



## Request for Proposals

Goods & Services



# HOLIDAY LIGHTING AND DECORATIONS

## Request for Proposals No. 21-03-01

<b>Advertisement Date:</b>	<b>Monday, May 3, 2021</b>
<b>Virtual Non-Mandatory Pre-Bid Conference:</b>	<b>Friday, May 7, 2021 at 2:00 PM</b>
<b>All Questions Due:</b>	<b>Friday, May 14, 2021 by 5:00 PM</b>
<b>Submission due date:</b>	<b>Tuesday, June 1, 2021 at 2:30 PM</b>
<b>Submit to:</b>	<b>Sunny Isles Beach Government Center City Clerk 18070 Collins Avenue, 4<sup>th</sup> Floor Sunny Isles Beach, Florida 33160</b>



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### EXHIBITS

- A1 – Decorative Street Lights – Collins Ave
- A2 – Decorative Street Lights – Collins North
- A3 – Decorative Street Lights – Collins Central
- A4 – Decorative Street Lights – Collins South
- B1 – Heritage Park
- B2 – Heritage Park 2020 Décor
- C – Samson Park
- D1 – Gateway Park
- D2-D4 – Gateway Park 2020 Décor
- E – Intracoastal Parks
- F – North City Entrance
- G – William Lehman Causeway Entrance
- H – South City Entrance
- I1 – Collins Ave Median Trees – North
- I2 – Collins Ave Median Trees – Central-North
- I3 – Collins Ave Median Trees – Central-South
- I4 – Collins Ave Median Trees – South

### AFFIDAVITS

- Non-Collusive Affidavit
- Public Entity Crimes
- Equal Opportunity / Affirmative Action Statement
- Conflict of Interest Statement
- Dispute Disclosure Form
- Anti-Kickback Affidavit
- Contractor Anti-Boycott Certification
- E-Verify Affidavit



## LEGAL ADVERTISEMENT

### NOTICE TO VENDOR

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

#### **Holiday Lighting and Decorations Request for Proposals No. 21-03-01**

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

Sealed Proposals must be received by the City Clerk no later than **Tuesday, June 1, 2021 at 2:30 PM** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4<sup>th</sup> 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 RFP must be clearly marked:

**"RFP ENCLOSED"**  
**RFP No. 21-03-01**  
**Holiday Lighting and Decorations**  
**OPENING DATE AND TIME: Tuesday, June 1, 2021 at 2:30 PM**

A virtual non-mandatory Pre-Bid Conference for potential Bidders is set for **Friday, May 7, 2021 at 2:00 PM**. Please use the link to join the webinar: <https://us02web.zoom.us/j/89776342322>. Webinar ID: 897 7634 2322. Additional access information below in Section 2.

The Owner reserves the right to reject any or all Proposals, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the 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 Proposals No. 21-03-01 shall be directed in writing to Mauricio Betancur, CMC, City Clerk, prior to the deadline mentioned above. Questions may be submitted via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, MMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

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

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



## SECTION 1 INSTRUCTIONS TO BIDDER (VENDOR) / GENERAL TERMS AND CONDITIONS

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

### 1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the RFP Specifications or any required need for clarification must be made to Mauricio Betancur, CMC, City Clerk via email to: [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net) or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. Such requests for clarification/explanation or questions must be made in writing to Mauricio Betancur, CMC, City Clerk, at least five (5) business days prior to the date of the Bid opening. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Bid 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 Proposer from submitting their Bid on the required date and time as publicly noted.

### 1.2 PLAN HOLDER'S LIST:

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

### 1.3 ADDENDA TO SPECIFICATIONS:

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

### 1.4 SPECIAL ACCOMMODATIONS:

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

### 1.5 PUBLIC ENTITY CRIMES STATEMENT:

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes -"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Bidder, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

### 1.6 BID DEADLINE:

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

### 1.7 SEALED BID:

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

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

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

### 1.9 WITHDRAWAL OF BIDS:

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

### 1.10 RFP OPENING:

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

### 1.11 EVALUATION OF BIDS:

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

1.11.1 Hold Harmless: All Bidder's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Bidders 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 Bidder, which shall be binding on both parties.

**1.12 AGREEMENT:**

After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The Bidder who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond.

The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

**1.13 PAYMENTS:**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number. Invoices received from the Contractor will be reviewed by the initiating City Department. If services have been rendered in conformity with the Contract Documents, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned thereto. Invoices will be paid in accordance with the State of Florida Prompt Payment Act.

**1.14 BRAND NAMES:**

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

**1.15 MATERIAL:**

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

**1.16 SAMPLES:**

Samples of items, when required, must be furnished by the Bidders free of charge to the City. Each individual sample must be labeled with the Bidder's name and manufacturer's brand name and delivered by them within ten (10) calendar days of Bidders receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

**1.17 QUANTITY GUARANTY:**

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting

**1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:**

Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Bidders 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 Bidders warrant that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

**1.20 WARRANTIES:**

Successful Bidders 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:**

Bidders warrant that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

**1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**

The Bidder shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the Bidder is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

**1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:**

Bidders shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Bidders shall be liable for any damages or loss to the City occasioned by negligence of the Bidders (or their agent) or any person the Bidders has designated in the completion of their contract as a result of the Bid. Bidder shall be required to furnish a copy of all licenses, certificates of competency or other licenser requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Bidders shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along



with the Bid response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Bid.

**1.24 CERTIFICATE(S) OF INSURANCE:**

Bidders shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission, the Bidders 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 Bidders 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 Bidders, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Bidders 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 Bidder shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the Request for Proposal and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Bidder changes hands subsequent to the award of this contract, Bidder 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 Bidder 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 Bidder, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Bidder.

**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 Bidder being found in default.

**1.28 DEFAULT PROVISION:**

In case of default by the Bidders, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Bidders 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 Bidder covering the Work to be performed, which includes the Contract Documents.

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

**Approved:** Means approved by the City.

**Bid:** The offer of the Bidders submitted on the prescribed form setting forth the prices for the Work to be performed.

**Bidders:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Bidder 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 Bidder 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 Bidders, Bidder's Bid, the Bonds, the Notice of Award, the Agreement between the City and Bidder 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 Bidder 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.

**Bidder:** 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 Bidders 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 Bidder 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 Bidder 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**

**BID AWARD:**

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the lowest responsible and responsive Bidder whose Bid best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Bidder'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 Bidder 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 Bid of any Bidders 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 Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Bidders a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a Bidder who is not necessarily the lowest dollars and cents Bidders 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 Bidder to the City within ten (10) calendar days of receipt of the Notice of Award.

**1.33**

**LAWS AND REGULATIONS:**

The Bidder will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Bidder 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 Bidder 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. 85-8012694687C-4 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 Bidder 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 Bidder or his Sub-Bidder, agents, servants or employees. The Bidder 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 Bidder, Sub-Bidder, 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 Bidder 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, Bidder, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Bidder 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 Bidder, its Sub-Bidders, 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 Bidder 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 Bidder 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 Bidder and the surety ten (10) days written notice, terminate the services of the Bidder and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Bidder, and finish the Work by whatever method they may deem expedient. In such case the Bidder 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 Bidder. If such costs exceed such unpaid balance, the Bidder 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 Bidder under this Section, it is determined by a court of competent jurisdiction for any reason that the Bidder was not in default, the rights and obligations of the City and the Bidder shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Bidder's services have been so terminated by the City said termination shall not affect any rights of the City against the Bidder then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Bidder will not release the Bidder from liability.

1.37.2 Upon ten (10) days written notice to the Bidder, the City may, without cause and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Bidder 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 Work which has not been performed.

**1.38 MISCELLANEOUS:**

Bidders 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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, VENUE AND WAIVER OF JURY TRIAL:**

It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. In the event it becomes necessary for either party to initiate legal action regarding this Agreement venue shall be in the Eleventh Judicial Circuit in and for Miami Dade County, Florida, for any claims under state law and in the Southern District of Florida, Miami Division, for any claims brought in federal court. If either party utilizes such legal action, including appeals, if necessary, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs at the pretrial, trial and appellate levels. Each of the parties hereto hereby knowingly, voluntarily and intentionally, waives the right which any party may have to a jury trial in respect of any action, proceeding, litigation or counterclaim based hereon or arising out of, under, on or in connection with this Agreement or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either of party





**1.41 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 Bidder which relate in any way to the Project, and to any claim for additional compensation made by Bidder, and to conduct an audit of the financial and accounting records of Bidder which relate to the Project. Bidder shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Bidder shall provide City access to its books and records upon five days written notice.

**1.42 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.

**1.43 INDEPENDENT BIDDER:**

The Bidder is an independent Bidder under the Contract. Services provided by the Bidder shall be by employees of the Bidder and subject to supervision by the Bidder, 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 Bidder.

**END OF SECTION**



## SECTION 2 SPECIAL TERMS AND CONDITIONS

### 2.1 **PURPOSE OF REQUEST FOR PROPOSALS:**

The City of Sunny Isles Beach, "City" is seeking proposals from qualified "Contractors"/ "Vendors" to provide holiday lighting and decorations at various locations throughout the City, including parks, right-of-ways, and facilities in accordance with the terms, conditions, and specifications contained in this Request for Proposals "RFP". The City invites creative proposals for holiday lighting and decorations that creates a unique and memorable experience for anyone living and visiting Sunny Isles Beach during the holiday season. The Proposer will be responsible for the design, installation, maintenance, removal and storage of all Proposer-provided lights and decorations. The lighting and decoration shall be installed, maintained, stored and removed during the holiday season between mid-November and early January (the "Holiday Lighting Season"). For the 2021 holiday season, the lighting and decorations shall be installed and ready for lighting **no later than November 19, 2021 and removed by January 15, 2022**. The City shall have the option to engage one or more qualified contractor(s) for holiday decorations, if needed.

### 2.2 **NON-MANDATORY PRE-BID CONFERENCE VIA ZOOM:**

A non-mandatory pre-bid conference is scheduled for the time and location shown in the Notice to Bidder, **Friday, May 7, 2021 02:00 PM Eastern Time (US and Canada)**. It is not mandatory that Bidders attend the virtual pre-bid conference. No claim of ignorance by the Bidder of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Sunny Isles Beach. Oral statements may not be relied upon and will not be binding or legally effective. As such an addendum will be issued if any alterations are made to the specifications contained herein.

When: **May 7, 2021 02:00 PM Eastern Time (US and Canada)**  
Topic: **Pre-Bid Meeting - RFP 21-03-01 Holiday Lighting**  
Webinar ID: **897 7634 2322**

Please use the link below to join the webinar:  
<https://us02web.zoom.us/j/89776342322>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 312 626 6799  
+1 929 205 6099  
+1 301 715 8592  
+1 346 248 7799  
+1 669 900 6833  
+1 253 215 8782



### **2.3 CONTRACT TERM AND RENEWALS**

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, unless otherwise stipulated in the agreement; and contingent upon the completion and submittal of all required proposal documents. This contract shall remain in effect for an initial three (3) years; provided that the services rendered by the vendor during the contract period are satisfactory. Prior to, or upon completion of that initial term, the City shall have the option at its sole discretion to renew this contract for an additional two (2) one (1) year renewal terms.

### **2.4 PRICE**

If a Proposal is awarded a contract under this solicitation, the price shall remain fixed and firm during the contract term. Contractor shall be responsible for mobilization and demobilization of labor, permits, materials and equipment. Pricing shall include all labor, materials, supplies, equipment, subcontractors, insurance, profit and any other costs to provide the Services as noted in this Request for Proposal.

### **2.5 RATE AND RATE ADJUSTMENTS**

Prior to, or upon completion of that initial term, the City shall have the option at its sole discretion to renew this contract for an additional two (2) one (1) year renewal terms. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index (CPI), All Urban Consumers, All Items, Miami-Ft. Lauderdale area, in an amount not to exceed 3%.

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 no later than ninety (90) 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 negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. 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.

The City reserves the right to reject any price adjustments submitted by the Vendor and/or to not exercise any otherwise available option period based on the proposed price adjustments. Any continuation of the contract beyond the initial period, and any option subsequently exercised shall be at the sole discretion of the City, and not a right of the vendor. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.



Should the vendor decline the City's right to exercise the option period, the City may consider the vendor in default, which may affect the vendor's eligibility for future contracts.

## **2.6 MINIMUM REQUIREMENTS FOR AWARD**

Proposals will be considered only from vendors which are regularly engaged in such business as described in this package, with a record of performance for a minimum of three years, must have prior successful experience, the equipment, and the organization to ensure that they can satisfactorily execute the service. Proposer shall have a lighting crew trained and experienced in maintaining and restoring the holiday lighting systems, including LED lights sets. Award of this contract will be made to the responsive and responsible vendor who meets the minimum qualifications set forth in this solicitation. Additionally, Proposer shall maintain a 24-hour per day, 7 day per week call center with a primary and secondary point of contact during the Holiday Lighting Season, to which outages and other problems can be reported. The awarded proposer shall respond within eight hours by being on site at the designated area upon notification by the City or its designated representative of a request to address a reported problem. Proposer shall ensure that all City holiday lights and decorations are functioning by 5:00 p.m. each day during the Holiday Lighting Season. Additional requirements include:

- Dates may change, due to weather or other circumstances, such as COVID-19, nonetheless vendor will not be considered if not available to meet needs for the dates below:
  - Installation of all lighting and décor by November 19, 2021 or prior, upon written approval from the City. Removal must be completed January 9th through January 15th, 2022.
  - For subsequent years, the awarded Contractor is required to have lighting installed by the week before Thanksgiving.
  - For subsequent years, removal of lights and decorations shall be done no later than the second week of January.

## **2.7 METHOD OF AWARD BASED ON DESIGN PROPOSALS**

Contractors will be evaluated by relevant experience, preferably with local government agencies, or non-profit organizations, successful past performance, vendor's billing, price, and safety procedures in place. Vendor(s) shall be recommended for award either by location, group, or for the entirety of all bid items, as deemed in the best interest of the City. The City Manager may also reject all proposals received. Section 62-8 of the City Code provides that the City may consider the following:

- The ability, capacity and skill of the vendor to perform the Contract.
- The character, integrity, reputation, judgment, experience and efficiency of the vendor.
- The quality of performance of previous contracts with the City and references.
- The previous and existing compliance by the vendor with laws and ordinances relating to the Contract.



## **2.8 BUDGET**

The City's annual budget for holiday décor has been approximately \$100,000 in the past; however, the City is open to proposals and will award based on a combination of design and best value to the City.

## **2.9 MULTIPLE AWARD**

The City may award multiple vendors as available, by line item, by group, or in its entirety. The City will endeavor to utilize vendors in order of award. The City reserves the right to select the Contractor who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. In the event that one of the successful vendors (primary, secondary or tertiary) are deemed to be performing unsatisfactorily as determined by the City, the City may opt to award their designated bid group to another pre-qualified vendor available on contract performing to City's approval.

## **2.10 RELEASE OF LIABILITY**

The Contractor shall release and discharge the City of Sunny Isles Beach from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, vandalism, or any other cause(s).

## **2.11 INSURANCE**

### **2.11.1 Comprehensive General Liability Insurance**

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

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



### **2.11.2 Business Automobile Liability**

Business Automobile Liability with minimum limits of Five Million Dollars (\$5,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

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

Before starting the Services, 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.**

### **2.11.3 Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and 00/100 dollars (\$1,000,000.00) per accident. Vendor agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

### **2.11.4 Cancellation and Re-Insurance**

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

Insurance required of the Contractor shall be primary to, and not contributory with, any insurance or self-insurance maintained by the City. Such insurance shall not diminish Contractor's indemnification and obligations hereunder. The insurance policy(ies) shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the City with a minimum A.M. Best rating of A-Excellent. Before any work under this Agreement is performed, and at any time upon request, Contractor shall furnish to the City certificates of insurance evidencing the minimum required coverage and shall be appropriately endorsed for contractual liability, with the City named as additional insured. All policies and certificates shall be in forms and issued by insurance companies



acceptable to the City Manager or his designee. All insurance policies and certificates of insurance shall provide that the policies may not be canceled or altered without thirty (30) days prior written notice to the City. Contractor shall also require and ensure that each of its sub-Contractor(s) providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.

**NOTE: THE CITY OF SUNNY ISLES BEACH, CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE. ANY EXCEPTIONS TO THE INSURANCE REQUIREMENTS IN THIS SECTION MUST BE APPROVED IN WRITING BY THE CITY.**

## **2.12 INVOICES**

Invoices shall be provided in accordance with Section 1.13 of the General Terms and Conditions of this RFP following the successful completion of rendered services. The Contractor shall not charge the City for any lights that become non-functional during the time of the Holiday Season. Invoices shall be supported with detailed information as requested by the City and mailed to:

City of Sunny Isles Beach  
Accounts Payable  
18070 Collins Ave., 4<sup>th</sup> Floor  
Sunny Isles Beach, FL 33160  
[AccountsPayable@sibfl.net](mailto:AccountsPayable@sibfl.net)

## **2.13 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased and utilized, and all work to be done in the performance of this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

## **2.14 PENALTIES**

The successful Proposer should take pride in the quality of work provided, therefore The City of Sunny Isles Beach plans to implement a strike system that will result in a penalty fine when an issue is brought to the Vendor's attention and the issue continues to occur. The first time an issue occurs the Vendor will be notified in writing and the issue must be corrected within 8 hours of receipt of notice. The second offense so will be documented in writing and a meeting will take place between the Vendor's representative and the City representative to discuss the current and past infractions. At the time of the meeting the Vendor will be required to present a written corrective action plan to address the City's concern and how they plan to correct the issue within 48 hours of the meeting. The third violation for the same issue shall result in a penalty of \$200.00 each time the same problem reoccurs. This information shall remain in the Vendor file and will be taken into account when it comes time to renew a contract or for contract termination.



## **2.15 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City prior to the final acceptance of the work. Contractor will be responsible for applying and securing any permits that may be required to complete such repairs. Such property shall include but not be limited to: existing facilities and all of its components, site amenities, concrete and/or asphalt surfaces, vehicles, pole structures, sidewalks, curbs and gutters, driveways, utilities, etc. If the work site has any pre-existing damage, the Contractor shall notify the Project Manager in writing. Failure to do so shall obligate the contractor to make repairs per the above section. Contractor must provide protection necessary to prevent damage to property being repaired or replaced.

## **2.16 CLEAN-UP**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the associated user department's project manager.

## **2.17 E-VERIFY**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

## **2.18 PUBLIC RECORDS LAW**

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





City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**

**END OF SECTION**



## SECTION 3 SCOPE OF SERVICES

### 3.1 SCOPE OF SERVICES

The City of Sunny Isles Beach, "City" is seeking proposals from qualified "Contractors"/ "Vendors" to provide holiday lighting and decorations at various locations throughout the City, including parks, right-of-ways, and facilities. The City is inviting creative proposals for holiday lighting and decorations that create a unique and memorable experience for anyone living and visiting Sunny Isles Beach during the holiday season. The term of the initial Agreement shall be for the 2021 holiday season; the holiday lighting and decoration shall be installed and ready for lighting no later than November 19, 2021. Safe removal of all lights and decorations must be completed January 9th through January 15<sup>th</sup>, 2022. The City shall have the option to engage one or more qualified contractor(s) for holiday decorations, if needed. The vendor shall provide all labor, transportation, equipment, and materials for the delivery, operation and removal of all equipment and decorations. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the contractor to remove such equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The City will provide outlets and pay for electricity for all holiday displays, as needed. Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain, and remove lights and decorations.

The contractor shall be responsible for injury to persons caused by the operation of the equipment.

A detailed project implementation plan shall be provided to City staff by July 1 of each contract year. Proposer shall be responsible for ensuring it is in possession of all required City permits prior to commencement of work, and maintaining permits throughout the contract award, as required. All costs associated with obtaining required permits shall be the responsibility of the awarded Proposer(s). Specific responsibilities include but are not limited to the following:

#### **Design and Furnish at the following locations:**

The vendor can propose equipment/services for award by the following locations:

#### **Group 1 – A1A Street Pole Décor** (Exhibits A1-A4 attached)

- A. A1A Street Pole Décor (161 light poles) – Multi-colored lit decoration, no less than 3 colors per pole.

#### **Group 2 – Parks, Right-of-ways, and Facilities**

##### **Park Lighting** (Exhibits B - E attached)

- B. Heritage Park (19200 Collins Ave, Sunny Isles Beach, FL 33160) – minimum requirement is décor that meets or exceeds visual impact of 2020 décor, which consisted of:



- Medjool Palm trees, quantity 26 (wrap trunk, up to fronds)
  - Fountain wall (decoration on or around facing Collins Avenue)
- C. Samson Park (17425 Collins Ave, Sunny Isles Beach, FL 33160) – minimum requirement is décor that meets or exceeds visual impact of 2020 décor, which consisted of:
- Medjool Palm trees, quantity 12 (wrap trunk, up to fronds)
- D. Gateway Park (151 Sunny Isles Blvd, Sunny Isles Beach, FL 33160) – minimum requirement is exterior décor that meets or exceeds visual impact of 2020 décor, which consisted of:
- Oak Trees, quantity 22 (wrap trunk and canopy)
  - Menorah
- E. Intracoastal Park (Collins Avenue, 159 to 163 Street, Sunny Isles Beach, FL 33160)
- Open to proposal

**Right of Ways** (Exhibits F - I attached)

- F. North City Entrance (median on Collins Avenue, between 193<sup>rd</sup> Street and Terracini Avenue)
- Open to proposal
- G. William Lehman Causeway Entrance (median on SR 856 E/William Lehman Causeway Ramp, just west of Collins Avenue) – minimum requirement is décor that meets or exceeds visual impact of 2020 décor, which consisted of:
- Medjool palm trees, quantity 8 (wrap trunk, up to fronds)
- H. South City Entrance (median on Collins Avenue, between Haulover Park and 158<sup>th</sup> Street)
- Open to proposal
- I. Collins Avenue, median, from South City limit to North City limit – minimum requirements:
- Medjool Palm trees, quantity 56 (wrap trunk, up to fronds)
  - Royal Palm trees, quantity 92 (wrap trunk, up to fronds)

**Facilities**

- J. Government Center (18070 Collins Avenue) – minimum requirement is décor that meets or exceeds visual impact of 2020 décor, which consisted of:
- Exterior - Medjool Palm trees, quantity 6 (wrap trunk, up to fronds)
  - Interior - 10' Christmas Tree for Lobby



- K. Pelican Community Park (18115 North Bay Road) – minimum requirement:
  - 7' Christmas Tree for Lobby (ceiling height is 9')
- L. Gateway Center (151 Sunny Isles Boulevard) – minimum requirement:
  - 8' Christmas Tree for Lobby (ceiling height is 10'9")

### **Group 3 - Event at Gateway Park**

- M. Event at Gateway Park (151 Sunny Isles Boulevard) – open lawn
  - Open to proposal – light/music display that can be repeated nightly for up to 2 weeks, minimal damage to lawn. To be up for approximately 2 – 3 weeks.

### **3.2 LOCATIONS AND MINIMUM REQUIREMENTS**

Broken, damaged or equipment delivered in poor condition will not be accepted by the City. Replacement equipment must be delivered within eight (8) hours. Storage for equipment will not be made available to vendors.

### **3.3 COMPANY REPRESENTATIVE**

There must be an agent or supervisor on call who can be reached by phone in case equipment problems arise after delivery and afterhours. Supervisor or agent must respond within fifteen (15) minutes of initial call and corrections made or replacement of equipment delivered within two (2) hours of initial call. Time of delivery, installation, and pick up must be coordinated through assigned City staff. Delivery, installation, and pickup of all items must be supervised by City staff. Contractor shall be neatly groomed in an approved uniform, with a visible name tag and properly equipped at all time.

**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. The City reserves the right to select the Contractor who represents the best value, and to accept or reject any proposal submitted in response to this solicitation.

#### **EVALUATION METHOD AND CRITERIA**

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

1.	Previous successful experience with Holiday Lights and Decorations.
2.	Vendor possesses all appropriate licenses, certificates, insurances required to do business in the State of Florida.
3.	i. The ability, capacity, skill, and organization of the Contractor to perform and support the needs and objectives within the scope of work as proposed. ii. The character, integrity, reputation, judgment, experience of Contractor. iii. The schedule and availability of the Contractor; to include response time. iv. Financial stability. v. The Current and projected workload of the Contractor; to include current contracts with other government entities.
4.	Price Schedule and Terms

#### 4.2 **PRICE EVALUATION**

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



### **4.3 NEGOTIATIONS**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Contractor's best terms from a monetary and technical standpoint. Notwithstanding the foregoing, if the City and said Contractor cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next lowest responsible and responsive Contractor. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Contractor shall have any rights against the City arising from such negotiations or termination thereof.

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

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

### **4.4 DISCUSSIONS & PRESENTATIONS**

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

**END OF SECTION**



## SECTION 5 SUBMITTAL FORMAT

### 5.0 FORMAT

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

**LABEL EACH SECTION AS NUMBERED.**

**The RFP must be in the following format at the time of submittal.**

1. Company Information

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

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Current IRS Form W-9
- Date Founded
- Home office address and telephone number, and local address and phone number
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Email address
- Point of Contact
- Identify locations submitting for
- Payment Terms

2. Qualifications

Proposer's relevant experience, qualifications and past performance.

- An explanation of why the Vendor is the best qualified to perform the contract and demonstrate its qualifications based on the specs. List all equipment the Contractor owns/leases for this service.

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; and the size and experience of the company staff pool from which staff assigned to the management contract can be drawn. The composition of the staff team 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.
- Experience and qualifications of staff and satisfactory record of performance of staff

4. Approach / Methodology

Proposers approach methodology to providing the services requested in this solicitation.

- Suitability of the methodologies and approach used in achieving tasks
- Ability to meet desired timelines and deadlines
- Pictures of design concept
- Current operating guidelines, ADA compliance policies and procedures, and safety policies and procedures that affect employees and the public, including any independent inspections, copies of employee safety training procedures with proof of training meetings
- List of owned decorations and equipment
- Each bid must specify amperage and electrical requirements

5. Cost of Services

**Each Vendor shall submit in their price proposal any pricing conditions or contingencies.** Prices shall remain firm and fixed for the initial 3 years.

6. References

Each Proposer must submit three (3) references of Current and/or Past Customers to whom they have provided services similar in scope and size of those described herein.

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.

7. Availability

Indicate if vendor can meet the timelines the City has identified. Identify the extent and nature of any anticipated outside support.

8. Contract Forms

All completed contract forms.

**END OF SECTION**





## **SECTION 6 BID FORM 1**

### **RFP Title: HOLIDAY LIGHTING AND DECORATIONS**

The undersigned Vendor proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach to perform and furnish all Services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The vendor accepts all of the terms and conditions of this RFP and Instructions to Vendors. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. The Proposer agrees to sign and submit the Agreement with other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this RFP, the Vendor represents, as more fully set forth in the Agreement, that:

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

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

The City and the successful 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 individual Purchase Orders and/or Notice to Proceed.



Firm Name:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different):

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_/\_-/\_/\_/\_/\_/\_/\_

**\* "By signing this document the bidder agrees to all Terms and conditions of this Request for Proposal.**

**Signature:**

\_\_\_\_\_

**(Signature of authorized agent)**

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

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

**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.**



## BID FORM 2

### 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 BID

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 BID

---

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

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



**BID FORM 3  
 BID PRICING & AVAILABLE INVENTORY**

**ALL-INCLUSIVE PRICE PROPOSAL.** All fees, expenses and any optional costs should be included in the proposed pricing. The City will not be responsible for expenses incurred in preparing and submitting the technical and price proposal. Such costs should not be included in the proposal.

Item		Total \$ NTE Amount
<b>Group 1: A1A Street Pole Décor</b>		
A. A1A Street Pole Décor	Price Per Light Pole:	
161 light poles. Multi-colored lit decoration, no less than 3 colors per pole.		
Group 1 Subtotal:		
<b>Group 2: Parks, Right of Ways, and Facilities</b>		
<b>Parks:</b>		
B. Heritage Park		
C. Samson Park		
D. Gateway Park		
E. Intracoastal Park		
<b>Right of Ways:</b>		
F. North City Entrance		
G. William Lehman Causeway Entrance		
H. South City Entrance		
I. Collins Avenue (Median)	Price Per Tree Type:	
• Medjool Palm trees, quantity 56		
• Royal Palm trees, quantity 92		



<b>Facilities:</b>	
J. Government Center	
K. Pelican Community Park	
L. Gateway Center	
Group 2 Subtotal:	
<b>Group 3: Event at Gateway Park</b>	
M. Event at Gateway Park	
Group 3 Subtotal:	
<b>TOTAL of Groups 1, 2, and 3:</b>	<b>\$</b>
<b>Provide itemize breakdown for each location.</b>	

Signature of Authorized Official: \_\_\_\_\_

Name (typed): \_\_\_\_\_

Company Name: \_\_\_\_\_

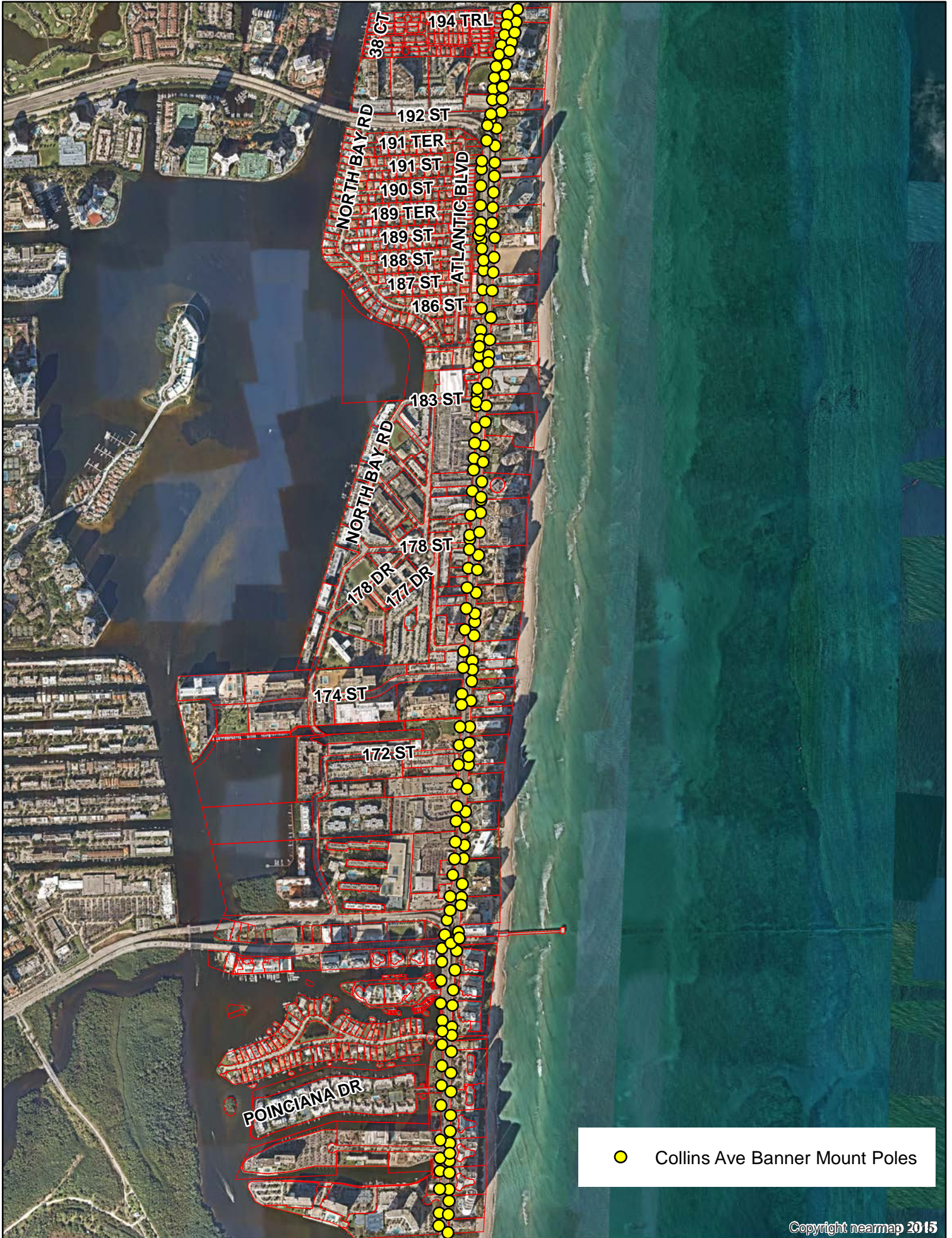


## EXHIBITS



# Decorative Street Lights - Collins Ave

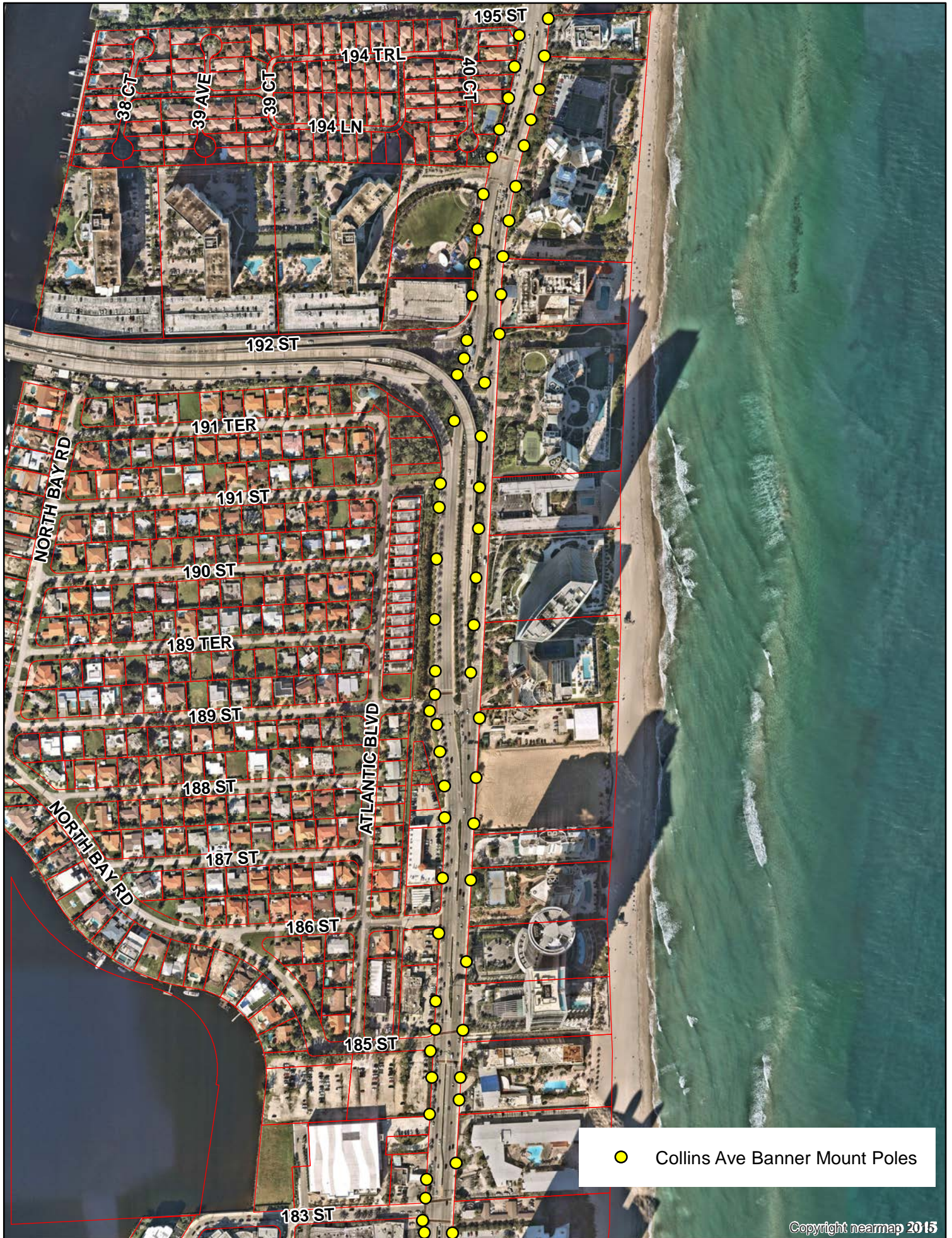
EXHIBIT A1



● Collins Ave Banner Mount Poles

# Decorative Street Lights - Collins North

EXHIBIT A2



● Collins Ave Banner Mount Poles



# Decorative Street Lights - Collins Central

EXHIBIT A3



# Decorative Street Lights - Collins South

EXHIBIT A4



# Heritage Park

EXHIBIT B1



A1A (COLLINS AVENUE)

# Heritage Park 2020 Décor



# Samson Oceanfront Park

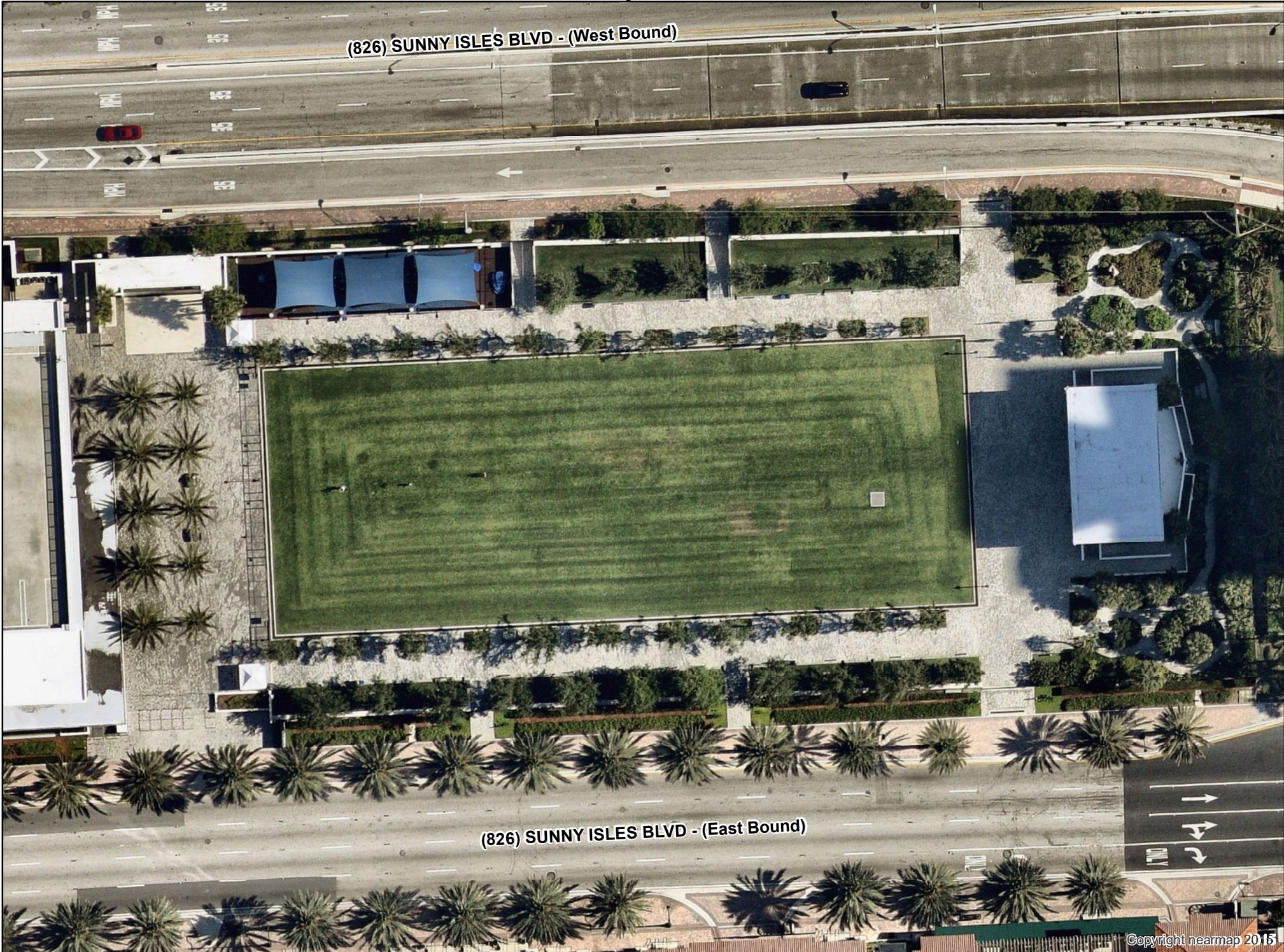
EXHIBIT C



# Gateway Park

(826) SUNNY ISLES BLVD - (West Bound)

(826) SUNNY ISLES BLVD - (East Bound)



# Gateway Park 2020 Décor



# Gateway Park 2020 Décor





# Gateway Park 2020 Décor



# Intracoastal Parks

EXHIBIT E



# North Entrance

EXHIBIT F



# William Lehman Causeway Entrance

EXHIBIT G



# South Entrance

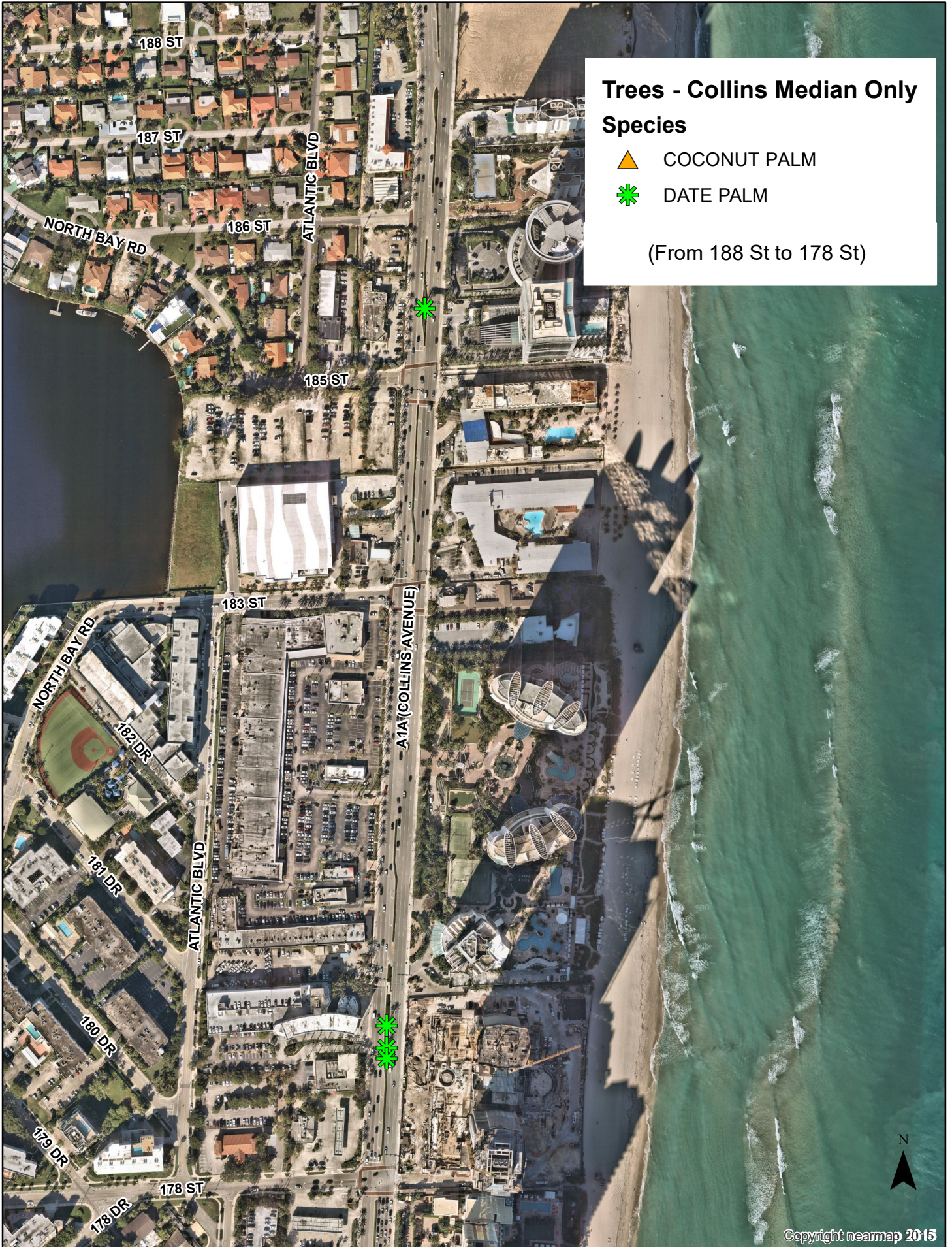
EXHIBIT H

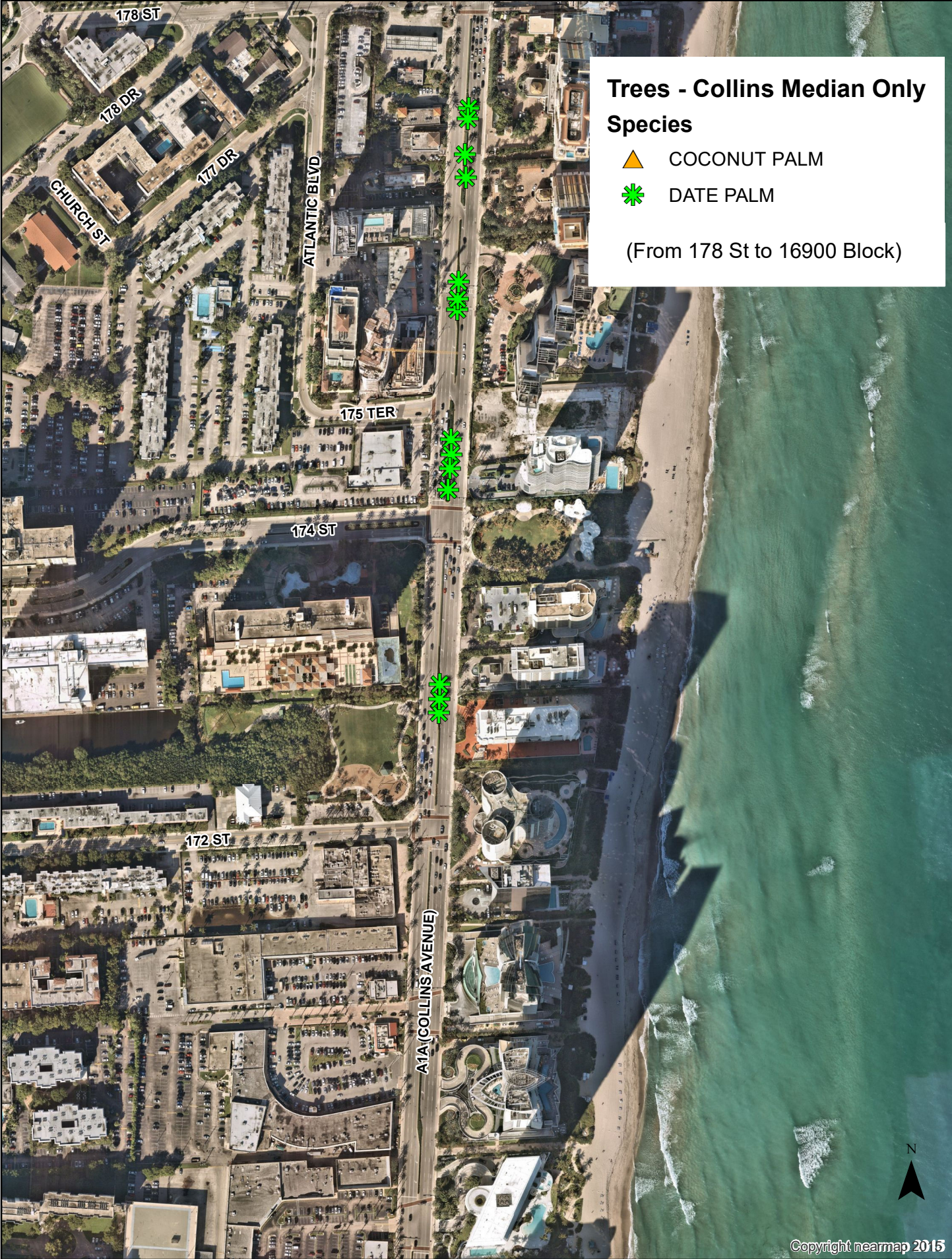


# Collins Ave Median Trees - North

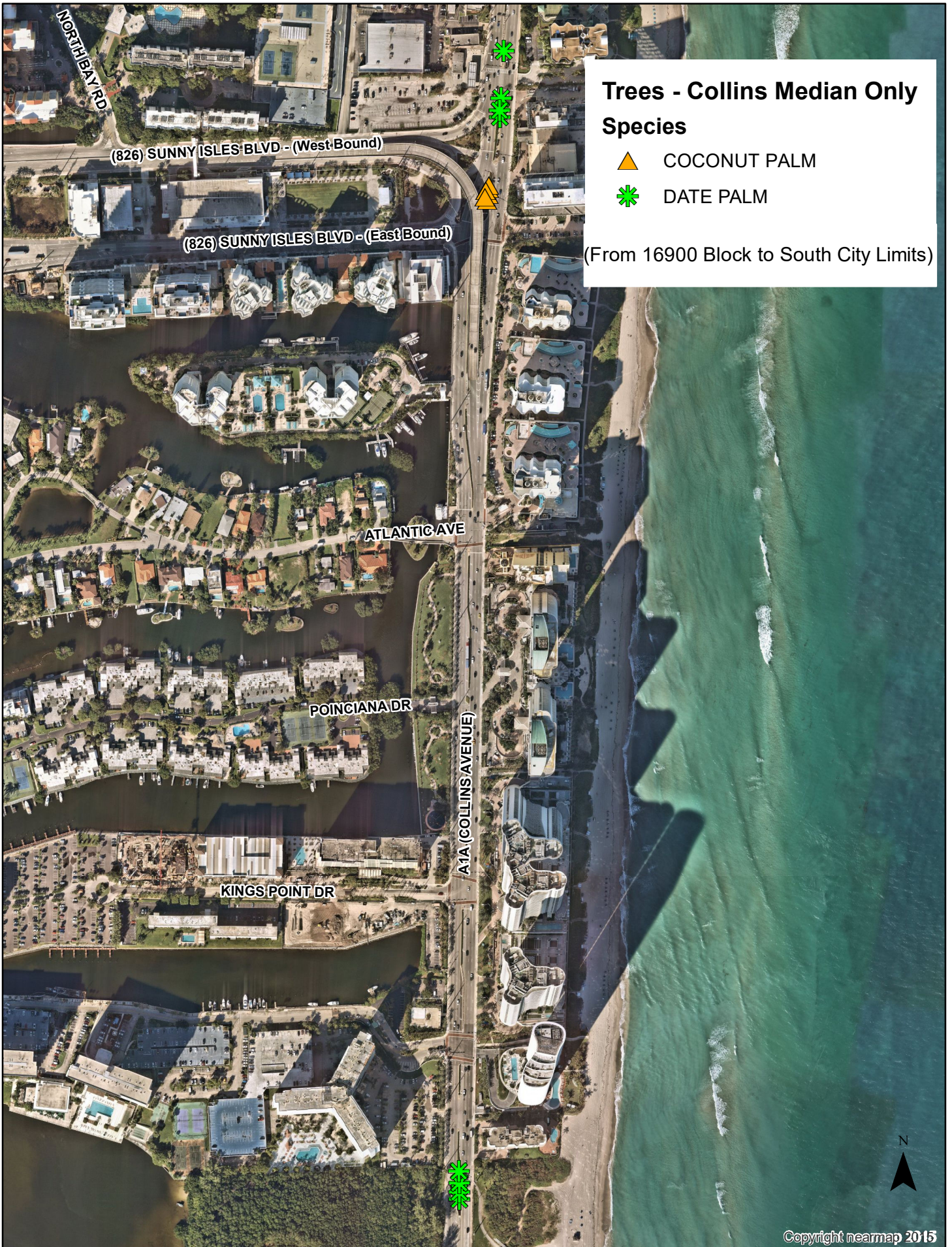
EXHIBIT I1













## 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, RFQ No. \_\_\_\_\_ described as: RFP Event Rides. 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 \_\_\_\_\_, 2021.

\_\_\_\_\_  
AFFIANT

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

## **E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

### **Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date