



Request for Proposal No. 19-07-02 Citywide Re-Branding Services



Advertisement Date:	Monday, July 15, 2019
Non-Mandatory Pre-Proposal Conference:	Thursday, July 25, 2019 at 2:00 PM
All Questions Due:	Wednesday, July 31, 2019 by 5:00 PM
Submission due date:	Tuesday, August 13, 2019 at 2:30 PM
Anticipated Commission Meeting Agenda:	September 2019
Submit to:	Attn: City Clerk Sunny Isles Beach Government Center 18070 Collins Avenue, 4th Floor Sunny Isles Beach, Florida 33160



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LEGAL ADVERTISEMENT

NOTICE TO PROPOSER

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

Citywide Re-Branding Services Request for Proposals No. 19-07-02

The Proposal Specifications for this Request for Proposal are available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Proposal Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Proposal Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Proposal response package may be incomplete. Addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list. The City may not accept incomplete Proposals.

Sealed Proposals will be received by the City Clerk no later than **2:30 PM on Tuesday, August 13, 2019** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Proposals received after this time will not be considered. The City is under no obligation to return Proposals. Timely submitted Proposals will be opened publicly and read aloud at this time. The envelope containing the sealed Proposal must be clearly marked: **“FORMAL PROPOSAL ENCLOSED” Citywide Re-Branding Services Request for Proposals No. 19-07-02**
OPENING DATE AND TIME: 2:30 PM on Tuesday, August 13, 2019

A non-mandatory pre-proposal conference for all potential Proposers is set for **2:00 p.m. on July 25, 2019** in the First Floor Conference Room at the City of Sunny Isles Beach Government Center located at 18070 Collins Avenue, Sunny Isles Beach, Florida 33160. Please bring a copy of this solicitation to the conference.

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

All questions regarding Request for Proposal No. 19-07-02 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, by the date noted on the front cover of the RFP. Questions may be submitted 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. *Pursuant to Florida Statutes 119.071, sealed Proposals, 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 Proposals, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk



SECTION 1 INSTRUCTIONS TO PROPOSER/ GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSAL 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 PROPOSER'S OR IN THE PROPOSAL SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS PROPOSAL OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE PROPOSER REGARDLESS OF ANY LANGUAGE IN PROPOSER'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 Proposal opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Request for Qualification 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.

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 PROPOSAL DEADLINE:

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

1.7 SEALED PROPOSAL:

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

1.8 PROPOSAL EXECUTION, SIGNATURES, ERASURE/CORRECTION:

All Proposals 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 Proposals are opened. Proposals must contain an original, manual signature of an authorized representative of the company.

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 Proposal, and request for qualifications. The information is available on-line at www.demandstar.com or by calling the Office of the City Clerk at (305) 792-1703.

1.9 WITHDRAWAL OF PROPOSALS:

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

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 Proposal package) receive the documents. It is the responsibility of the vendor prior to the submission of any Proposal 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 Proposal Response Sheet.

1.10 PROPOSAL OPENING:

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

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Proposal Conference or Proposal/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-Proposal Conference or Proposal/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).

1.11 EVALUATION OF PROPOSALS:

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.

1.5 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 Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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

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 Proposal, 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 Proposal award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Proposal. 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 Proposer who has the Contract awarded to it and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Proposal Security that accompanied their Proposal, and the Proposal 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 Proposer fails to enter into the Contract and furnish the Bonds as herein before provided. Proposal 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 Proposal 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 Proposal 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 Proposal as equals.
- 1.15 **MATERIAL:**
Material(s) delivered to the City under this Proposal 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 Proposal 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 Proposal purposes only and will be used for tabulation and presentation of the Proposal. 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 Proposal.
- 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 Proposal 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 Proposer 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. Proposals 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:**
Proposer 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 Proposal. The Proposer 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 Proposer shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each Proposer submitting a Proposal on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the Proposal 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 Proposal. 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 Proposal. 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-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Proposal response. Failure to furnish these documents or to have required licenser will be grounds for rejecting the Proposal.

1.24 CERTIFICATE(S) OF INSURANCE:

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 Proposal and section. At the time of Proposal submission 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 Proposal 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.

1.25 ASSIGNMENT:

The Contractor shall not transfer or assign the performance required by this Proposal 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 terminate the contract upon sixty (60) days written notice, at City's sole discretion.

1.26 HOLD HARMLESS/INDEMNIFICATION:

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 Proposal and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

1.27 NON-CONFORMANCE TO CONTRACT:

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.

1.28 DEFAULT PROVISION:

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.

1.29 SECONDARY/OTHER VENDORS:

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.

1.30 DEFINITIONS:

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:

Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.

Agreement: The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.

Addenda: Written or graphic instruments issued prior to the Proposal Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

Approved: Means approved by the City.

Proposal: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

Proposers: Any person, firm or corporation submitting a Proposal for Work.

Bonds: Proposal, 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.

Change Order: 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.

City: City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

Contract Documents: Contract Documents shall include, Instructions to Proposers, Contractor's Proposal, 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.

Contract Price: The total monies payable to the Contractor under the Contract Documents.

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 City's governing body.

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.

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.

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.

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.

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.

Written Notice:

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. 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.

1.31 PROPOSAL AWARD:

The City reserves the right to reject any and all Proposals at its sole discretion. Proposals shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Proposals. The Proposal shall be awarded to the lowest responsible and responsive proposer whose Proposal 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 deem necessary to establish the Proposer's capability to perform the Services 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 comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Proposal of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Proposal. In analyzing Proposals, 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 Proposals. 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).

1.32 EXECUTION OF AGREEMENT:

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.

1.33 LAWS AND REGULATIONS:

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.

1.34 TAXES:

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.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

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 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 ten (10) days 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 injury 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

1.46 **DISCRIMINATION**

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

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**

The City of Sunny Isles Beach (the "City") with its principal address located at 18070 Collins Avenue, Sunny Isles Beach, FL 33160 hereby solicits Request for Proposals from experienced and qualified branding firms (the "Firm") to plan and execute a re-branding campaign for the City that includes research, branding, design and related services. The focus of this proposal will be on branding the municipal government, and the community it serves based on research and guidelines provided by the City and the awarded firm. The goal of this re-branding campaign is to create a unified and identifiable look that residents can connect with, business want to work with, and employees are proud to represent. This comprehensive branding campaign will provide the City with a modern, elevated and classic brand identity.

2.2 **PRE-PROPOSAL CONFERENCE (NON-MANDATORY)**

A non-mandatory pre-proposal conference will be held on **July 25, 2019 at 2:00 PM** at Sunny Isles Beach Government Center, 18070 Collins Avenue Sunny Isles Beach, FL 33160; 1st Floor Conference Room to discuss the special conditions and specifications included within this solicitation. Firms are requested to bring this solicitation document to the conference, as additional copies may not be available.

2.3 **TERM**

This contract will commence upon receiving written Notice to Proceed (NTP) directing the proposer to proceed with the work and with approval of the contract by the City Commission; and contingent upon the completion and submittal of all required Proposal documents. This contract shall remain in effect for two (2) years; provided that the services rendered by the Proposer during the contract period are satisfactory and that City funding is available as appropriated on an annual basis.

2.4 **OPTIONS TO RENEW**

Prior to, or upon completion, of that initial term, the City shall have the option to renew this contract for an additional two (2) one-year renewals, for a maximum of four (4) years.

Prior to completion of the initial contract term, the City may consider an adjustment to price based on changes in the following pricing index: **Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami – Fort Lauderdale, FL**. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 30 days prior to expiration of the then current contract term. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.5 **METHOD OF AWARD**

See Section 4: Evaluation process.

2.6 PRICE

Progress payments will be made on the basis of hours of work completed during the course of the engagement and expenses incurred in accordance with the firm's price proposal. If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the initial and renewal term of the contract.

2.7 MONTHLY INVOICES PAYMENTS

Cut-off date is the close of the last business day of the month. Vendor shall submit by the 10th day of the following month vendor's completed Statement of Services/Invoice. Should the 10th fall on a weekend or holiday, Firm shall submit their invoice on the next workday.

2.8 PERFORMANCE AND BID BOND

Intentionally Omitted

2.9 INSURANCE

Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than One Million Dollars (\$1,000,000) each Occurrence for bodily injury and property damage. Coverage must be afforded on 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 must include:

- Premises and Operation
- Independent Contractors
- Products and/or Completed Operations Hazard
- Broad Form Property Damaged
- 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.

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit. 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-Ownership.
- Professional Liability/Error's & Omissions
Limits of Liability
Each Claim \$1,000,000, Policy Aggregate \$1,000,000

Before starting the Work, the vendor 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 vendor agrees that if any part of the Work under the Contract is sublet, they will require the Sub-vendor(s) to carry insurance as required, and that they will require the Sub-vendor(s) to furnish to them insurance certificates similar to those required by the City in this section.

2.9.1 Professional Liability Insurance

Professional Liability Insurance including Errors and Omissions with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence.

2.9.2 Cancellation and Re-Insurance

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor 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 Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

2.10 FIRM AS AN INDEPENDENT CONTRACTOR

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

2.11 SUBSTITUTION OF PERSONNEL

In the event the Firm wishes to substitute personnel for the key personnel identified by the Firm's proposal, the Firm must notify the City in writing and request written approval for the substitution at least thirty (30) business days prior to effecting such substitution.

2.12 USE OF SUBCONSULTANTS

If one or more subconsultants are to be utilized, the sub-consultant(s) must be clearly identified and noted in the submittal. The City must approve any changes in the use of sub-consultants 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 sub-consultant will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. The sub-consultant is subject to the same contractual conditions as is the Respondent. The successful firm shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project. Neither Successful Consultant nor any of its Sub-Consultants are considered to be employees or agents of the City.

2.13 PROPRIETARY RIGHTS

The Firm hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Firm hereunder or furnished by the Firm to the City and/or created by the Firm for delivery to the City, even if unfinished or in process, as a result of the Services the Firm performs in connection with the Agreement, including all copyright and other proprietary rights therein, which the Firm as

well as its employees, agents, sub-consultants and suppliers may use only in connection with the performance of Services under the Agreement. The Firm shall not, without the prior written consent of the City, use such documentation on any other project in which the Firm or its employees, agents, sub-consultants or suppliers are or may become engaged. Submission or distribution by the Firm to meet official regulatory requirements or for other purposes in connection with the performance of Services under the Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

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

2.14 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2019. Any contract entered into or renewed after July 1, 2019 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

2.15 EXCEPTIONS TO REQUEST FOR PROPOSALS

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

2.16 PUBLIC RECORDS

IF THE SUCCESSFUL PROPOSER 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.

END OF SECTION

Section 3 Scope of Services / Technical Specifications

3.1 **PURPOSE**

The City of Sunny Isles Beach (the “City”) with its principal address located at 18070 Collins Avenue, Sunny Isles Beach, FL 33160 hereby solicits Request for Proposals from experienced and qualified branding firms (the “Firm”) to plan and execute a re-branding campaign for the City that includes research, branding, design and related services. The focus of this proposal will be on branding the municipal government, and the community it serves based on research and guidelines provided by the City and the awarded firm. This comprehensive branding campaign will provide the City with a modern, elevated, and classic brand identity. This campaign will focus on branding the City of Sunny Isles Beach as a residential community. The awarded firm of this RFP may be selected to complete part or all of the work herein described.

3.2 **GOALS FOR RE-BRANDING**

The City of Sunny Isles Beach is seeking a more modern, timely, and sophisticated brand. The brand should emanate uniformity, community identity, and adaptability. This brand should be co-created with involvement from the community, which includes residents, employees, and stakeholders.

The goal of this re-branding campaign is to create a unified and identifiable look that residents can connect with, businesses want to work with, and employees are proud to represent. This new brand will aim to bridge the local government with the community it serves. In addition, the City is seeking to;

- Reposition Sunny Isles Beach as a multicultural residential community, which provides its residents with a safe, diverse, engaging, evolving and caring environment to grow in.
- Increase resident engagement with the City, including online and in-person engagement.
- Establish a brand for the City that will endure future developments, create a lasting impact on the community, and represent the community, its diversity and its unique geographic location.

3.3 **BACKGROUND**

The City of Sunny Isles Beach has grown exponentially over the last 22 years with high-rise luxury condominiums to the east and family homes and apartments to the west.

The City was first ‘branded’ with the slogan, “A Life with a View” in the early 2000s. The City next adopted the slogan ‘Florida’s Riviera’ along with ‘A World Class City.’ These phrases have now become outdated as the City evolves.

Throughout the years, the City has also branded some of its services and parks, including the free community shuttle bus, *SIBshuttle*; the emergency notification system, *SIBAlert*; the television station, *SIBTV*; the monthly newsletter, *SIBislander*; the quarterly magazine, *Sunny Isles Beach Living*; free WiFi offered in select areas around the City, *SIBWIFI*; select parks, Gateway Park, Heritage Park, Pelican Community Park; and select special events including an annual Jazz Fest, Halloween event, spring event, and holiday event, along with a monthly concert series.

The City of Sunny Isles Beach communicates to its public via a variety of methods including social media, print publications, website, television station, radio station, YouTube channel, informational email notifications, and a new emergency notification system.

3.3.1 ABOUT THE CITY OF SUNNY ISLES BEACH

The City of Sunny Isles Beach occupies 1.78 square miles in the northeastern corner of Miami-Dade County, the most populated county in the State of Florida. With an estimated population of 22,348 people, Sunny Isles Beach ranks 15 in population amongst the 34 municipalities in the County. The City is located on a barrier island bounded by the Atlantic Ocean on the east and the Atlantic Intracoastal Waterway on the west and has been developed primarily for residential purposes. The City was incorporated in 1997 and operates under a mayor-commission-manager form of government.

Prior to incorporation, Sunny Isles Beach was populated primarily with motels, notoriously known as “Motel Row.” In the early 2000s, development of luxury high-rise condominiums and hotels replaced the historic motels on the east side of Collins Avenue, while residential condominiums and neighborhoods populated the west side.

Sunny Isles Beach is now home to world-renowned architecture with an awe-inspiring city skyline that has become easily recognizable. Along with its architecture, the City is known as a coastal oasis with pristine beaches and eleven family-friendly parks. Notable locations throughout the City including the Newport Fishing Pier and the Historical Coral Bridges. Through the City’s newly developed Public Arts Advisory Committee, Sunny Isles Beach is focused on nurturing a compelling and engaging art scene through creative place making and the installation of various forms of art around the City.

The current population of the City of Sunny Isles Beach is 22,348 consisting primarily of young families as well as a strong elderly population.

- Twenty-five percent of the population is 65 years or older and 13 percent of the population is 18 years or younger.
- Forty percent of the population is foreign born, primarily of Eastern European and Latin American descent.
- Nearly three quarters of the population speak a language other than English at home, including Russian, Spanish, Portuguese, French and Hebrew.
- The average household income is \$52,060 and just over half of households are families, nearly 40 percent are married, and 15 percent are single.
- Ninety-four percent of the population has a high school degree, with approximately 45 percent holding a bachelors’ degree or higher.

With a strong focus on safety, community engagement and forward-thinking, the City of Sunny Isles Beach is a prosperous and collaborative municipality offering an assortment of programs and services primarily for its residents. The City is committed to bridge building with the multicultural community members who call the City of Sunny Isles Beach their home.

3.4 GENERAL SCOPE OF SERVICES

The City of Sunny Isles Beach (the “City”) is soliciting proposals from qualified branding firms to plan, design, and execute a re-branding campaign for the City, which includes market research, branding, design standards, creative services, and development of collateral. To aid in the

development of each phase of this project, the City will provide the awarded firm with City history, background, and data.

This project will be divided into two phases. Phase one will encompass the research and market analysis to establish a basis and understanding of the City's stakeholders, proposed target audience, and positioning. Phase two will consist of the development of a brand identity and branded collateral along with design and style guidelines. The awarded firm of this RFP may be selected to complete part or all of the work herein described. The City reserves the right to modify the logo and branding submitted by the Firm.

The completed work will be reviewed and approved by City staff and the City's Public Arts Advisory Committee (PAAC), and any additional applicable stakeholders as designated by the City. These parties will review all work completed by the awarded firm and provide feedback and recommendations for the final product. Upon review, City Staff and the City's Public Arts Advisory Committee will make a recommendation to the City Commission for the commission's approval.

Awarded Firm will:

Phase 1 – Market Research and Investigation

The scope of services envisioned for Phase 1 includes, but is not limited to, the following:

- Conduct a thorough demographic study for the City. The study should include formal, quantitative research and informal, qualitative research with a representative sample of Sunny Isles Beach stakeholders to determine how the Sunny Isles Beach brand should be updated. The audience for the research (such as surveys, focus groups, or interviews) should be a random sample of Sunny Isles Beach residents, visitors, employees, and business owners/managers. The goal of the research is to better understand who our residents are and to gain useful feedback on how the City is perceived by its stakeholders and how it should be marketed.
- Obtain, as needed, and analyze consumer, media and market research including demographics and psychographics to include: residents, visitors, hotels and resorts, corporations, retailers/restaurants, employees, property owners and developers. Additionally, the selected firm will incorporate pertinent information and review existing research that will be provided by the City.
- Research marketing campaigns, special events, and other promotions to provide recommendations to the City. Assess effectiveness of current practices.
- Conduct strategic analysis of demographics, business trends, and Strengths, Weaknesses, Opportunities, and Threats (SWOT) as the foundation for the branding program and corresponding program areas.
- Confirm branding and marketing objectives and goals with the City of Sunny Isles Beach.
- Provide a strategic assessment and recommend market positioning based upon overall research in a report format to be used in the brand development phase. The City anticipates this would be completed within a maximum of twelve (12) months or less after Notice to Proceed from the City of Sunny Isles Beach.
- The selected firm will provide a mission and vision statement based on the research conducted in this phase.

The awarded firm may choose to subcontract Phase 1 of this RFP to ensure the City receives the highest quality service possible, provided that the awarded firm acknowledges total responsibility for the entire contract.

Phase 2 - Brand Development and Execution

The scope of services envisioned for Phase 2 includes, but is not limited to, the following:

- Develop a logo, brand identity, design and style guidelines, and tagline. (The City's current and previous logos are reflected in Attachment A).
- Establish brand and design (style) guidelines including City fonts, colors, imagery, and sample template designs.
- Create templates for various City publications (including but not limited to business cards, letterhead, stationary, PowerPoint presentations, ID cards, generic brochures/flyers, email blasts).
- Branding options will also take into consideration items such as signs (i.e. building, park, street, wayfinding, and welcome signs), vehicle and bus wraps, pole banners, promotional products, City website, and City publications (monthly newsletter and quarterly magazine).
- Develop internal and external plan for brand awareness and marketing with understanding of the City's brand in reference to the local community and South Florida region.
- Provide recommendation of ways to articulate the brand; define markets and promotional avenues; and advise on strategies to better promote and create brand awareness.

To ensure project efficiency, firms will schedule and attend frequent status meetings. The firm must provide a weekly status report as defined during the project kick-off meeting. Submitted branding and logos are not to be copyrighted or trademarked. The City will have full ownership of all finalized files, including the source files. The final report provided by the firm to the City must be an accessible PDF following WGAC 2.0 guidelines as outlined in Section 508 of the Rehabilitation Act.

END OF SECTION

Section 4 Evaluation Process

4.1 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. Proposals received without addendum acknowledgement may be considered non-responsive. The contract will be awarded to the lowest responsible and responsive proposer whose proposal best serves the interest of and represents the best value to the City in conformity with section 62-8 of the City code.

4.2 QUALIFICATIONS

Proposals will be evaluated on the criteria listed below.

<u>Technical Qualifications</u>	
1.	Proposer's relevant experience, preferably with local government agencies, municipalities or non-profit organizations, and successful past performance
2.	Qualifications of key personnel, including key personnel of sub-consultants that will be assigned to this project and experience and qualifications of staff
3.	Proposers approach methodology to providing the services requested in this solicitation
4.	Proposed solution functionality, implementation and other objectives and requirements as stated
5.	Financial background
6.	Agency billings
7.	Demonstrate Strategic thinking/creative ability
<u>Price</u>	
1.	Proposer's proposed price

4.3 DISCUSSIONS & PRESENTATIONS

The short-listed Firms may be requested to make presentations to the City Staff. The City may require additional information after evaluation of the submittals, and Firms agree to furnish such information upon the City's request.

All Firms are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the City require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms, which the Firm is capable of offering to the City.

The Committee may conduct discussions with any Firm who submits an acceptable or potentially acceptable proposal. Firms shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The City reserves

the right to request the Firm to provide additional information during this process.

4.4 PRICE EVALUATION

The price proposal will be evaluated subjectively in combination with the methodology, experience and qualifications of key staff, including an evaluation of how well it matches the Proposer's understanding of the City's needs described in this solicitation, the proposer'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.

4.5 NEGOTIATIONS

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

Notwithstanding the foregoing, if the City and said Proposer(s) 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 proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified 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 Proposer, any of its employees or subcontractors is or has been involved within the last three years.

All financial information provided for negotiations will remain confidential.

END OF SECTION

Section 5 Proposal Format

5.0 FORMAT

Proposers must submit (1) original, four (4) copies and one (1) flash drive of the Proposal. The original Proposal must contain an original signature in blue ink. Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. 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.

1. Corporate Background
Proposer details on the corporation's background and each known subcontractor, its size, and resources. In response to this Proposal, all Proposers must provide the following:
 - Name of Firm/Company (including any "Doing Business As" names)
 - Company locations including all branches
 - Internet website address (if any)
 - Details of entity business structure (corporation, partnership, LLC)
 - Date established
 - Business licenses- evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
 - List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
 - Proof of insurance
 - Contact information for project manager

2. Qualifications
Proposer's relevant experience, qualifications and past performance:
 - Each proposer must submit a list of their current clients, preferably government, in which they currently have working relationships.
 - An explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
 - Provide an overview of how your firm will address the two phases outlined in this RFP, including the company names and credentials for any subconsultants that would be used in Phase 1:
 - Phase 1-Market Research and Investigation
 - Phase 2-Brand Development and Execution
 - A schedule of proposed services. The schedule should include the Proposer's understanding of the issues and tasks of the project at hand.
 - Expected timeframe for each phase of the project after authorized to begin, including current workload and clients.
 - Listing of major accounts including current government, government agency, municipality, non-profit, or related accounts.
 - Examples of research and branding campaigns successfully implemented.
 - List experience in research, branding, advertising, web-based marketing, creative services and collateral development, as well as public and community relations.

- All clients added and lost in the past five years.
- Discuss value-added benefits that set your firm apart including unique service offerings, use of technology and community services. Include descriptions, letters, press releases, brochures and flyers that will assist the City in evaluating the proposal.

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, along with resume of experience and qualifications. The size and experience of the company staff pool from which staff assigned to the management contract can be drawn. Please identify your firm's organizational chart for those team members proposed for this RFP. The composition of the staff team should include:

- The names of the employees in the area responsible for this contract.
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.
- Provide an organizational chart.

4. Approach / Methodology

Proposer's assessment of the City of Sunny Isles Beach needs and approach methodology to providing the services requested in this solicitation should include a plan/outline in addition to the following:

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the project
- Ability to meet desired timelines and deadlines

5. Financial Background

Financial statements for the applicable legal entity(ies) (prime Proposer and known subcontractors) sufficient to demonstrate the capability to perform this contract shall be provided for each of the last three (3) years. These should include:

- Balance sheet
- Statement of income
- Statement of changes in financial position
- Notes to financial statements
- Auditor's reports
- Most recent Annual Report

The firm must agree to permit complete audits of its records relating to the proposers account by any authorized representative of the City at the City's discretion.

6. Agency Billings

The billing/payment terms of the firm. Discounts provided for prompt payment, if any.

7. Creative Ability

The firm shall submit an example of their most recent branding or re-branding campaign along with research and results. The firm shall submit 1-3 samples of past branding or publicity results, preferably government or non-profit, and indicate the approach taken for the development of those examples. The work should show the breadth of

capabilities for the Firm regarding brand development and implementation; firm may provide examples for creative for other industries and clients. The firm should include any demonstrated use of creative technology to implement PR programs.

8. Strategic Thinking

In order to provide an insight into the strategic capabilities of your Firm, please provide one appropriate example for each of the following (including samples). The examples should focus on design and the ability to create a uniformed look that can be applied to various mediums and applicable to different audiences:

- State what research affiliates or internal research resources the Firm has available.
- State how the Firm identifies the key target audiences for its clients and how it then determines the appropriate media to best communicate with those audiences.
- State what experience the Firm has with the development of creative or non-traditional strategic alliances/sponsorships (i.e. industries outside of the travel business) to implement PR programs. State what experience the firm has with measurement of PR results.
- State what experience the Firm has in developing strategic PR and crisis management plans. (Examples may be shared and results may also be included.)

9. Cost of Services

Each firm shall submit in their price proposal any pricing conditions or contingencies. All costs including travel are to be included in your proposal. Price must be a lump sum cost to cover all components of each phase. Proposal must also include a fixed hourly rate sheet for all requested services as outlined in the Scope of Services.

10. References

Each Proposer must submit a list of three (3) references of current and/or past customers for which they have provided services similar in scope and size of those described herein.

- Each reference must be supplied on client's letterhead
- Each reference letter must be signed with contact person and phone number

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

Do not include City of Sunny Isles Beach or its employees as references when submitting your proposal.

11. Contract Forms

All completed contract forms.

END OF SECTION

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

**Request for Proposal
SECTION 6
PROPOSAL SUBMITTAL
FORMS**

**OPENING: 2:30 P.M.
August 13, 2019**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
CITY OF SUNNY ISLES BEACH, FLORIDA

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

Issued by:	Purchasing Agent Genesis Cuevas	Date Issued: July 15, 2019	This Proposal Submittal Consists of Pages 25+
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Sealed Proposals are subject to the Terms and Conditions of this Invitation to Proposal and the accompanying Proposal Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Proposal 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 Proposal Submittal Requirement.

**RFP 19-07-02
Citywide Re-Branding Services**

A Proposal Deposit in the amount of 0% of the total amount of the Proposal shall accompany all Proposals

A Performance Bond in the amount of 0% of the total amount of the Proposal will be required upon execution of the contract by the successful Proposer and City of Sunny Isles Beach

Procurement Agent:
Genesis Cuevas

Firm Name:

Commodity Code(s):

**RETURN ONE ORIGINAL AND FOUR COPIES, AND ONE ELECTRONIC FILE OF PROPOSAL
SUBMITTAL PAGES AND AFFIDAVITS**

**FAILURE TO SIGN PAGE 26 OF SECTION 6 PROPOSAL SUBMITTAL WILL RENDER YOUR
PROPOSAL NON-RESPONSIVE**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

- Addendum #1, Dated _____
- Addendum #2, Dated _____
- Addendum #3, Dated _____
- Addendum #4, Dated _____
- Addendum #5, Dated _____
- Addendum #6, Dated _____
- Addendum #7, Dated _____
- Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____

PROPOSAL SUBMITTAL FORM

The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an agreement with the City of Sunny Isles Beach to perform and furnish all Services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the other terms and conditions of the Contract Documents. The Proposer accepts all of the terms and conditions of the Advertisement or Invitation to Proposal and Instructions to Proposers, including without limitation those dealing with the disposition of Proposal Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. The Proposer agrees to sign and submit the Agreement and other documents required by the Proposal Requirements within ten days after the date of the City's Notice of Award.

In submitting this Proposal, the Proposer represents, as more fully set forth in the Agreement, that:

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

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

FIRM NAME: _____

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

Email Address: _____ FEIN No. ___/___-___/___/___/___/___/___

** BY SIGNING THIS DOCUMENT THE PROPOSER AGREES TO ALL TERMS AND CONDITIONS OF THE RFP*

SIGNATURE:

(SIGNATURE OF AUTHORIZED AGENT)

PRINT NAME: _____

TITLE: _____

DATE: _____

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

PRICE PROPOSAL

Provide a detailed cost statement for providing the services indicated in Section 3.0 Scope of Services. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm. The project fee(s) shall include all labor, equipment, materials, transportation, overhead, travel, insurance, sales and other taxes, licenses, incidentals, and all other related cost necessary to meet the work requirements.

Phase 1: Market Research and Investigation

Item	Description	Estimated Hours	Not-to-Exceed Lump Sum
1.	All Inclusive Cost for Scope of Services Requested in Section 3.0	_____	\$ _____

Phase 2: Brand Development and Execution

Item	Description	Estimated Hours	Not-to-Exceed Lump Sum
1.	All Inclusive Cost for Scope of Services Requested in Section 3.0	_____	\$ _____

SIGNATURE:

(SIGNATURE OF AUTHORIZED AGENT AND FIRM NAME)

PRINT NAME: _____

TITLE: _____

DATE: _____

ATTACHMENT A



Florida's Riviera:



Department Logo:

Cultural & Community Services

Park Logos:



Affiliate Logos:



Other Logos:



AFFIDAVITS





NON-COLLUSION AFFIDAVIT

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 _____)

The undersigned being first duly sworn as provided by law, deposes, and says:

This Affidavit is made with the knowledge and intent that it is to be filed with the City of Sunny Isles Beach City Commission and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Bid.

The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____, formed under the laws of _____
(Type of Business) (State)

of which he is _____
(Sole Owner, Partner, President, etc.)

Neither the undersigned nor any person, firm, or corporation named in above Paragraph 10.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Bid by the City, also that no head of any department or employee therein, or any officer of the City of Sunny Isles Beach, Florida is directly interested therein.

This Bid is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 10.2 has not colluded, conspired, connived or agreed directly or indirectly with any proposers or person, firm or corporation, to put in a sham Bid, or that such person, firm or corporation, shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said Bid or Bids of any other proposers; and all statements contained in the Bid or Bids described above true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 10.2, has directly or indirectly submitted said Bid or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this ____ day of _____, 20____

Personally Known _____ or Produced Identification _____;

Type of identification _____

(Affix seal here)

NOTARY PUBLIC (name printed or typed)



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: Landscape Maintenance Services. 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 _____, 2018.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2018.

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