



## INVITATION TO BID

Goods & Services



**22-12-02**

# Sports Officiating and Scorekeeping Services for Youth Athletic Leagues

<b>RELEASE DATE:</b>	DECEMBER 22, 2022
<b>ALL QUESTIONS DUE:</b> All questions will be answered via addendum posted to DemandStar.	NO LATER THAN DECEMBER 29, 2022 AT 5:00 PM IN WRITING TO <a href="mailto:PURCHASING@SIBFL.NET">PURCHASING@SIBFL.NET</a>
<b>DUE DATE FOR BIDS:</b>	NO LATER THAN JANUARY 12, 2023 AT 11:00 AM
<b>SUBMIT <u>SEALED</u> BIDS TO:</b> Envelope must clearly provide your firm's name, phone # and contact information and must be labeled with the ITB # and name.	CITY OF SUNNY ISLES BEACH GOVERNMENT CENTER OFFICE OF THE CITY CLERK 18070 COLLINS AVENUE, 4 <sup>TH</sup> FLOOR SUNNY ISLES BEACH, FLORIDA 33160  ONLINE SUBMITTALS ARE <b>NOT</b> ACCEPTED



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**LEGAL ADVERTISEMENT  
NOTICE TO BIDDER**

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

**Sports Officiating and Scorekeeping Services for Youth Athletic Leagues  
Invitation to Bid No. 22-12-02**

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

Sealed Bids will be received by the City Clerk no later than **11:00 AM ON THURSDAY, JANUARY 12, 2023** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Bids received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and names of firms read aloud at this time.

The envelope containing the sealed Bid must be clearly marked:

**ITB 22-12-02**

**Sports Officiating and Scorekeeping Services for Youth Athletic Leagues  
OPENING DATE AND TIME: 11:00 AM, on Thursday, January 12, 2023**

The Owner reserves the right to reject any or all Bids, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the Owner in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Council, City Manager, evaluation committee members, or City staff, other than Purchasing Division personnel, regarding this ITB from the time of the ITB initial release through the award.**

All questions regarding this ITB shall be directed **in writing** to Purchasing by **DECEMBER 29, 2022 AT 5:00 PM**. Questions must be submitted via email to: [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

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

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



## SECTION 1

### INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

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

#### 1.1 **CLARIFICATION/EXPLANATION/QUESTIONS:**

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net) by the date mentioned above. 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 Proposers 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 REQUEST FOR PROPOSALS, INVITATION TO BID, and request for qualifications. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

#### 1.3 **ADDENDA TO SPECIFICATIONS:**

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

#### 1.4 **SPECIAL ACCOMMODATIONS:**

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

#### 1.5 **PUBLIC ENTITY CRIMES STATEMENT:**

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

excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

#### 1.6 **BID DEADLINE:**

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

#### 1.7 **SEALED BID:**

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

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

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

#### 1.9 **WITHDRAWAL OF BIDS:**

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

#### 1.10 **BID OPENING:**

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

#### 1.11 **EVALUATION OF BIDS:**

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

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

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications,





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



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

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

**1.25 ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the INVITATION TO BID and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

**1.26 HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

**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 five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**1.28 DEFAULT PROVISION:**

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the

Proposers responsible for any excess costs occasioned or incurred thereby.

**1.29 SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**1.30 DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

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

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

**Addenda:** Written or graphic instruments issued prior to the 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 or Proposal:** The offer of the Bidders/Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.

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

**Change Order:** A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

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

**Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

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

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.



<b>Contractor:</b>	The person, firm or corporation with whom the City has executed this Agreement.		the City under this Contract shall be delivered to the City.
<b>Day:</b>	A calendar day of twenty-four hours measured from midnight to the next midnight.	<b>1.31</b>	<b><u>BID AWARD:</u></b>
<b>Field Order:</b>	A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.		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 ITB 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. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).
<b>Modification:</b>	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.	<b>1.32</b>	<b><u>EXECUTION OF AGREEMENT:</u></b>
<b>Notice of Award:</b>	The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.		At least four counterparts of the Agreement, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.
<b>Samples:</b>	Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.	<b>1.33</b>	<b><u>LAWS AND REGULATIONS:</u></b>
<b>Specifications:</b>	Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.		The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.
<b>Statement of Services:</b>	The form furnished by the City which is to be used by the Contractor in requesting progress payments.	<b>1.34</b>	<b><u>TAXES:</u></b>
<b>Supplier:</b>	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.		The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.
<b>Work:</b>	Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.	<b>1.35</b>	<b><u>DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:</u></b>
<b>Written Notice:</b>	The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. 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		In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of





the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

**1.36 DECISIONS ON DISAGREEMENTS:**

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

**1.37 CITY MAY TERMINATE:**

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

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

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (termination for convenience) and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**1.38 MISCELLANEOUS:**

Proposers acknowledge the following miscellaneous conditions:

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

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

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

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

**1.39 WAIVER OF JURY TRIAL:**

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

**1.40 GOVERNING LAW:**

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

**1.41 VENUE:**

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

**1.42 ARBITRATION:**

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

**1.43 PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim





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

**1.44** **SEVERABILITY:**

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

**1.45** **INDEPENDENT CONTRACTOR:**

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

**1.46** **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

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

**End of Section**



## Section 2 Special Terms and Conditions

### 2.1 PURPOSE OF THE ITB

The City of Sunny Isles Beach, Florida (the “City”) is hereby requesting sealed bids from qualified contractors (the “Contractor”, “Firm”, “Vendor” or the “Bidder”) to furnish all labor, management, materials and equipment to provide Sports Officiating Services. Officials shall be defined as one who administers the rules of a game or sport and shall be inclusive of the term referee, line judge, scorekeeper, and umpire unless stated otherwise. The Contractor is to ensure that all personnel utilized for Officiating Services are knowledgeable in all applicable rules and regulations, as they pertain to the specific sports activity. Such officials must have a complete understanding and knowledge in the methods of common scorekeeping practices for the sports activity in question. The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated.

### 2.2 MINIMUM QUALIFICATION REQUIREMENTS (MQRS)

- a. Proposing bidder must have been awarded **Prime Contractor** and successfully performed **two (2) projects** of similar or greater size, scope and complexity to the specifications of the ITB within the last **five (5) years**.
- b. Contractor shall provide **references** for **no less than two (2) references, preferably government agencies** in which Contractor served as **Prime Contractor** for projects similar in size and scope. Please note that the references must be for the same projects in response to MQR “a” above.
- c. Provide documentation of **Youth/Adult CPR, First Aid Certification**.
- d. Provide Certification, License or copies of successful completion of examination with **NFHS, NASO, FHSAA, IAABO, NYSOA, USSF, FSR or USA Volleyball**; qualification must remain current throughout the duration of the contract.

### 2.3. BACKGROUND CHECK – LEVEL 2

The successful proposer and all personnel employed by them shall be required, at their sole cost and expense, to pass a criminal background check prior to award of the contract, and every renewal term, which background check shall be facilitated through the City’s Human Resources Department. The criminal background check shall consist of a Florida department of law



enforcement ("FDLE") Florida crime information center/national crime information center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work at any city facility. The successful proposer shall be required to coordinate the criminal background checks through the City by contacting Human Resources at 305-792-1708.

#### 2.4 TERM

This initial contract shall commence upon approval by the City Commission, contingent upon the completion and submittal of all required bid documents and fully executed contract. The initial contract shall remain in effect for **three (3) years** with an option of **two (2) mutually agreeable written renewals of one (1) year each**. This contract shall remain in effect until the completion of services, provided that the services rendered by Firm during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to Firm. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall not exceed 5%, and shall be subject to the approval of the City. For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed 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 Bidder 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 Bidder. Renewals shall be exercised only when such continuation is clearly in the best interest of the City.

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

#### 2.5 METHOD OF AWARD

The term "lowest responsible and responsive Bidder" as used herein shall mean the Bidder whose





bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work, whose bid best serves the interests of and represents the best value to the City, as determined by the City Commission and/or the City Manager. The bidder will also be evaluated as part of their “responsible” on their quality control plan, safety plan and proposed project schedule.

Bidders will be evaluated by relevant experience, preferably with government agencies, successful past performance, no conflicts of interest, approach to the project and whose bid best serves the interest of and represents the best value to the City in conformity with the criteria set. 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.

The City also reserves the right to waive minor variations to specifications (interpretation of minor variations will be made by applicable City Procurement personnel). In addition, the City reserves the right to cancel any contract by giving ten (10) days written notice. The City reserves the right to negotiate the type and cost of specific types of services to be purchased.

## **2.6 PRIMARY AND SECONDARY CONTRACTORS**

As a means of ensuring continuity of service, as well as adequate staffing for all games, the City reserves the right to award primary and secondary contractors for one or more sport. The Primary Contractor will be responsible for staffing all games for each sport for which they receive an award, however, in the event that primary contractor staff is unavailable, or if the City should require more than the normal number of officials for a specific sport (such as during a tournament or other similar event) the City may call upon the Secondary Contractor to fill the vacancies that the Primary Contractor is unable to fill.

## **2.7 SUB-CONTRACTORS**

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



under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent.

## **2.8 FIRM BID PRICE**

If the vendor is awarded a contract under this solicitation, the prices proposed by the vendor shall remain fixed and firm during the term of the contract.

## **2.9 MONTHLY INVOICES PAYMENTS**

Payment will be made monthly for work that has been completed, inspected and properly invoiced. Invoices must bear the project name, bid number and purchase order number. Vendor shall submit by the 10th day of the following month vendor's completed Invoice for services rendered. Should the 10th fall on a weekend or holiday, Contractor shall submit his invoice on the next workday.

A late Statement of Services may be paid in the next month's billing cycle. Payment will be made by the City after services have been received and accepted. These invoices shall be submitted to the City of Sunny Isles Beach, ATTN: Accounts Payable, 18070 Collins Avenue, Sunny Isles Beach, FL 33160 or [AccountsPayable@sibfl.net](mailto:AccountsPayable@sibfl.net). All documentation shall reference the appropriate Contract number, the type of Service(s) provided, and the dates or period that the Services were provided in the prior 30 days.

## **2.10 INSURANCE**

### **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 afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: Premises and Operation;

- Independent Contractors;
- 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.



### **2.10.1 Business Automobile Liability**

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

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

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

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

### **2.10.2 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 Longshoremens and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. 4. Workers' Compensation in accordance with Florida Statute, including Employer's Liability of \$1,000,000. Bidder agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment

### **2.10.3. Cancellation and Re-Insurance**

It shall be the responsibility of the bidder and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action.





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

### **2.11 COMPLIANCE WITH FEDERAL STANDARDS**

All services under 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) and applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services.

### **2.12 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.

### **2.13 POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY**

City Ordinance 2021-564 ("Polystyrene Ordinance") prohibits individuals and temporary vendors who are located on or operating on City Property or a City Facility, as defined therein, from carrying or using expanded polystyrene food service articles. In accordance with City's Polystyrene Ordinance, City contractors or vendors shall not carry or use any products that violate the City's prohibition against carrying or use of expanded polystyrene food service articles while utilizing



the City's Facility. It shall be the sole responsibility of the awarded contractor to ensure compliance with the City's Polystyrene Ordinance.

Moreover, the City of Sunny Isles Beach Sustainable Procurement Policy was approved by the City Commission during the June 17, 2021 Commission Meeting via R2021-3208. The Policy is to preserve and enhance the health and quality of the environment in Sunny Isles Beach by restricting the use of City funds by City employees, contractors and/or vendors to purchase expanded polystyrene (plates, bowls, cups, containers, lids, trays, coolers, ice chests, single-use plastic beverage straws and all similar articles) for use or sale on City property or City facilities. Under the policy, City funds may not be expended to purchase Styrofoam food services articles for use or sale in City facilities or on City property. This includes funds used by City employees or used to pay City Contractors or vendors. Styrofoam food service articles will no longer be permitted to be sold or used in City facilities or on City properties by contractors or vendors that are paid with City funds. A violation of this section shall be deemed a default under the terms of the City contract, lease or concession agreement and is grounds for revocation of a special event permit. Click [here](#) to access more information on the City's E-committed campaign.

## 2.14 PUBLIC RECORDS LAW

The City is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to City's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosures under applicable law. To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the ITB process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

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



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

**END OF SECTION**





### SECTION 3 SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

#### 3.1 SCOPE OF SERVICES:

The City of Sunny Isles Beach, Florida (the “City”) is hereby requesting sealed bids from qualified contractors (the “Contractor” or the “Bidder”) to furnish all labor, management, materials and equipment to provide Sports Officiating Services. Officials shall be defined as one who administers the rules of a game or sport and shall be inclusive of the term referee, line judge, scorekeeper, and umpire unless stated otherwise.

#### 3.2 SPORTS FIELD AND COURT LOCATIONS

Game Locations	Address
Senator Gwen Margolis Park	17815 North Bay Road, Sunny Isles Beach FL 33160
Pelican Community Park	18115 North Bay Road, Sunny Isles Beach FL 33160
Samson Oceanfront Park	17425 Collins Avenue, Sunny Isles Beach FL 33160
Highland Oaks Park	20300 NE 24th Avenue, Miami, FL 33180

#### 3.3 TYPES OF USAGE

Types of officiating services required under this contract are as follows:

- The selected contractor will be expected to assign referees to the required number of games scheduled as determined by the City’s Athletics Coordinator. This shall include all regular, playoff and tournament league games.
- The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program.
- The selected Contractor will be required to assign the specified number of certified, insured, and successfully background checked officials to each scheduled game.
- The selected contractor may be required to assign referees to games played at an alternate location (not included in the list above) within a 20 mile radius of the City. These games would be determined by an affiliated league or tournament the City is participating in.

#### 3.4 ATTIRE

Unless otherwise directed, appropriate uniform or dress in accordance with rules outlined in NFHS.

- Officiating shirt (Contractor may determine if striped or blue shirts are to be used)
- Black shorts or pants
- Black socks



- Appropriate foot wear depending on sport (sneakers, cleats etc)
- Appropriate whistle

### **3.5 SCHEDULING**

Contractor shall, in so far as practicable, schedule assignments two (2) weeks in advance of the date of the scheduled season. The City shall provide the Contractor with notice of rescheduled dates as far in advance of such duties as is possible, but in no case shall the Contractor be provided less than twenty-four (24) hours notice.

### **3.6 OFFICIATION PROCEDURES**

Officials shall arrive in proper uniform a minimum of fifteen (15) minutes prior to the schedule time for all games. Delays or interrupted start-up time caused by the failure of a timely arrival may result in fines outlined below.

Complete and sign a score book/sheet at the end of each serviced game. This score book/sheet will be deposited in a designated area at the conclusion of the last daily scheduled game. The contractor's payment will be calculated by these records.

The City reserves the right to recommend disciplinary action in the form of suspension and / or dismissal for any official who fails to perform his/her duties as defined in the contract or for any behavior deemed inappropriate by the City.

The City reserves the right to increase or decrease the amount of officials/line judges/scorekeepers per game as seen fit. Any additional officials/line judges/scorekeepers will be at the contracted rate per official/line judge/scorekeeper.

### **3.7 CANCELLATION / FORFEITED GAMES**

The City has the right to cancel officials for any game due to poor attendance, inclement weather, etc. In such a case the City shall endeavor to provide the Contractor with two (2) hours advance notice of any canceled game. When this (2) hours notification is provided, there shall be no fees or other penalties paid for canceled officiating services. If the City fails to provide the Contractor with the minimum two (2) hours advanced notification of cancellation, the City shall pay to the Contractor, a sum equal to the contracted rate for one (1) game only.

In the event of a forfeited or cancelled game, the officials scheduled for such games will be required to remain on site and referee a practice or scrimmage game. The decision for such action will be solely at the discretion of the City's designated Program Supervisor.



Contractor shall reimburse the City for any and all overpayments caused by canceled or forfeited games, or when the Contactor has failed to provide the services specified.

### 3.8 PENALTIES/FINES

The table below represents penalties/fines that shall be assessed to the Contractor for non-compliance:

<b>Offense</b>	<b>Penalty (Per Game)</b>
Non-compliance of Uniform Rules	\$20.00 credit per official/ scorekeeper
Tardiness (5 - 15 minutes)	\$10.00 credit per official/ scorekeeper
Tardiness (16 minutes or more)	½ off per official, per Game Price*
Absenteeism (No Show)	1 full game credit per official

\*Price is based on the Schedule of Proposal Prices contained in the Proposal package

The aforementioned penalties/fines shall be in addition to any other remedies available to the City for Contractor’s non-performance.

### 3.9 HISTORY OF SPORTS OFFICIATING SERVICES USE

The following table represents the City’s usage requirements for sports official services. Contractor is encouraged to use this information as an estimate for reference and guidance purposes only. The City reserves the right to increase or decrease estimated usage indicated below and / or secure services during other weeks and months not indicated at the sole discretion of the City.

Note: The length of each game may vary, but the minimum time required by the City would be one (1) hour per game.

<b>Soccer</b>	
Age of player in league:	5-14
Number of seasons per year:	2
Length of (each) season:	2 – 3 Months Fall Season (September through December); Spring Season (January through April)
Number of days league meets per week:	1 (Thursdays) & 1 (Saturdays)
Minimum number of officials needed per game:	1
Maximum number of officials needed per game:	3



Locations(s) of league:	Senator Gwen Margolis Park / Pelican Community Park
Estimated # of games per season	160 games
Travel Soccer League games	9 games per season Fall Season (August-December); Winter Season (January-May)
<b>Volleyball</b>	
Age of player in league:	5-15
Number of seasons per year:	2
Length of (each) season:	Fall Season (September through December); Spring Season(January through April) and run for approximately 8 weeks.
Number of days league meets per week:	2 (Saturdays) & 1 (Wednesdays)
Minimum number of officials needed per game:	1
Maximum number of officials needed per game:	1
Locations(s) of league:	Pelican Community Park/ Samson Oceanfront Park
Estimated # of games per season	16 games
<b>Basketball</b>	
Age of player in league:	7-14
Number of seasons per year:	1
Length of (each) season:	2 - 3 Months (January through April); Games start in February and run for approximately 8 weeks.
Number of days league meets per week:	2
Minimum number of officials needed per game:	1
Maximum number of officials needed per game:	2
Locations(s) of league:	Pelican Community Park
Estimated # of games per season	96 games

The number of games may vary and will ultimately be determined by the number of players registered and the number of teams which make up the program. **The City does not guarantee that each league/program will meet the estimated amount of games per season.**

The City reserves the right to increase or decrease the length of season for each league/tournament.

The City reserves the right to select more than one (1) provider to provide the services mentioned in this request for quote.





### **3.10 DUTIES AND RESPONSIBILITIES**

The Contractor shall ensure that the following duties and responsibilities are adhered to:

1. Provide identification and copies of qualifications for each qualified official, worker and referee that provides services prior to the first scheduled game or contest.
2. Maintain any applicable qualifications and/or certifications for the duration of the contract.
3. Ensure that referees are knowledgeable and trained in proper officiating mechanics and rules of sports assigned at NFHS level or above.
4. Recognize, adhere to or enforce any specialized game rules, policy or standards instituted by the City of Sunny Isles Beach sports program.
5. Provide schedule of assigned officials to SIB administration in advanced of games.
6. Provide an overseer or primary contact with immediate access to coordinate coverage, resolve issues and address concerns.
7. Meet with SIB division administration in advance of season and as needed to address concerns, incidents or issues.
8. Provide services as requested WITHOUT the use of subcontractors not agreed upon, identified or acknowledged in advance of contract agreement.
9. Notify Sunny Isles Beach administration in advance of any real or perceived conflict of interest i.e. family member or associate a participant in competition or game assigned.
10. Contractor shall provide a copy of these rules to each official.
11. Contractor shall be fully aware, knowledgeable and comply with the [FHSAA Officials Guidebook](#).
12. Contractor shall provide the City with a list of names for those individuals who will be providing services under the contract, and shall be further required to maintain the list current with the City in the event there are any changes to personnel. All individuals performing services under this contract shall comply with the criminal background check requirements of Section 2.3 herein.

### **3.11 Holidays**

Contractor's services will not be required on City observed Holidays. City observed holidays include the following:

- New Year's Day – Friday, December 31, 2021\*
- Martin Luther King Day – Monday, January 17, 2022
- Presidents Day – Monday, February 21, 2022
- Memorial Day – Monday, May 30, 2022
- Juneteenth Independence Day – Monday, June 20, 2022\*
- Independence Day – Monday, July 4, 2022



- Labor Day – Monday, September 5, 2022
- Veterans Day – Friday, November 11, 2022
- Thanksgiving Day – Thursday, November 24, 2022
- Day After Thanksgiving – Friday, November 25, 2022
- Christmas Day – Monday, December 26, 2022\*
- New Year's Day – Monday, January 2, 2023\*

*\*When a holiday falls on Saturday or Sunday, the City of Sunny Isles Beach observes the holiday on the previous Friday or following Monday, respectively.*



## SECTION 4 BID RESPONSE FORMAT

### 4.0 FORMAT

Submittals shall be submitted in duplicate. Submit one (1) original, three (3) copies and one (1) electronic copy of the submittal on USB Drive. All required signatures shall be manual, in blue ink of an authorized representative who has the legal authority to bind the CONTRACTOR in contractual obligations. Each page of the bid should state the name of the CONTRACTOR, the bid number, and the page number. The City reserves the right to request additional data or material to support bid. All material submitted in response to the ITB will become the property of the City.

#### LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format. All submittals shall contain **no more than fifteen (15) pages** specifically addressing each criteria below:

#### 1. Company Information

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

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Office address and telephone number, email address
- Proof of insurance
- Proposer must submit a copy of Florida Division of Corporations Sunbiz report with your company registered as **active**.
- W9

#### 2. Qualifications

Proposer's relevant experience, qualifications and past performance:

- An explanation of why the Contractor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the Contractor meets or exceeds the requirements of this ITB.
- Provide a brief introduction letter highlighting the overall experience and qualifications of the Respondent with respect to the services requested under this Solicitation. Project list demonstrating this minimum experience and shall include, at a minimum: the project, date, base contract amount, number and amount of change orders, if any, the name, address, and phone number of the owner or owner's representative familiar with the work. Specifically list any projects, either complete or underway, that are located in Miami-Dade, Broward or Palm Beach, Florida Counties.
- **Your firm must address the Minimum Qualification Requirements per Section 2.2 of ITB.**



### 3. **Staffing**

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

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

### 4. **Approach / Methodology**

Bidder's approach to providing the services requested in this solicitation.

### 5. **Corporate Standing and Authorized Signatory**

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

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





## 6. **Litigation History**

CONTRACTOR shall provide a summary of any litigation or arbitration that the CONTRACTOR, its parent company or its subsidiaries have been engaged in or are currently engaged in, during the past five (5) years against or involving (1) any public entity in Florida for any amount (2) any private entity for an amount greater than \$100,000. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The CITY may disqualify any CONTRACTOR it determines to be excessively litigious.

## 7. **Forms and Attachments**

Enclosed Forms;

Respondent must complete, sign as required, and submit the Addenda and all forms; and Firm's Current Certificate(s) of Insurance.

## 8. **Exceptions**

Bidder's must list any exceptions taken to the terms and condition in this ITB.



**QUALIFICATION REQUEST  
INCLUDE WITH YOUR BID**

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

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

Project Manager \_\_\_\_\_

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

\_\_\_\_\_

3. List current workload.

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

4. Will you subcontract any part of this work?

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



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

---

6. Has your company ever been debarred or terminated for default on a government contract?

---

7. Firm must list any exceptions taken to the terms and condition in this ITB.

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8. Describe the submitter's attributes, which make the submitter best-suited for this project.

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**END OF SECTION**



## **REASON FOR “NO BID”**

For firms choosing **NOT** to bid/propose on this opportunity, the city appreciates your response using this form.

Please return via email to [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

Why did your firm choose not to respond to this opportunity?

Circle all that apply from below list: \_\_\_\_\_

- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:





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

**INVITATION TO BID  
SECTION 5  
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.  
01/12/2023**

PLEASE QUOTE PRICES FURNISHED & INSTALLED, LESS TAXES, PROVIDED TO  
CITY OF SUNNY ISLES BEACH, FLORIDA

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

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Issued by:	Purchasing Manager: Genesis Cuevas	Date Issued: December 22, 2022	This ITB Submittal Consists of this ITB, Attachments and Exhibits
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Sealed bids are subject to the Terms and Conditions of this INVITATION TO BID and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**ITB 22-12-02  
Sports Officiating and Scorekeeping Services for Youth Athletic Leagues**

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

**Firm Name:**

---

**RETURN ONE ORIGINAL, THREE COPIES AND ONE USB RESPONSE IN A SEALED ENVELOPE**



**SECTION 6  
BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

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

### **Bid Title: Sports Officiating and Scorekeeping Services for Youth Athletic Leagues**

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

The Bidder accepts all of the terms and conditions of the Advertisement or INVITATION TO BID and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

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

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

**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.**





## ATTACHMENT A – PRICE SHEET

- I. Bidder must use the Bid Price Sheet to submit Bidder's price for this Project.
- II. Bidder shall hold the unit Bid Prices firm throughout the Contract period. Bidder guarantees response time necessary to have a crew return to correct unfinished or unsatisfactory services.
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- IV. Bidder must completely fill out each column below, i.e., unit price and total.
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount.





**ANNUAL PRICING PER GAME**

Item No.	League	Estimated Annual Games (A)	Estimated Number of Official Per Game (B)	Price Per Official Per Game (C)	Total Price (D)
1	Soccer	160	2	\$	\$
2	Travel Soccer	9	2	\$	\$
3	Volleyball	16	1	\$	\$
4	Travel Volleyball	8	1	\$	\$
5	Basketball	96	1	\$	\$
<b>Grand Total:</b>					\$
<b>The Grand Total shall be calculated using the following formula (A x B x C = D)</b>					

I, \_\_\_\_\_, \_\_\_\_\_  
 Name of authorized Officer per Sunbiz and/or legal documentation Title  
 of \_\_\_\_\_

Name of Firm as it appears on Sunbiz and/or legal documentation hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

\_\_\_\_\_  
 Signature



## AFFIDAVITS





**NON-COLLUSION AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
**AFFIANT'S NAME**

\_\_\_\_\_  
**AFFIANT'S TITLE**

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_;

Type of identification \_\_\_\_\_

(Affix seal here)

\_\_\_\_\_  
**NOTARY PUBLIC** (name printed or typed)





## PUBLIC ENTITY CRIMES

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

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

#### **PUBLIC ENTITY CRIMES**

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

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

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

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

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

whose business address is:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

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

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

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

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

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

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

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



EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

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

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

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

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

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

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

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

\_\_\_\_\_



# CONFLICT OF INTEREST

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

## **CONFLICT OF INTEREST STATEMENT**

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

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

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

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

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Golden Shores Street Lighting. 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
AFFIANT

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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 \_\_\_\_\_, 2023.

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