unless otherwise permitted in writing by the Engineer, building products and materials such as cement, grout, plaster, gypsum-board, particleboard, resilient flooring, acoustical tile, paneling, finish lumber, insulation, wiring, etc., shall be stored indoors in a dry location. Building products such as rough lumber, plywood, concrete block, and structural tile may be stored outdoors under a properly secured waterproof covering.

D. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

### 3.6 DISCREPANCIES FROM PLANS

If the Contractor, in the course of work, finds any discrepancy between the drawings and the physical conditions of the locality, or any errors or omissions in drawings or in layout as given by points and instructions, it shall be his duty to immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, shall be done at the Contractor's risk.



### 3.7 AS-BUILT RECORDS

A complete set of as-built records shall be kept by the Contractor at the job site. These records shall show all items of construction and equipment which differ in size, shape or location from those shown on the Contract drawings, also any additional work, existing features or utilities revealed by construction work which are not shown on the Contract drawings. These records shall be kept up to date daily. They may be kept on a marked set of Contract drawings to be furnished the Contractor for this purpose, or in any other form which is approved prior to the beginning of the work. They shall be available at all times during construction for reference by the Engineer, and shall be delivered to the Engineer prior to pre-final inspection.

### 3.8 ON-SITE WORK HOURS

Except as provided herein, no person or entity shall operate construction tools and equipment except between the following hours:

A. Standard time: 7:00 a.m. to 5:00 p.m. Monday through Friday

B. Prohibited acts: No construction activities shall take place on Sunday and on the following holidays: New Year's Day, Fourth of July, Labor Day, Yom Kippur, Thanksgiving Day, and Christmas Day. As it is the City's desire to expedite this project to the extent possible, the City will permit extended work hours in most cases following a written request by the Contractor.

### 3.9 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. No equipment, material, debris, trailers or other items may be stored in any location outside of the provided construction easements without written approval from the City and the property owner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City. Damage to Public and/or Private Property: Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the City. The Contractor shall use all means to protect existing objects, structures and vegetation designated to remain. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the City, at no additional cost to the City.

END OF SECTION





## Section 4 Response Format

### 4.0 FORMAT

Submittals shall be submitted in duplicate. Submit one (1) original, four (4) copies and one (1) electronic copy of the submittal on USB Drive or CD. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the bid should state the name of the CONTRACTOR, the bid number, and the page number. The City reserves the right to request additional data or material to support bid. All material submitted in response to the RFP will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The proposal **must** be in the following format at the time of submittal:

#### 1. Company Information

In response to this Proposal, all Contractors must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Location(s)
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Office address and telephone number, email address
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as active.
- W9

#### 2. Qualifications

**Proposer's relevant experience, qualifications and past performance**

- An explanation of why the Contractor is the best qualified to perform the **contract, include General Contractor's license.**
- Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. Project list demonstrating this minimum experience and shall include, at a minimum: the project, date of completion, base contract amount, number and amount of change orders, if any, the name, address, and phone number of the **owner or owner's representative familiar** with the work. Specifically list any projects, either complete or underway, that are located in Miami-Dade, Broward or Palm Beach, Florida Counties.



### 3. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors

- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn
- The composition of the staff team that will be assigned to the contract, their function in the company.
- The name of the person who will be responsible for the coordination of work.
- Each proposal must identify the name(s) and address(es) of all Subcontractors, suppliers and other persons and organizations including those who are to furnish the principal items of material and equipment. If requested by City after Bid Opening and before Award, the successful bidder shall submit to City additional detail on any or all Subcontractors or Suppliers including without limitation, pertinent information regarding similar projects, and other evidence of qualification for each such Subcontractor, Supplier, other persons or organization.

### 4. Approach / Methodology

Proposers approach methodology to providing the services requested in this solicitation

- Suitability of the methodologies and approaches used in achieving tasks
- Work plan explaining how they intend on meeting the established deadlines.

### 5. References

Each Proposer must submit contact information to three (3) references of Current and Past Customers, preferably government agencies of which they have provided services similar in scope and size of those described herein. No staff at the City of Sunny Isles Beach shall be listed as a reference.

The City retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

### 6. Corporate Standing and Authorized Signatory

Respondent must demonstrate that the company is in good standing and that the person signing this submittal is an Authorized Signatory on behalf of the respondent to sign bids, proposals, negotiate and/or sign contracts, agreements, amendments and related documents to which the respondent will be duly bound. The respondent must provide a copy of the State Certificate of good standing listing the officers of the company. If the signatory is not one of the officers listed on the State Certificate, the respondent must provide one of the following forms of evidence of Signatory Authority with its response:



- a. A copy of firm's Articles of Incorporation listing the approved signatories of the corporation;
  - b. A copy of a resolution listing the members of staff as authorized signatories for the firm; and
  - c. A letter from a corporate officer listing the members of staff that are authorized signatories for the firm.
7. Litigation History

CONTRACTOR shall provide a summary of any litigation or arbitration that the CONTRACTOR, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving any public entity. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any CONTRACTOR it determines to be excessively litigious.

8. Forms and Attachments

Enclosed Forms:

Respondent must complete, sign as required, and submit the Addenda and all forms **Firm's Current Certificate(s)** of Insurance; and attach a financial statement including **bidder's** latest balance sheet and income statement.

END OF SECTION



## SECTION 5 Evaluation Process

### 5.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The City reserves the right to select the Contractor who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.

#### EVALUATION METHOD AND CRITERIA

The City will consider the following factors below in evaluating the qualifications of the bidders:

1.	Previous experience with dock construction/ repair projects. Contractor to include if they have any experience working with FEMA.
2.	Firm possesses all appropriate Contractors and professional licenses required to do business in the State of Florida.
3.	<ul style="list-style-type: none"> <li>i. The ability, capacity, skill, and organization of the Contractor to perform and support the needs and objectives within the scope of work as proposed.</li> <li>ii. The character, integrity, reputation, judgment, experience of Contractor.</li> <li>iii. The schedule and availability of the Contractor; to include response time.</li> <li>iv. Financial stability.</li> <li>v. The Current and projected workload of the Contractor; to include current contracts with other government entities.</li> </ul>
4.	Price Schedule

### 5.2 Price Evaluation

The price proposal should include all components of specifications provided. It shall be evaluated subjectively in combination with the qualifications provided, including an evaluation of how well it matches **Contractor's understanding of the City's needs** described in this solicitation, the **Contractor's** assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

### 5.3 Negotiations

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the **Contractor's** best terms from a monetary and technical standpoint.





Notwithstanding the foregoing, if the City and said Contractor cannot reach agreement on a **contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations** with the next lowest responsible and responsive Contractor. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Contractor shall have any rights against the City arising from such negotiations or termination thereof.

Any Contractor recommended for negotiations must provide to the City:

- a) Its most recent financial statements as of a date not earlier than the end of the Contractor's preceding official tax accounting period. A copy of the most recent business income tax return will be accepted if financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Contractor, any of its employees or subcontractors is or has been involved within the last three years.

#### 5.4 DISCUSSIONS & PRESENTATIONS

The short-listed **contractor's** may be requested to make presentations to the City. The City may require additional information after evaluation of the submittals that does not affect the overall competition of the procurement, the contractor shall agree to furnish such information upon **the City's request. Hence, proposals should be initially submitted** on the most complete and favorable terms which contractors are capable of offering to the City. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals.

END OF SECTION



BID FORM 1

DELIVER TO:  
City of Sunny Isles Beach  
City Clerk  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160

OPENING: 2:30 P.M.  
Friday, August 2, 2019

PLEASE QUOTE PRICES, LESS TAXES, FOR THE  
CITY OF SUNNY ISLES BEACH, FLORIDA

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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Issued by:	Purchasing Agent GENESIS CUEVAS	Date Issued:	This Bid Submittal Consists of Pages 31 +
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Sealed RFPs are subject to the Terms and Conditions of this Request for Proposal and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

RFP 19-07-01

BELLA VISTA PARK DOCK RECONSTRUCTION

PROCUREMENT AGENT:  
GENESIS CUEVAS

FIRM NAME:

COMMODITY CODE(S):

RETURN ONE ELECTRONIC COPY (FLASHDRIVE OR CD) ONE ORIGINAL AND FOUR COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 32 OF SECTION 4 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE



Bid Title: Bella Vista Park Dock Reconstruction

THE UNDERSIGNED BIDDER PROPOSES AND AGREES, IF THIS BID IS ACCEPTED, TO ENTER INTO AN AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH TO PERFORM AND FURNISH ALL WORK AS SPECIFIED OR INDICATED IN THE CONTRACT DOCUMENTS FOR THE CONTRACT PRICE AND WITHIN THE CONTRACT TIME INDICATED IN THIS BID AND IN ACCORDANCE WITH THE OTHER TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.

The Bidder accepts all of the terms and conditions of the RFP and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Bidder agrees to sign and submit the Agreement and other documents required by this RFP **within ten days after the date of the City's Notice of Award.**

IN SUBMITTING THIS RFP, THE BIDDER REPRESENTS, AS MORE FULLY SET FORTH IN THE AGREEMENT, THAT:

- The Bidder has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Bidder has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Bidder.
- This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidders or over the City.

The Contractor understands and agrees that the Bid is for unit prices to furnish and install individual Work Items for maintenance and/or repair work, complete in place. Estimates are provided for the purpose of Bid evaluation and to establish unit prices for individual Work Items for maintenance and/or repair work to be contracted by the City under individual Purchase Orders, based on the unit prices established under this Bid.

The City and the successful Bidder will establish completion times for each individual Work Item and the successful Bidder agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.

Exact Legal Company Name: \_\_\_\_\_

Business Name (dba), if any: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_



Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

FEIN No.: \_\_\_\_\_

*\*By signing this document the bidder agrees to all Terms*

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

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

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

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.





BID FORM 2  
QUESTIONNAIRE

Contractor to list projects of similar project scope fulfilling the following qualification requests:

1. List Project Management Personnel, include resumes. Personnel cannot be changed without written approval.

- \* Principal in charge
- \* Project Manager

2. How many years has your organization been in business as a General Contractor?

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3. List minimum of two (2) previous similar dock projects, preferably from a public entity. Include: Project Name, Owner, Project Address, Contact person, Phone, Contract Amount, Date of Completion and Description of Work.

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4. Have you personally inspected the proposed work, are there any concerns that may impede your performance on this project?

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5. Will you subcontract any part of this work? If so, give details such as the subcontractor name, address, phone number and type of work to be performed. Also, indicate the percentage of the total work to be performed by the subcontractor.

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6. What equipment will you purchase for the proposed work?

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7. Have you ever completed a public works project or marine project in Dade County, Florida? If so please provide project description, contract/project number, and final contract price.

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8. The business is a (sole proprietorship) (partnership) (corporation) and name of owner:

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9. Are there any exceptions to any of the terms in this RFP, and outline what, if any, alternative is being offered.

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10. Each Proposer must submit a list of three (3) references of Current and Past Customers, preferably government agencies of which they have provided services similar in scope and size of those described herein:

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**CONTRACTOR MUST ATTACH LICENSES, SUCH AS GENERAL CONTRACTOR'S LICENSE, TRAININGS AND CERTIFICATIONS OF CONTRACTOR AND SUBCONTRACTORS AND THE COMPANY'S CURRENT FINANCIAL STATEMENTS.**



BID FORM 3  
ADDENDA ACKNOWLEDGEMENT

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INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

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PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS ITB

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

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PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB

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FIRM NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_





DATE: \_\_\_\_\_

## ATTACHMENT A

# ELECTRONIC CODE OF FEDERAL REGULATIONS

## e-CFR data is current as of January 6, 2017

[Title 2](#) → [Subtitle A](#) → [Chapter II](#) → Part 200

Title 2: Grants and Agreements

### Procurement Standards

#### **§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is



unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each



contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

#### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum



essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

#### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (\$200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:





- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;



(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and



degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

#### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.



(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

#### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

#### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.





(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week



of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.



[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]



ATTACHMENT B

# TECHNICAL SPECIFICATIONS





PROJECT BELLA VISTA PARK  
DOCK RESTORATION

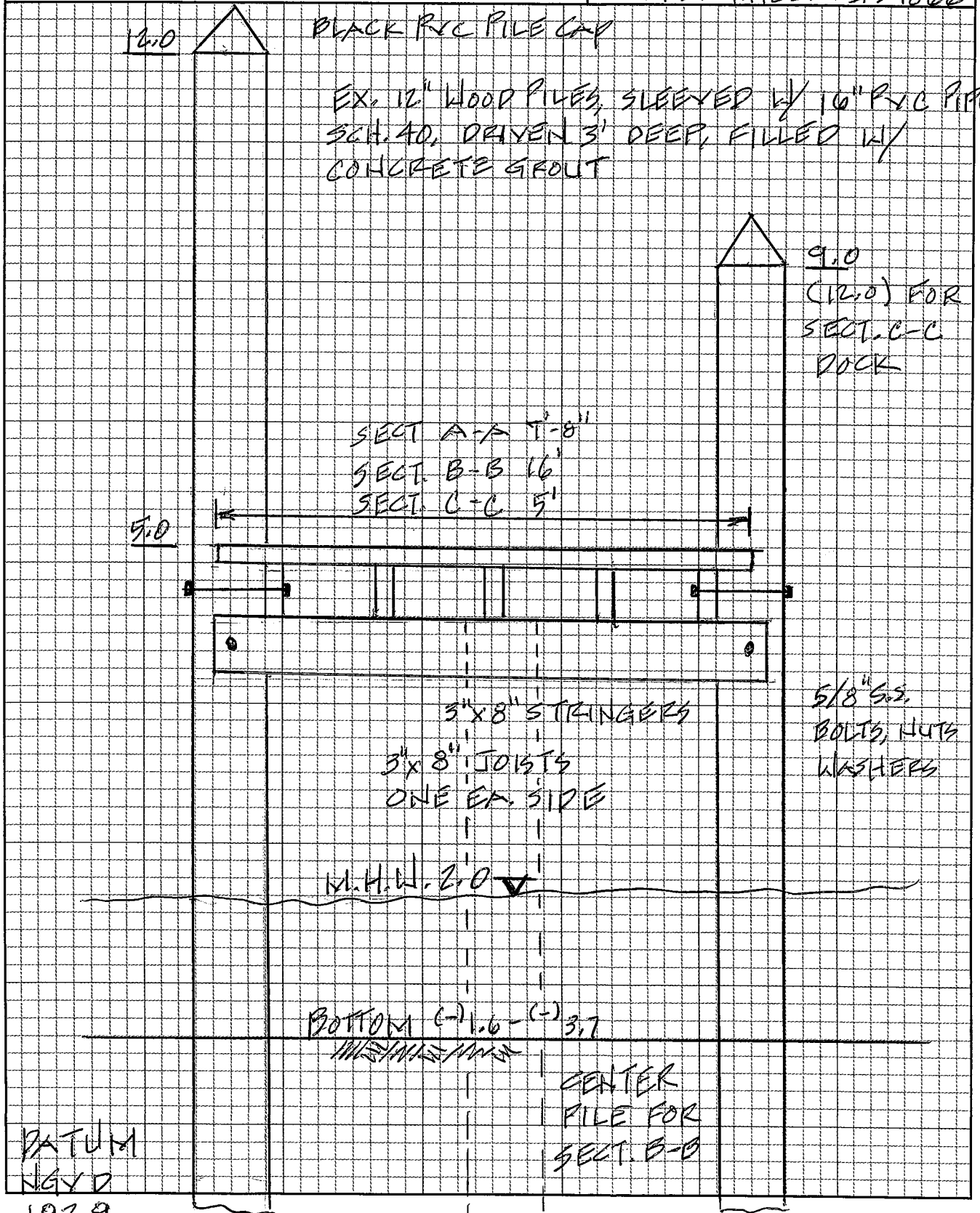


City of Sunny Isles Beach  
 18070 Collins Avenue  
 Sunny Isles Beach, FL 33160  
 Tel: 305.947.0606

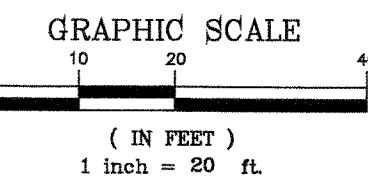
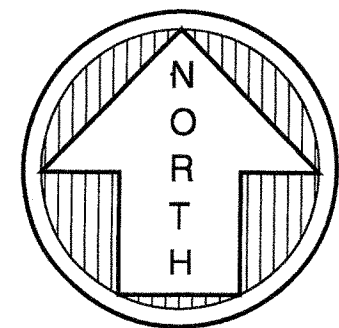
PREPARED BY: RICK LABINSKY, P.E.

RICK LABINSKY  
 PE  
 CITY ENGINEER #34866

DATE: \_\_\_\_\_ PAGE: \_\_\_\_\_ OF \_\_\_\_\_







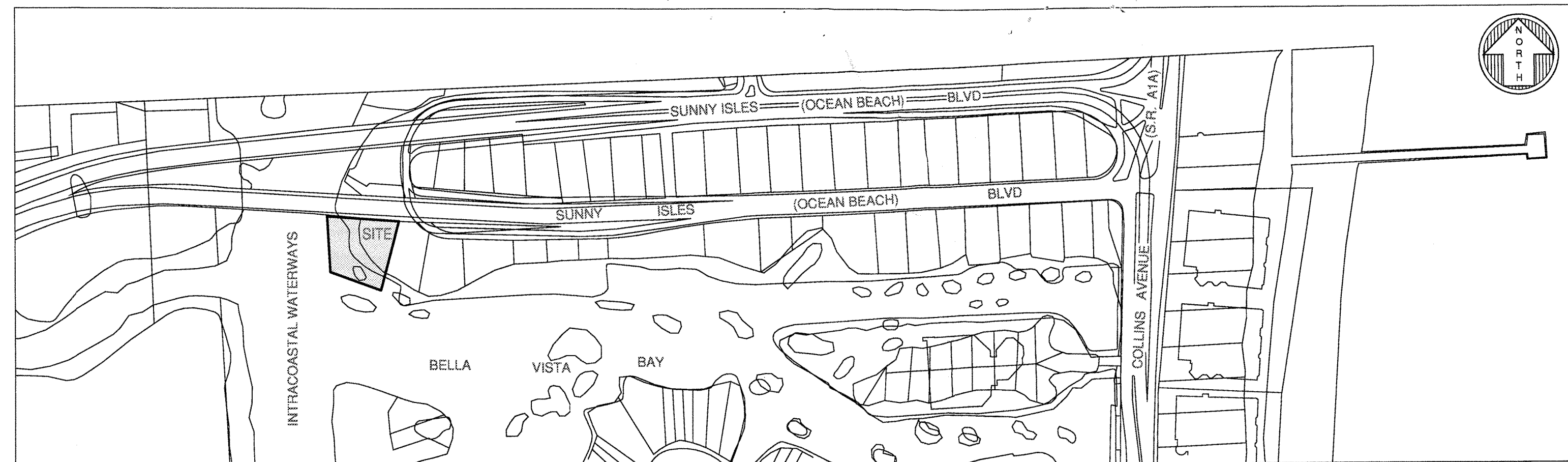
**LEGEND**

	CATCH BASIN		0.5' CURB
	MANHOLE		2.0' CURB & GUTTER
	LIGHT POLE		CHAIN LINK FENCE
	WATER METER		GRADE ELEVATION
	CATCH BASIN INLET		ELEVATION
	UTILITY POLE		INVERT
	RISER		SANITARY
	FIRE HYDRANT		PERMANENT REFERENCE MONUMENT
	HANDHOLE		CONCRETE
	SIGN		ASPHALT PAVEMENT

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**LOCATION SKETCH**  
SCALE: 1"=300'

**SUNNY ISLES BOULEVARD**  
S.R. 826 / 4 EASTBOUND LANES  
(RIGHT-OF-WAY VARIES PER F.D.O.T. RIGHT-OF-WAY MAP, SECTION 87170-2517)

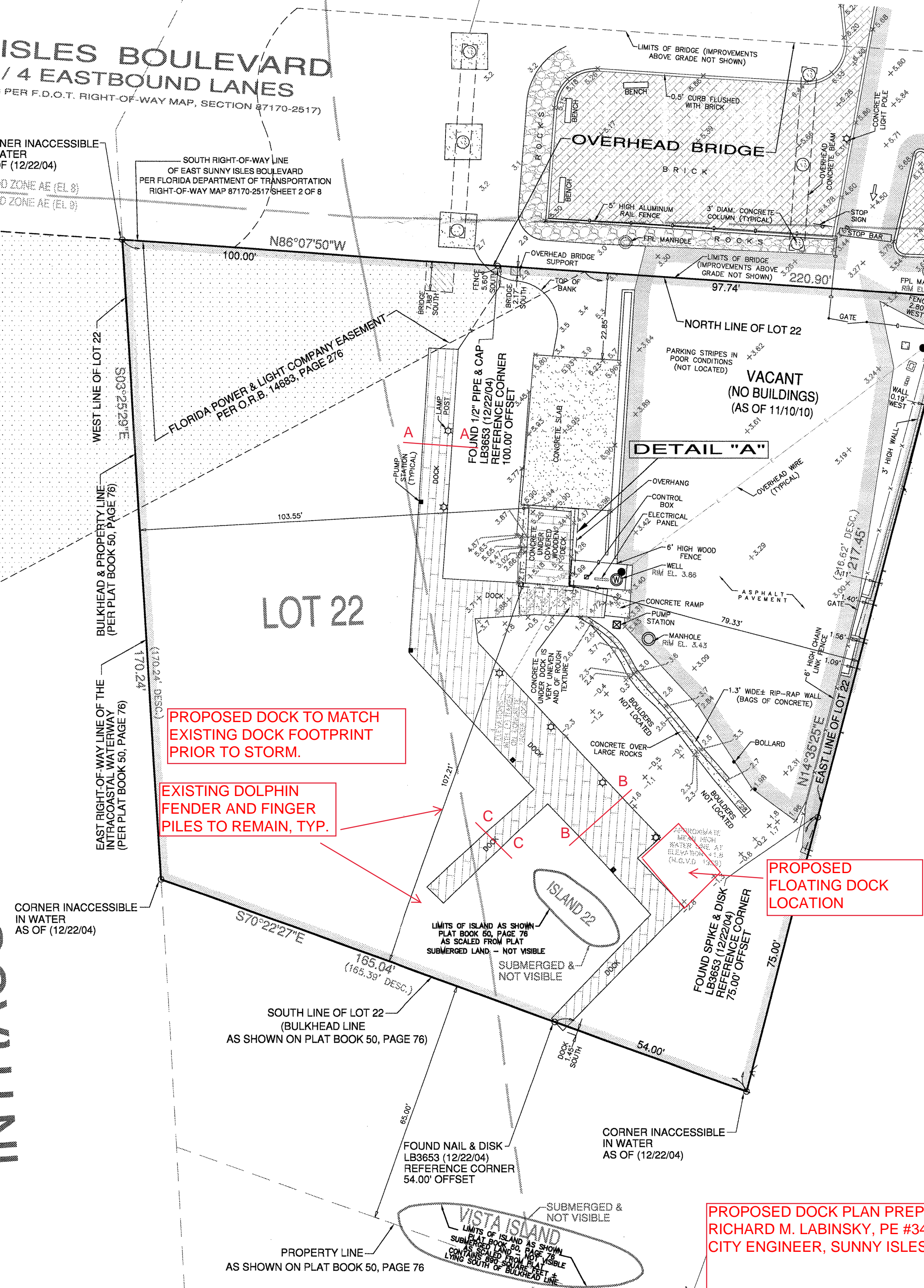
CORNER INACCESSIBLE  
IN WATER  
AS OF (12/22/04)

SOUTH RIGHT-OF-WAY LINE  
OF EAST SUNNY ISLES BOULEVARD  
PER FLORIDA DEPARTMENT OF TRANSPORTATION  
RIGHT-OF-WAY MAP 87170-2517 SHEET 2 OF 8

APPROXIMATE LIMITS OF FLOOD ZONE AE (EL. 9)

APPROXIMATE LIMITS OF FLOOD ZONE AE (EL. 8)

**INTRACOASTAL WATERWAY**

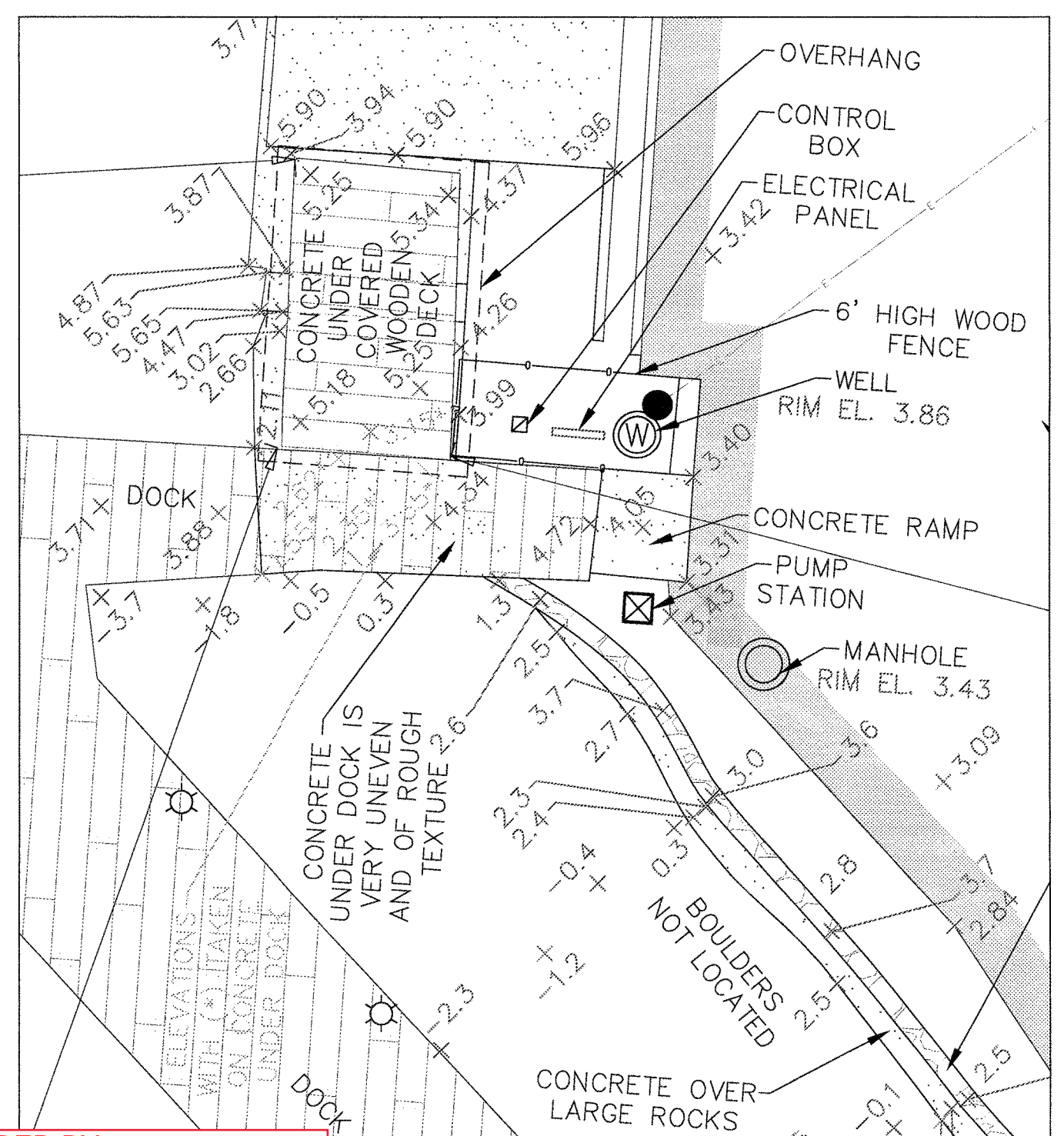


PROPOSED DOCK TO MATCH  
EXISTING DOCK FOOTPRINT  
PRIOR TO STORM.

EXISTING DOLPHIN  
FENDER AND FINGER  
PILES TO REMAIN, TYP.

PROPOSED FLOATING DOCK  
LOCATION

PROPOSED DOCK PLAN PREPARED BY:  
RICHARD M. LABINSKY, PE #34866  
CITY ENGINEER, SUNNY ISLES BEACH



**DETAIL "A"**  
SCALE: 1"=10'

**LEGAL DESCRIPTION:**

Lot 22, Island 22, and Vata Island, Second Revised Plat of BELLA VISTA SUBDIVISION, as recorded in Plat Book 50, Page 76 of the Public Records of Dade County, Florida. Also, all the right, title and interest of the Grantors and predecessor in title, Edward A. Griffin and Edna M. Griffin, his wife, and Otto G. Neumann and Gertrude L. Neumann, his wife, if any, in and to the following described property, which includes a portion of the foregoing described property, to wit: Beginning at a point on the Northeast corner of Lot 22, of the Second Revised Plat of BELLA VISTA SUBDIVISION, recorded in Plat Book 50, Page 76, Public Records of Dade County, Florida, proceed North 86°07'50" West for a distance of 220.90 feet to a point on the East right of way line of the Intracoastal Waterway, as shown on the above mentioned plat; thence proceed South 03°52'29" East for a distance of 170.24 feet to a point; thence proceed South 70°22'27" East for a distance of 165.39 feet to a point; thence run North 14°33'25" East for a distance of 216.62 feet to a point of beginning. Said land being set forth in the Second Revised Plat of BELLA VISTA SUBDIVISION, as recorded in Plat Book 50 at Page 76, Public Records of Dade County, Florida. The property is commonly known as 500 Sunny Isles Blvd., Sunny Isles, Florida.

**SURVEYOR'S NOTES:**

- This site lies in Section 14, Township 52 South, Range 42 East, City of Sunny Isles Beach, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Lands shown hereon were abstracted for easements and/or rights-of-way of records per First American Title Insurance Company Commitment No. FA-C-NCS-92175-FTL with an effective date of April 26, 2004. All easements and/or rights of way of record per title commitment that are plottable are shown on this "Boundary Survey".
- SCHEDULE B - Section II  
1 thru 8 Standard Exceptions.  
9 Provisions of the Plat of Second Revised Plat of BELLA VISTA SUBDIVISION, recorded in Plat Book 50, Page 76.  
NO EASEMENTS SHOWN ON PLAT  
10 Ordinance No. 80-13 recorded in O.R.B. 10702, Page 1615.  
Affects parcel but not subject to location.  
11 State of Florida Department of Transportation Right of Way Resolution for Primary Road Projects recorded in O.R.B. 11888, Page 2454.  
Benefits parcel.  
12 Easement granted to Florida Power & Light Company, recorded in O.R.B. 14683, Page 276.  
Affects parcel but not subject to location.  
All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida, unless otherwise indicated.

- Bearings hereon are referred to an assumed value of N86°07'51"W for the North line of Lot 22, and evidenced by one (1) Found Nail & Disk and one (1) 1/2" Pipe & Cap (Both being LB3653).
- Elevations shown hereon are relative to the National Geodetic Vertical Datum of 1929, based on Miami-Dade County Bench Mark No. E-314-R, Elevation +8.88, located on November 8, 2010 West of the intersection of NE 163rd Street and North Bay Road.
- Lands shown hereon are located within an area having a Zone Designation AE (EL 8) & AE (EL 9) by the Federal Emergency Management Agency (FEMA), on Flood Insurance Rate Map No. 12086C0142L for Community No. 120688, dated September 11, 2009, and index map revised September 11, 2009, and is relative to the National Geodetic Vertical Datum of 1929.
- Dimensions indicated hereon are field measured by electronic measurement, unless otherwise noted.
- Total Area as described in Legal Description containing 0.858 acres, more or less.
- Precision of closure 1:15,000.
- Roof overhang not located unless otherwise shown.
- Underground improvements and/or underground encroachments not shown unless otherwise indicated.
- Legal description shown hereon furnished by client.
- Notes:  
\* Boundary not updated on November 10, 2010  
\* A Mean High Water Line Survey was not performed on November 10, 2010. The approximate location of the Mean High Water Line is at Elevation +1.8 (N.G.V.D. 1929).

**SURVEYOR'S CERTIFICATION:**

I hereby certify that this "Boundary & Topographic Survey" was made under my responsible charge on May 24, 2004 and updated on December 22, 2004 and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes and was made in accordance with "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 1989. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that proper field procedures, instrumentation, and adequate survey personnel were employed in order to achieve results comparable to those outlined in the "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

\*Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper

FORTIN, LEAVY, SKILES, INC., LB3653

By: Daniel C. Fortin, For The Firm  
Surveyor and Mapper, LS2853  
State of Florida

This Drawing is the Property of Fortin, Leavy, Skiles, Inc. and is an Instrument of Service not to be Reproduced in Whole or in Part without the Express WRITTEN Permission of Some.

No.	Revision	Description
3	100818	ADD'L. TPO ONLY (11/10/10) (BOUNDARY NOT UPDATED)
2	042378	UPDATE SURVEY (12/22/04) S.H.
1	041624	AMEND AREA TO INCLUDE ISLAND VISTA
		O.N.

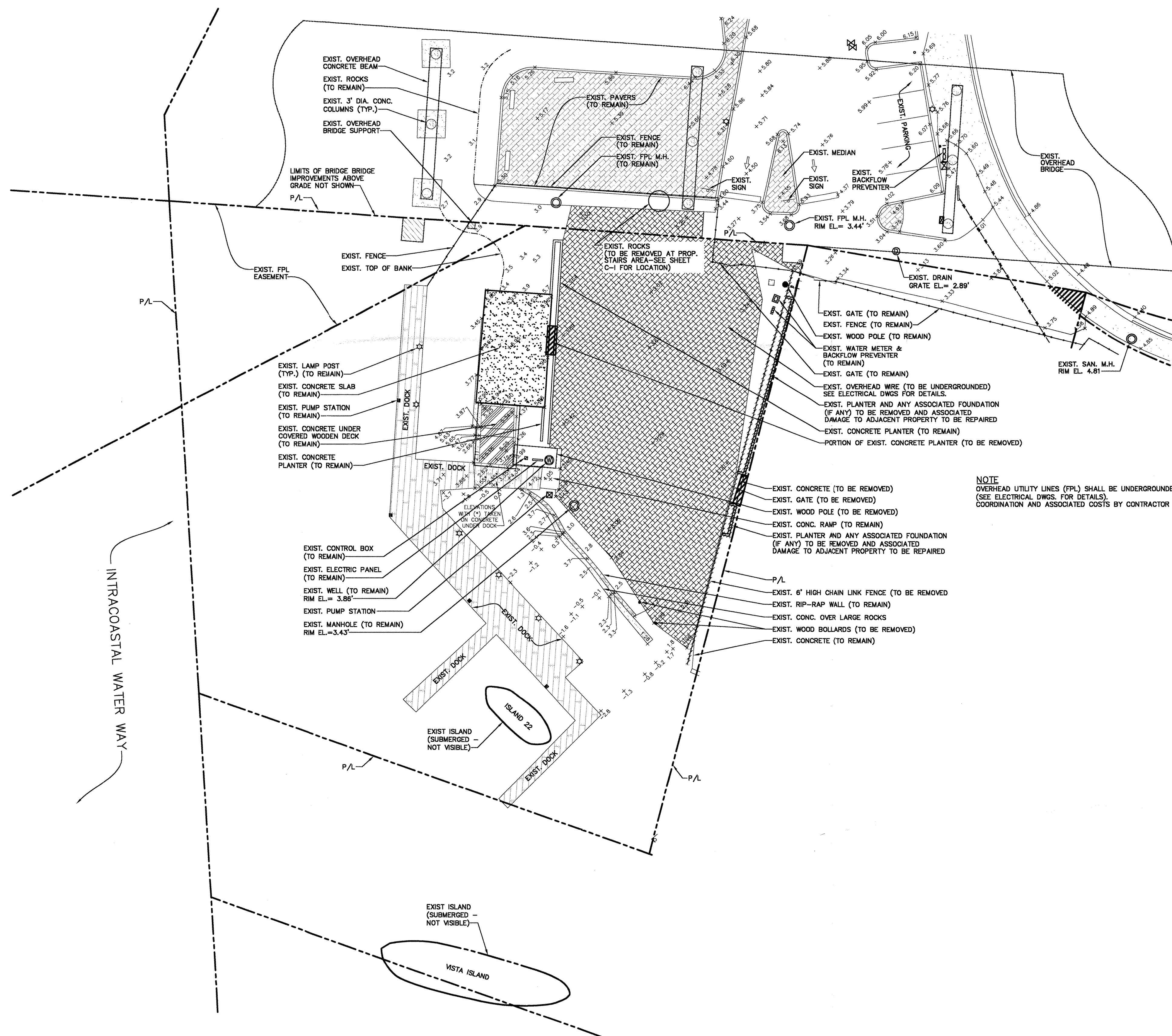
**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 000036633  
180 Northeast 168th Street / North Miami Beach, Florida, 33162  
Phone: 305-653-4493 / Fax 305-651-1752 / Email: fls@flsusa.com

**ALTA/ACSM LAND TITLE SURVEY**  
500 SUNNY ISLES BOULEVARD - LOT 22  
CITY OF SUNNY ISLES BEACH, MIAMI-DADE COUNTY, FLORIDA

Date	5/24/04
Scale	1" = 20'
Drawn By	DWF
Jad. No.	021933
Flotted:	11/19/10 10:26a
Ref. Dwg.	2002-193
Field Book	566/09-10 RLL
Job. No.	040914
Dwg. No.	2004-105
Sheet	1 of 1



NO.	DATE	DESCRIPTION

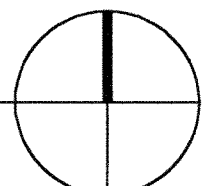


**LEGEND:**

- EXIST. PAVEMENT TO BE REMOVED
- EXIST. CONCRETE SLAB AND PLANTER TO BE REMOVED
- EXIST. COVERED WOODEN DECK TO BE REMOVED
- EXIST. ROCKS / BOULDERS TO BE REMOVED
- EXIST. FENCE TO BE REMOVED
- EXIST. 3' HIGH WALL TO BE REMOVED
- EXISTING ELEVATION

**NOTE:**  
OVERHEAD UTILITY LINES (FPL) SHALL BE UNDERGROUNDED.  
(SEE ELECTRICAL DWGS. FOR DETAILS).  
COORDINATION AND ASSOCIATED COSTS BY CONTRACTOR

**DEMOLITION PLAN**  
SCALE: 1" = 20'



INTRACOASTAL WATER WAY

EXIST. ISLAND (SUBMERGED - NOT VISIBLE)

VISTA ISLAND

EXIST. ISLAND (SUBMERGED - NOT VISIBLE)

ISLAND 22

EXIST. CONTROL BOX (TO REMAIN)

EXIST. ELECTRIC PANEL (TO REMAIN)

EXIST. WELL (TO REMAIN)  
RIM EL. = 3.86'

EXIST. PUMP STATION (TO REMAIN)

EXIST. MANHOLE (TO REMAIN)  
RIM EL. = 3.43'

EXIST. DOCK

EXIST. DOCK

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EXIST. CONCRETE (TO BE REMOVED)

EXIST. GATE (TO BE REMOVED)

EXIST. WOOD POLE (TO BE REMOVED)

EXIST. CONC. RAMP (TO REMAIN)

EXIST. PLANTER AND ANY ASSOCIATED FOUNDATION (IF ANY) TO BE REMOVED AND ASSOCIATED DAMAGE TO ADJACENT PROPERTY TO BE REPAIRED

EXIST. 6' HIGH CHAIN LINK FENCE (TO BE REMOVED)

EXIST. RIP-RAP WALL (TO REMAIN)

EXIST. CONC. OVER LARGE ROCKS

EXIST. WOOD BOLLARDS (TO BE REMOVED)

EXIST. CONCRETE (TO REMAIN)

EXIST. GATE (TO REMAIN)

EXIST. FENCE (TO REMAIN)

EXIST. WATER METER & BACKFLOW PREVENTER (TO REMAIN)

EXIST. GATE (TO REMAIN)

EXIST. OVERHEAD WIRE (TO BE UNDERGROUNDED) SEE ELECTRICAL DWGS FOR DETAILS.

EXIST. PLANTER AND ANY ASSOCIATED FOUNDATION (IF ANY) TO BE REMOVED AND ASSOCIATED DAMAGE TO ADJACENT PROPERTY TO BE REPAIRED

EXIST. CONCRETE PLANTER (TO REMAIN)

PORTION OF EXIST. CONCRETE PLANTER (TO BE REMOVED)

EXIST. FPL M.H. RIM EL. = 3.44'

EXIST. SIGN

EXIST. SIGN

EXIST. MEDIAN

EXIST. BACKFLOW PREVENTER

EXIST. OVERHEAD BRIDGE

EXIST. OVERHEAD BRIDGE

EXIST. ROCKS (TO BE REMOVED AT PROP. STAIRS AREA - SEE SHEET C-1 FOR LOCATION)

EXIST. FENCE (TO REMAIN)

EXIST. FPL M.H. (TO REMAIN)

EXIST. PAVERS (TO REMAIN)

EXIST. OVERHEAD CONCRETE BEAM (TO REMAIN)

EXIST. ROCKS (TO REMAIN)

EXIST. 3' DIA. CONC. COLUMNS (TYP.)

EXIST. OVERHEAD BRIDGE SUPPORT

LIMITS OF BRIDGE BRIDGE IMPROVEMENTS ABOVE GRADE NOT SHOWN

EXIST. FPL EASEMENT

EXIST. FENCE

EXIST. TOP OF BANK

EXIST. LAMP POST (TYP.) (TO REMAIN)

EXIST. CONCRETE SLAB (TO REMAIN)

EXIST. PUMP STATION (TO REMAIN)

EXIST. CONCRETE UNDER COVERED WOODEN DECK (TO REMAIN)

EXIST. CONCRETE PLANTER (TO REMAIN)

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EXIST. GATE (TO REMAIN)

EXIST. FENCE (TO REMAIN)

EXIST. WOOD POLE (TO REMAIN)

EXIST. WATER METER & BACKFLOW PREVENTER (TO REMAIN)

EXIST. GATE (TO REMAIN)

EXIST. OVERHEAD WIRE (TO BE UNDERGROUNDED) SEE ELECTRICAL DWGS FOR DETAILS.

EXIST. PLANTER AND ANY ASSOCIATED FOUNDATION (IF ANY) TO BE REMOVED AND ASSOCIATED DAMAGE TO ADJACENT PROPERTY TO BE REPAIRED

EXIST. CONCRETE PLANTER (TO REMAIN)

PORTION OF EXIST. CONCRETE PLANTER (TO BE REMOVED)

EXIST. FPL M.H. RIM EL. = 3.44'

EXIST. SIGN

EXIST. SIGN

EXIST. MEDIAN

EXIST. BACKFLOW PREVENTER

EXIST. OVERHEAD BRIDGE

EXIST. OVERHEAD BRIDGE

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EXIST. OVERHEAD BRIDGE

EXIST. SAN. M.H. RIM EL. 4.81

EXIST. DRAIN GRATE EL. = 2.89'

EXIST. FPL M.H. RIM EL. = 3.44'

EXIST. FPL M.H. RIM EL. = 3.44'

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EXIST. FPL M.H. RIM EL. = 3.44'







ATTACHMENT C  
PRICING SCHEDULE



## RFP 19-07-01 Bella Vista Park Dock Reconstruction

<b>BASE BID SCHEDULE</b>				
Item	Quantity	Unit	Unit Price	Total Price
Mobilization	1	LS		
Remove and dispose of existing dock sections and miscellaneous equipment	1	LS		
Prepare shop drawings, permit application and secure permit	1	LS		
Clean and sleeve pilings w/ caps	50	EA		
Piling bumpers	50	EA		
Dock Substructure Joists	1300	LF		
Dock Substructure Stringers	3200	LF		
Dock Decking	3100	SF		
Floating Dock 12'x16'	1	EA		
Power Pedestals	6	EA		
Electric to pedestals	200	LF		
Water to pedestals	260	LF		
Cleats	52	EA		
Site Utilities	1	LS		
General Conditions	1	LS		
Bonds and Insurance	1	LS		
Permit Fees	1	LS		\$ 15,000.00
Overhead and Profit	1	LS		
			<b>TOTAL</b>	<b>\$</b>
Name of Company:				
Date:				



## AFFIDAVITS









## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any goods or services to a public entity, may not submit a Bid on a Contract with a public entity for the construction or repair of a public building or public Work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

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

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

b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

**11.6.** Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity **has been charged** with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_



EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I \_\_\_\_\_ am \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: \_\_\_\_\_. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**





## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print or Type Name and Title



# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## PERFORMANCE BOND

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **FORM OF PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, as Principal, hereinafter called Contractor, and \_\_\_\_\_, as Surety, are bound to the City of Sunny Isles Beach, Florida, as Obligee, hereinafter called City, in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No, awarded the day of \_\_\_\_\_, 20\_\_\_\_, with \_\_\_\_\_ in accordance with contract documents prepared by the City of Sunny Isles Beach, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for services described within (Bid No. \_\_\_\_\_) within \_\_\_\_\_ calendar days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within one and one half (1 1/2) years, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:
  - 4.1. Complete the Contract in accordance with its terms and conditions; or
  - 4.2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposers, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive Proposers, arrange for a Contract between such Proposers and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.



The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WITNESS:**

\_\_\_\_\_  
**Secretary**

**(CORPORATE SEAL)**

**BY:**

\_\_\_\_\_  
**(Name of Corporation)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Type Name and Title Signed Above)**

**IN THE PRESENCE OF; INSURANCE COMPANY:**

**BY:**

\_\_\_\_\_  
**\*Agent and Attorney-in-Fact**

\* (Power of Attorney must be attached)

\_\_\_\_\_  
**(Address)**

\_\_\_\_\_  
**(City/State/Zip Code)**

\_\_\_\_\_  
**(Telephone)**

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Signature: Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



# BID BOND

City of Sunny Isles Beach

18070 Collins Avenue

Sunny Isles Beach, FL 33160

Telephone: (305) 947-0606 Fax: (305) 949-3113

STATE OF FLORIDA )  
 )  
COUNTY OF \_\_\_\_\_)

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Sunny Isles Beach, a municipal corporation of the State of Florida in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid dated, \_\_\_\_\_ 2019 for:  
\_\_\_\_\_.

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check or Bid Bond in the amount of five percent (5%) of the Base Bid be submitted with said Bid as a guarantee that the Proposers would, if awarded the Contract, enter into a written Contract with the City for the performance of said Contract, within ten (10) consecutive calendar days after written notice having been given of the Award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance, enters into a written Contract with the City of Sunny Isles Beach and furnishes the Performance Bond, satisfactory to the City, each in an amount equal to one hundred percent (100%) of the Contract Price, and provides all required Certificates of Insurance, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the City of Sunny Isles Beach and the Surety herein agrees to pay said sum immediately, upon demand of the City, in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
Individual or Partnership Principal

\_\_\_\_\_  
Affix Corporate Seal

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Business Facsimile

ATTEST:

\_\_\_\_\_  
(Corporate Surety)\*

\_\_\_\_\_  
Secretary

\*Impress Corporate Seal

By:

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.