



REQUEST FOR PROPOSALS

RFP # 25-08-01 TEMPORARY HOLIDAY THEMED EXPERIENCE

RELEASE DATE:	FRIDAY, AUGUST 15, 2025
IN-PERSON NON-MANDATORY PRE-PROPOSAL MEETING / SITE-VISIT	FRIDAY, AUGUST 22, 2025 AT 11:00 AM GATEWAY CENTER 151 SUNNY ISLES BLVD SUNNY ISLES BEACH, FL 33160
ALL QUESTIONS DUE:	WEDNESDAY, AUGUST 27, 2025 AT 5:00 PM
SUBMISSION DUE DATE:	FRIDAY, SEPTEMBER 12, 2025 AT 11:00 AM
SUBMIT <u>ELECTRONIC</u> PROPOSALS TO:	RESPONDENTS SHALL SUBMIT ALL PROPOSALS ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM . THE CITY IS ONLY ACCEPTING ELECTRONIC SUBMITTALS VIA DEMANDSTAR AT WWW.DEMANDSTAR.COM PROPOSALS WILL BE OPENED ELECTRONICALLY VIA ZOOM: https://us02web.zoom.us/j/87613533213



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LEGAL ADVERTISEMENT NOTICE TO FIRM

**TEMPORARY HOLIDAY THEMED EXPERIENCE
REQUEST FOR PROPOSALS NO. 25-08-01**

The Specifications for this REQUEST FOR PROPOSALS are available from DemandStar by calling (800) 711-1712 or by accessing their website at www.demandstar.com. The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the RFP Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their RFP response package may be incomplete. Any addenda will be posted and disseminated by DemandStar at least five days prior to the submittal date to all vendors who are listed on the official list.

Sealed Proposals will be received by Purchasing and City Clerk no later than **11:00 AM ON FRIDAY, SEPTEMBER 12, 2025** on DemandStar.com. Proposals received after this time will not be considered. The City is under no obligation to return proposals. Timely submitted proposals will be opened publicly and names of firms read aloud at this time electronically via Zoom:

**RFP 25-08-01
TEMPORARY HOLIDAY THEMED EXPERIENCE
OPENING DATE AND TIME: FRIDAY, SEPTEMBER 12, 2025 AT 11:00 AM**

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

The City will host a non-mandatory pre-proposal conference on **FRIDAY, AUGUST 22, 2025 AT 11:00 AM** at Gateway Center 151 Sunny Isles Blvd., Sunny Isles Beach, FL 33160.

All questions regarding this RFP shall be directed **in writing** to Purchasing by **WEDNESDAY, AUGUST 27, 2025 AT 5:00 PM**. Questions must be submitted via email to: 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 PROPOSER / 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 PROPOSER REGARDLESS OF ANY LANGUAGE IN PROPOSER'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 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) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposer from submitting their Bid on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each REQUEST FOR PROPOSALS. The information is available on-line at 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 PROPOSALS DEADLINE:

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

1.7 SEALED BID:

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this REQUEST FOR PROPOSALS 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 PROPOSALS:

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 ensure that the proposal is submitted in the City's Demandstar RFP portal on or before the closing hour and date stated on the REQUEST FOR PROPOSALS. After the RFP 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. Proposals that are received after the proposal opening time will not be considered and will not be returned.

1.11 EVALUATION OF PROPOSALS:

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



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the Award of the Contract.

- 1.11.1 Hold Harmless: All Proposer’s shall hold the City, its officials and employees harmless and covenant not to sue the City, it’s officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.
- 1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.12 AGREEMENT:

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

The Proposers who has the Contract awarded to them and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the Bid Security that accompanied their Bid, and the Bid Security shall be retained as liquidated damages by the City, and it is agreed that this sum is a fair estimate of the amount of damages the City will sustain in case the Proposers fails to enter into the Contract and furnish the Bonds as herein before provided. Bid Security deposited in the form of a cashier’s check drawn on a local bank in good standing shall be subject to the same requirements as a Bid Bond. The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

1.13 PAYMENTS:

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

1.14 BRAND NAMES:

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

1.15 MATERIAL:

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

1.16 SAMPLES:

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

1.17 QUANTITY GUARANTY:

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

1.19 SAFETY STANDARDS:

The Proposers warrant that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable.

1.20 WARRANTIES:

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

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this REQUEST FOR PROPOSALS 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



1.23	<p><u>LIABILITY, INSURANCE, PERMITS AND LICENSES:</u></p> <p>Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, certificates of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along <u>with the Bid response</u>. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.</p>	1.26	<p><u>HOLD HARMLESS/INDEMNIFICATION:</u></p> <p>The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.</p>
1.24	<p><u>CERTIFICATE(S) OF INSURANCE:</u></p> <p>Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. <u>At the time of Bid submission</u> the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.</p>	1.27	<p><u>NON-CONFORMANCE TO CONTRACT:</u></p> <p>The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.</p>
1.25	<p><u>ASSIGNMENT:</u></p> <p>The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the REQUEST FOR PROPOSALS 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.</p>	1.28	<p><u>DEFAULT PROVISION:</u></p> <p>In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.</p>
		1.29	<p><u>SECONDARY/OTHER VENDORS:</u></p> <p>The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.</p>
		1.30	<p><u>DEFINITIONS:</u></p> <p>Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:</p> <p>Acceptance: Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.</p> <p>Agreement or Lease: The written Agreement (i.e., Lease Agreement) between the City and the Contractor covering the Work to be performed, and the lease terms and conditions, which includes the Contract Documents. As used herein, "Lease" shall have the same meaning as "Agreement".</p> <p>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.</p> <p>Approved: Means approved by the City.</p> <p>Bid or Proposal: The offer of the Proposers submitted on the prescribed form setting forth the prices for the Work to be performed.</p> <p>Proposers: Any person, firm or corporation submitting a Bid for Work. As used</p>



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herein, "Firm", "Proposing Firm", "Vendor" and "Bidder" shall have the same meaning as "Proposers". In any resultant Agreement, the Proposer as defined herein, shall mean the Tenant.

Bonds: Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

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 Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, REQUEST FOR PROPOSALS, 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 initial term and renewal terms, if any, of the resultant Contract.

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

Contractor: The person, firm or corporation with whom the City has executed this Agreement. As used herein, "Tenant" or "Operator" shall have the same meaning as "Contractor".

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Field Order: A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

Modification: Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A

modification may only be issued after execution of the Agreement.

Notice of Award: The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

Samples: Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

Statement of Services: The form furnished by the City which is to be used by the Contractor in requesting progress payments.

Supplier: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Lease assigned to or undertaken by Tenant under the Contract Documents, including all Tenant Improvements, build-out obligations, labor, materials, equipment and other incidentals, and the furnishing thereof. Tenant Improvements means all improvements to the Premises of a fixed and permanent nature, which the Tenant shall construct or caused to be constructed at its own expense, including but not limited to all furnishing, fixtures, and equipment for the operation of the restaurant (the "Tenant Improvements").

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

1.31 PROPOSAL AWARD:

The City reserves the right to reject any and all proposals at its sole discretion. Proposals shall be awarded by the City after the

City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The RFP shall be awarded to the highest ranked responsive and responsible 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).

1.32 EXECUTION OF AGREEMENT:

At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

1.33 LAWS AND REGULATIONS:

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

1.34 TAXES:

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or

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

1.36 DECISIONS ON DISAGREEMENTS:

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

1.37 CITY MAY TERMINATE:

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

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

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (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.

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.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

- 1.38.1** Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.
- 1.38.2** The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.
- 1.38.3** The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.
- 1.38.4** Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

1.39 WAIVER OF JURY TRIAL:

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

1.40 GOVERNING LAW:

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

1.41 VENUE:

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

1.42 ARBITRATION:

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

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 287.135, and subject to limited exceptions contained therein, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. 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 company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Florida Statute Section 215.473, or is 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.

1.47 Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

1.48 Compliance with Anti-Human Trafficking Laws

Contractor must submit the Affidavit that is attached to this agreement. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. (Source: § 787.06 (13), Florida Statutes – Human Trafficking). Submitting a false certification shall be deemed a material breach of contract.

End of Section

Section 2 Special Terms and Conditions

2.0 BACKGROUND OF THE CITY:

The City of Sunny Isles Beach, Florida (the “City”) occupies 1.78 square miles in the northeastern corner of Miami-Dade County, the most populated county in the State of Florida. With an estimated population of 23,253, Sunny Isles Beach ranks 15 in population amongst the 34 municipalities in the County. The City is located on a barrier island bounded by the Atlantic Ocean on the east and the Atlantic Intracoastal Waterway on the west and has been developed primarily for residential purposes. Sunny Isles Beach is known as a coastal oasis with pristine beaches and eleven family-friendly parks. With a strong focus on safety, community engagement and forward-thinking, the City of Sunny Isles Beach is a prosperous and collaborative municipality offering an assortment of programs and services primarily for its residents. The City is committed to bridge building with the multicultural community members who call the City of Sunny Isles Beach their home.

2.1 SCOPE OF WORK:

The City is seeking proposals from qualified firms (the “Proposer”, the “Firm”, the “Contractor”) with demonstrated success in design, development, construction, management and operation to deliver a turn-key high quality, outdoor **Winter Village** experience featuring a faux ice-skating area (“Seasonal Event” or “Experiential Activation” or “Winter Village”). This seasonal event will take place at Gateway Park, our premier public space located at 151 Sunny Isles Boulevard, which offers the following amenities:

- Covered parking garage with 400 parking spaces (including 8 ADA spaces)
- Approximately 7,500 square feet of open plaza (pavers), with seating areas, and landscape
- Approximately 50,000 square feet of fenced-in park, including playground, walkways, seating, open lawn, and performance stage
 - Open lawn (with St. Augustine grass) is approximately 27,000 square feet

This Winter Village experiential is anticipated to serve as a South Florida regional attraction for the holiday season. The commercial event is anticipated to run for a maximum of six weeks, spanning from **mid-to-late November 2025 through early January 2026**. The city intends for the Firm to host a “Lighting Ceremony Launch Party” exclusively for City Residents on **Saturday, November 22, 2025**. Installations should be thoughtfully designed to accommodate both daytime and nighttime experiences.

2.2 NON-MANDATORY PRE-PROPOSAL CONFERENCE

A non-mandatory pre-proposal conference will be held on **FRIDAY, AUGUST 22, 2025 AT 11:00 AM** to discuss the special conditions and specifications included within this solicitation. It is strongly encouraged that Firms interested in proposing to this RFP attend the meeting as a tool to be successful in responding to the City’s solicitation.

Location: Gateway Park 151 Sunny Isles Blvd., Sunny Isles Beach, FL 33160

2.3 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

1. Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.
2. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.
3. Firms that do not comply with MQRs may be determined non-responsive and disqualified.
 - a. The **Prime Proposer and/or Sub-contractor** shall hold the proper license in the State of Florida to perform the Scope of Work set forth within this solicitation to include being registered as a **Certified Electrical Contractor** with the State of Florida along with registration to conduct business in the State of Florida in all required disciplines. Proposing firm must provide a copy of the applicable license(s) with proposal response.
 - The **Prime Firm and/or Sub-contractor** may hold a **Certified Mechanical Contractor and/or Certified Air Conditioning Contractor**.
 - b. The **Prime Proposer** must demonstrate a strong documented track record of providing at **least three (3) commercial Large-Scale Holiday Events**, within the last **five (5) years, 2020-2025**.
 - **One of the three (3) events** must have included a Faux ice-skating rink.
 - c. The **Prime Proposer** shall provide **reference letters** for **no less than three (3) clients** in which the Proposer served as **Prime Firm** for projects similar in size and scope within the last **five (5) years, 2020 - 2025**. **Please note that the references must be for the same projects in response to MQR "b" above.**
 - d. The **Prime Proposer** must submit most recent **audited financial statements** to substantiate the financial stability of the Proposer. Please note, financial statements are exempt from public records request. Two years of its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. **Review will be made on a Pass or Fail Basis by the city's CPA.**

2.4 TERM OF CONTRACT

This contract will commence upon execution by both parties which shall be effective for **one (1) year**, succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the Notice to Proceed order. The contract shall be contingent upon the completion and submittal of all required documents. 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.

2.4.1 OPTIONS TO RENEW – SUBJECT TO NEGOTIATIONS

Prior to, or upon completion, of the first initial one (1) year term, the City shall have the option at its sole discretion to renew the contract for **four (4) additional one-year renewals**. The contractor agrees not to assign or transfer the contract, or any portion thereof, without written approval of the City of Sunny Isles Beach.

Prior to completion of each exercised contract term, the City may consider an adjustment to price based on changes in the following pricing index: Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Miami-Fort Lauderdale, FL.

The City reserves the right to request any pricing adjustment under this provision, which shall **include a minimum of 5% revenue increase to the City**. For any adjustment to commence on the first day of any exercised option period, the Firm'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. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate cost sharing compensation methods 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 or increase in pricing/revenue for the additional term(s) based on the downward movement of the applicable index.

2.5 METHOD OF AWARD

After evaluation, the award recommendation must be presented to City Commission Members for final approval. Award will be made to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration total cost/revenue and all other evaluation factors set forth in the Request for Proposals.

See section 4 of this solicitation.

2.6 COMPENSATION

The City intends for interested proposers to fully fund this activation, with the possibility of a revenue-sharing arrangement. The proposer's budget for this activation must comprehensively cover all aspects of the project, including concept development, design planning, materials, installation, staffing, technology operations, ongoing maintenance, and final disassembly.

The prices/revenue proposed by the selected firm shall remain fixed and firm during the term of contract, in addition to the prices quoted for the optional renewal periods. The firm's quoted price must include all labor cost and total cost of providing services including, but not limited to, the following: overhead, profit, travel time, service charges, repair equipment. The awarded proposer agrees to keep this offer open for acceptance for One Hundred Twenty Days (120) after date of opening the proposals.

In the event the awarded firm fails to supply the contract requirements, the city also reserves the right to secure services from another similar firm and bill the at-fault awarded contractor for all cost. The Contractor shall bear all costs of correcting such Performance deficiency.

2.7 DELIVERY

F.O.B. Destination.

2.8 BACKGROUND CHECKS – LEVEL 2

The successful bidder 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. Contractor expressly understands and agrees that a duty is hereby created under the Contract that requires Contractor to provide ongoing disclosure throughout the term of the Contract as provided for herein relative to the criminal background screening required by this Section. 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. The cost of the fingerprints is \$67.75 per person.

2.9 INSURANCE

Upon City's notification, the Firm shall furnish to the City Manager or his designee, Certificates of Insurance that indicate that insurance coverage has been obtained, which meet the requirements as outlined below:

2.9.1 Comprehensive General Liability Insurance

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. 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 Ongoing Completed Operations – on a primary and non-contributory basis including waiver of subrogation on behalf of the City of Sunny Isles Beach.
- 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.

2.9.2 Umbrella Insurance

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Umbrella Liability Insurance above the primary commercial general liability, automobile liability, and employers' liability policies required herein. The limit shall not be less than One Million Dollars (\$1,000,000.00) each occurrence and annual aggregate per occurrence during the initial and any renewal term of this Agreement.

2.9.3 Worker's Compensation Insurance

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

2.9.4 Business Automobile Liability

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

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

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

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

2.9.5 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall notify the City of Sunny Isles Beach immediately and the Firm shall be responsible for securing other

acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Firm and must be approved by the City. At the option of the City, either the Firm shall eliminate or reduce such deductible or the Firm shall procure a Bond, in a form satisfactory to the City, covering the same.

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

2.10 MONTHLY / QUARTERLY INVOICES PAYMENTS

If applicable, the Awarded contractor shall submit invoice for review and processing to Accountspayable@sibfl.net.

2.11 MULTIPLE AWARD

Although the intent is to only award to one firm, the City reserves the right to award multiple firms (primary and secondary) as available, by line item, by group, or in its entirety, as deemed the best interest of the City. The City will endeavor to utilize consultant(s) in order of award. It is the intent of the City to award a Primary and a Secondary Consultant for services to be provided to the City under this proposal. The Primary Consultant shall be the initial firm mobilized by the City. The Secondary Consultant will be utilized in instances where the scope of the event merits additional resources to assist the Primary Consultant, or if the Primary Consultant has defaulted its contract. However, the City may utilize other proposals in the event that: 1) the consultant is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

2.12 CLEAN-UP

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or the Work. Upon final completion of the Work and before acceptance and final payment shall be made, the Contractor shall clean and remove from the site and adjacent property, all surplus and discarded materials, rubbish, and temporary structures.

The Contractor shall restore in an acceptable manner all property which, has been damaged/altered during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area.

2.13 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased 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).

2.14 SUBCONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

2.15 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.

2.16 PUBLIC RECORDS LAW

IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY



CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | sibfl.net | Purchasing@sibfl.net

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 WORK

The proposer is to provide for the turnkey execution and operation of a Temporary Winter Village experience at Gateway Park (the “Event Site”); to be open to the general public for a fee. The proposer shall provide, install, insure, operate, maintain, disassemble, and remove all components for the entire period herein, subject to negotiations.

The proposer shall submit complete shop drawings for all equipment and materials to the City prior to fabrication and installation. The Contractor will provide all necessary labor, materials, delivery, and storage as needed for the construction and installation of the Activation. The proposer shall submit plans for the design and build of the Activation, which will be subject to the approval and permitting of the Sunny Isles Beach Building Department. The Contractor shall establish event admissions fee with the possibility of revenue sharing with the City. The Winter Village is to be operated from approximately **Mid-to Late November 2025 through Early January 2026**.

Operating hours to end at 9:00 PM on weekdays / 10:00 PM on weekends.

3.2 STAFF AND EQUIPMENT REQUIREMENTS

It is the responsibility of the interested Firm to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement for capacity. The successful Firm shall provide new or a City-approved equal equipment. Contractor should include, as part of their proposal, pictures of machines, graphics and designs. The omission of any essential details from these Specifications does not relieve the Contractor from furnishing up to date equipment. The equipment shall conform to all applicable OSHA, State of Florida and Federal safety requirements. All components are to be in accordance with current standards and recommended practices. The engineering, materials and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

Contractor shall supply, the following, including but not limited to:

- ADA Accommodations
- Faux ice skating
- Rental skates
- Changing area
- Skate sharpener
- Staff
- Lessons
- Holiday themed Décor, per Exhibit “C”
- Handle Bar Assist
- Continuous Skate Rink Maintenance

3.3 DELIVERY AND INSTALLATION

Initially, equipment shall be delivered, installed and operational at awarded location within the period noted on the notice to proceed. All delivery and installation costs shall be the responsibility of the Contractor. The contractor is responsible for any damage to the park incurred during the contractor's installation or operational activities. This includes but is not limited to plant damage, damage to the irrigation system, damage to flatwork, buildings, public art, electrical systems, sound systems, lighting systems, or park amenities such as trashcans or benches. At the direction of the City, the contractor will repair or reimburse the City to repair any damage.

3.4 MAINTENANCE

The Contractor must operate and maintain the premises in good and safe conditions and in accordance with industry standards. This maintenance includes, but is not limited to, the maintenance and repair of all components of the Activation. Other safety or maintenance concerns, including all interior and exterior structures, building systems, utility systems and connections, sewer systems and connections, equipment, lighting, sidewalks, paved areas, temporary structures, gutters, curbs, and fixtures, should be immediately communicated to the City's representative. The property will be kept free of litter at all times and trash cans will be emptied as frequently as necessary to prevent any overflowing debris. Proposer shall submit a maintenance plan with their proposal.

3.5 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Proposer agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

1. Occupational Safety and Health Act (OSHA)
2. 7th Edition (2020) of the Florida Building Code (and all referenced standards contained within)
3. National Electric Code
4. UL Listed
5. Equal Employment Opportunity (EEO)
6. Americans with Disabilities Act (ADA)
7. "Conflicts of Interest" Section 2-11 of the County Code.
8. Food and Drug Act (if applicable)
9. The Federal Department of Agriculture-Products Regulations (if applicable)

The city reserves the right to inspect with or without notice.

3.6 THE CITY'S ROLE AND RESPONSIBILITY

The City assures the adequacy of utilities currently in place at the premises. The City shall pay for all electricity and water connected with the operation of this during the term.

1. 3-phase, 480-volt, 600-amp continuous power supply available. City's electrician to connect

City's side of service, on a timely basis as per an established timeline to be issued prior to the installation phase.

2. Continuous water supply available; hoses as necessary.
3. General grounds keeping of the Project Site.
4. Reserved curbside parking in close proximity to the site for Contractor's installation and removal phase.

3.7 RELEASE OF LIABILITY

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

3.8 24-HOUR EMERGENCY SERVICE STAND-BY

Professional technicians available 24-hours per day, 7 days a week on a 2-hour response basis, for all attraction components.

3.9 STAFFING

Contractor will be solely and wholly responsible for all staffing required to operate and maintain the Activation.

3.10 CLEAN UP AFTER PROJECT IS COMPLETED

All unusable materials and debris shall be removed from the City premises. The successful Contractor shall thoroughly clean up all areas at all times and after the season ends as mutually agreed with the City's project manager.

The Contractor shall restore in an acceptable manner to the City all property which, has been damaged/altered during the execution of the work. The Contractor shall leave the site and vicinity unobstructed in a neat and presentable condition throughout the entire area.

3.11 SPECIAL EVENTS

Subject to prior written approval from the City, the Contractor may conduct special events or programs at the premises. The Contractor shall submit to the City for approval all plans for any events or programs at the premises, and in no event shall the premises be closed to conduct private activities during public hours of use except when such activities are specifically approved or sponsored by the City and such a closure has been announced to the public at least two weeks in advance of such activities or events.

All revenue generated through such special events must be reported to the City as Gross Receipts. Approved special events may be subject to a Special Event Permit and other permitting and licensing as may be required by the City, County, or State.

3.12 FEE STRUCTURE FOR PUBLIC

Proposers should submit a detailed list of all proposed fees and prices, including but not limited to, prices for general admission and participation in any activities available in Activation. All fees and prices require the prior written approval of the City. The Contractor should establish a fee structure where residents (with valid SIB Resident ID Card) receive a discounted price for admission. The contractor may be allowed to offer reduced rates for senior citizens, military pursuant to Sec. 166.0447, Fla.Stat., youths, and students. In addition, the vendor shall also include a cost breakdown of the estimated profit returned to the City and a revenue payment schedule.

3.13 REPORTINGS

Each vendor must submit with proposal a sample report of commission remittance of current customers. Throughout the contract term, the contractor will be required to maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner acceptable to the City. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a point-of-sales system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. The contractor must also establish a unique general ledger account for all deposits related to this contractor's revenue. All accounting and internal control related records shall be maintained for a minimum of ten (10) years from the date of creation of the record. The contractor shall keep adequate records of accounts and permit the City to inspect such records at any reasonable time during normal business hours; records shall include a daily cash report at the end of each day's business, listing the categories of sales that correspond to separate keys on the cash register. The contractor shall provide monthly statements showing the daily gross receipts from all sales, which statement shall be submitted to the City not later than the 15th of the month following the month for which the statement is made. The contractor shall maintain a daily on-site presence, and shall meet regularly, if not weekly, with the City's representative.

END OF SECTION

Section 4 Evaluation Process

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation: that includes all documentation, submitted in the format outlined in this solicitation, of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 QUALIFICATIONS CRITERIA

The recommendation(s) for award shall be made to the City Commission, by the City Manager, to the responsible responsive Proposer(s) whose proposal is highest rated by the Evaluation Committee.

ITEM #	<u>EVALUATION CRITERIA</u>	MAXIMUM POTENTIAL POINTS
1.	<p>MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified.</p> <p>FIRM QUALIFICATIONS:</p> <ul style="list-style-type: none"> • Experience with temporary skating rinks and holiday attractions, specifically in Miami-Dade County, is preferred but not required. • 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. • Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member. • Service personnel shall be trained and certified in accordance with all applicable codes/regulations, as well as supervision, scheduling, equipment and materials necessary to satisfactorily provide maintenance services for all equipment. 	30
2.	<p>BUSINESS APPROACH:</p> <ul style="list-style-type: none"> • Proposers approach methodology to providing the services requested in this solicitation. • Admissions Cost. • Proposers approach methodology, including marketing and promotional plan, and fee structure for guests of activation. • Provide list and inventory approach of any tools, materials, supplies and equipment required to perform services. • Explain compliance with safety standards. • Describe plan for ongoing maintenance and repairs/replacement of 	30



	<p>equipment, displays, fixtures, etc.</p> <ul style="list-style-type: none"> • Overall organization to completing the project. • Creativity of proposal and design elements, providing a unique and high quality experience for residents and visitors of Sunny Isles Beach. 	
3.	<p>REFERENCES:</p> <ul style="list-style-type: none"> • Three References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform. • Past performance with the City of Sunny Isles Beach. 	20
4.	<p>PROPOSAL FEES – SUBJECT TO NEGOTIATIONS (TO BE COMPLETED IN EXHIBIT A):</p> <ul style="list-style-type: none"> • Financial Projections expenses and revenue share to the City. 	20
	TOTAL POINTS	100

4.3 PRESENTATIONS:

The Evaluation Committee may select proposers to conduct oral presentations. Oral presentations may be scheduled with the Firm(s) as requested by the Evaluation Committee. The oral presentations are exempt from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

4.4 Negotiations

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

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

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

- a) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

END OF SECTION

Section 5 Proposal Format

5.0 ELECTRONIC PROPOSAL FORMAT

Be sure that the individual signing the Proposal is authorized to commit the Proposer's organization to the Proposal as submitted. Each page of the Proposal should state the name of the Proposer, the RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

Ensure you address Minimum Qualification Requirements, as per Section 2.3.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. **Company Information**

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

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations. The company must be authorized by Florida to do business in Florida
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC), W9 Form
- Date Founded
- Home office address and telephone number, and local address and phone number
- List of any current litigation that would threaten the viability of the firm or the performance of this contract
- Identify all complaints filed with the State Department of Consumer Affairs, Better Business Bureau, any other agency maintained for consumer protection, or in any Florida court, state or federal, against your company within the last five (5) years that concerned in any manner your delivery of the kinds of services requested in the RFP. Provide disposition of each.
- Proof of insurance

2. **Qualifications**

Proposer's relevant experience, qualifications and past performance. Any certificates shall be included with the solicitation submission and any amendments or renewals.

- An explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.
- Availability.
- Department of Business and Professional Regulation (DBPR) License, if applicable

3. **Staffing**

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Sunny Isles Beach. Uniforms should be clean, neat and appropriate. 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. Provide sufficient staff for event, including a designated event representative assigned to manage the event. The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.

The composition of the staff team should include;

- The names of the full-time 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.

4. **Approach / Methodology**

Proposers approach methodology to providing the services.

- Proposers approach methodology to providing the services requested in this solicitation.
- Submit any additional information that would assist the City in the evaluation on your proposal.
- Overall organization to completing the project.
- The Contractor shall submit to the City for approval all plans for any events or programs at the premises.

5. **Cost of Services**

Each firm shall submit in their price proposal and any pricing conditions or contingencies must be clearly stated. (**See attached Bid Form – Price Proposal**)

6. **References**

Each Proposer must submit a list of three (3) references of Current and Past Customers in the last three (3) years of which they have provided services similar in scope and size of those described herein.

- Each Reference questionnaire (found below) must be signed with contact person and phone number.

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

7. **Contract Forms**

All completed contract forms

8 **Exceptions**

List any exceptions taken to the city's terms.

END OF SECTION



DELIVER TO:
DemandStar.com

**REQUEST FOR PROPOSALS
SECTION 6
BID SUBMITTAL FORMS**

**OPENING: 11:00 AM
09/12/2025**

PLEASE QUOTE PRICES F.O.B. DESTINATION, CITY IS TAXED EXEMPT, DELIVERED 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.

Issued by: Procurement Department Date Issued:
8/15/2025

Sealed proposals are subject to the Terms and Conditions of this Request for Proposals 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, on DemandStar until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

RFP 25-08-01

Temporary Holiday Themed Experience

A Bid Deposit in the amount of **0%** of the total amount of the bid shall accompany all proposals

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 bidder and City of Sunny Isles Beach

Purchasing:
Genesis Cuevas

Firm Name:

Commodity Code(s):

SUBMIT ONE ELECTRONIC SUBMITTAL ACCORDING TO PROPOSAL FORMAT ABOVE AND AFFIDAVITS

FAILURE TO SIGN PAGE 30 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE



REFERENCE QUESTIONNAIRE

It is the responsibility of the consultant/vendor to provide a minimum of three (3) different references other than City of Sunny Isles Beach using this form and providing this information with your submission. Failure to do so may result in the rejection of your submission.

Giving reference for: (Firm) _____

Firm giving Reference: _____

Phone: _____

Email: _____

1. **Q:** Do they perform on a timely basis as required by the agreement?

A:

2. **Q:** Was the project manager easy to get in contact with?

A:

3. **Q:** Would you use them again?

A:

4. **Q:** Overall, what would you rate their performance?

A:

5. **Q:** Is there anything else we should know, that we have not asked?

A:

The undersigned does hereby certify that the foregoing and subsequent statements are true and correct and are made independently, free from vendor interference/collusion.

Name: _____ Title _____

Sign Name: _____ Date: _____



**SECTION 6
BID SUBMITTAL FOR:**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Bid Title: Temporary Holiday Themed Experience

The undersigned Proposers 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 Proposer 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 submit 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 studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- 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 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. _____



CITY OF SUNNY ISLES BEACH

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | sibfl.net | Purchasing@sibfl.net

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

*** *"By signing this document the Firm agrees to all Terms***

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.

EXHIBIT A - COMPENSATION

- I. Firm must use this Price Sheet to submit firm’s price for this Project.
- II. Firm shall hold the unit Bid Prices firm throughout the Contract period. Firm 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.
- V. An authorized officer per the Firm’s Sunbiz must completed the attached table.

Proposer may provide additional supporting documents as needed but include the total all-inclusive cost must be reflected in the tables below.

TABLE 1

Compensation Schedule:	Description	A. Not to Exceed Total (Cost for Services):	B. Revenue Share to City (Percentage % of all sales):
Contractor Pays for Services	<i>Contractor proposes to pay for scope of work, as specified herein; with proposed revenue share to City.</i>	\$	%

TABLE 2

ALTERNATE COMPENSATION METHOD			
Compensation Schedule:	Description	A. Not to Exceed Total (Cost for Services):	B. Revenue Share to City (Percentage % of all sales):
City Pays Contractor for Services	City shall pay contractor, and contractor proposes revenue share amount to City.	\$	%

Proposer should provide a business plan in supporting documents (including market analysis, marketing and sales, and detailed financial projections, including expenses and revenues), but include an outline of revenue projections in Table 3 below.

Table 3 – Contractor’s Estimated Revenue Projections

Item Description	Estimated Amount Annually
Revenue from Admission Fees	\$
Revenue from Vendor Fees (if applicable)	\$
Revenue from Sponsorships (if applicable)	\$
Other: (please use lines below to list any additional revenue sources projected through your business plan, with description and estimate for year)	
Other:	\$



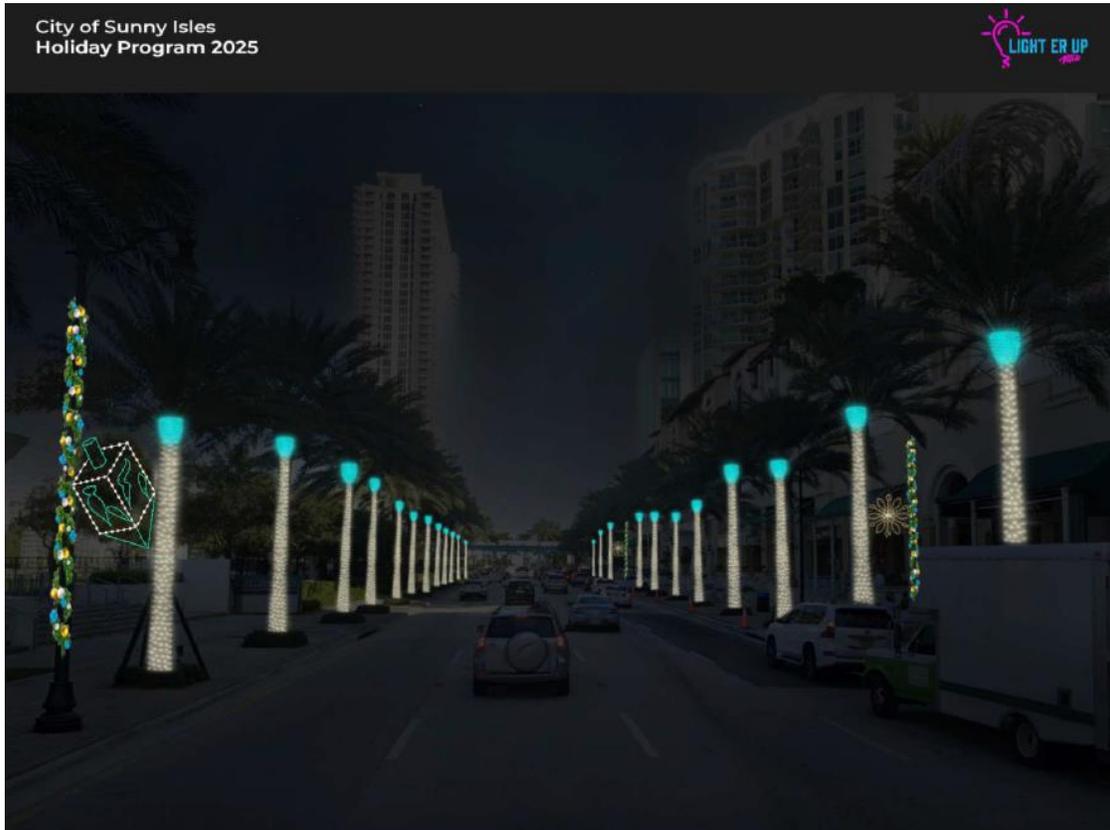
Table 4 - Admission Fee Per Person (PP) Faux ice skating

Regular Admission Fee PP:	\$
Discounted to City Residents Fee PP:	\$

EXHIBIT B – LOCATION



2025 HOLIDAY DECORATIONS



City of Sunny Isles
Holiday Program 2025



City of Sunny Isles
Holiday Program 2025



City of Sunny Isles
Holiday Program 2025



EXHIBIT C AESTHETICS FOR CITY'S WINTER VILLAGE THEME





EXHIBIT D

DEMANDSTAR ELECTRONIC SUBMITTAL INSTRUCTIONS



Responding to an Electronic Bid

5 Step Instructions

Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. Below these elements is a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has an 'Active' status button on the right. The first item details include: 'City of Fort Pierce - Purchasing Department, Fort Pierce, AZ', 'ID: BID-TSEBIDVINO24JAN01-0-2020/al', 'Broadcast: 1/24/2020', 'Due: 3/1/2020', 'Planholders: 3', and a 'Watch' button. The second item is 'AA-BB-CC-DD-EE' with details: 'agency2.0, Texas, FL', 'ID: EBID-001-946-00-0-2020/AD', 'Broadcast: 2/4/2020', 'Due: 2/29/2020', 'Planholders: 0', and a 'Watch' button. The third item is 'TESTBID' with details: 'agency2.0, Texas, FL'.

Bid Name	Status	Agency	ID	Broadcast	Due	Planholders	Watch
TSEBIDVINO24JAN01	Active	City of Fort Pierce - Purchasing Department, Fort Pierce, AZ	BID-TSEBIDVINO24JAN01-0-2020/al	1/24/2020	3/1/2020	3	Watch
AA-BB-CC-DD-EE	Active	agency2.0, Texas, FL	EBID-001-946-00-0-2020/AD	2/4/2020	2/29/2020	0	Watch
TESTBID	Active	agency2.0, Texas, FL					

Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

Bid Details

Agency Name	agency2.0
Bid Writer	agency2.0 d
Bid ID	EBID-123456-0-2020/AD
Bid Type	EBID - E-BID
Broadcast Date	02/06/2020 9:40 AM Eastern
Fiscal Year	2020
Due	02/29/2020 11:00 PM Eastern
Bid Status Text	BID STATUS

Scope of Work

Scope to Work

Documents

Filename	Type	Date Modified	Status
ferc	Attachment	02/06/2020	Complete

Distribution Info

Bid Bond	None
Plan (blueprint)	None
E-Bidding	Submit
Distributed By	DemandStar
Distribution Method	Download and Mail
Distribution Options	Bid has no blueprints associated with it
Project Estimated Budget	\$120,000.00
Distribution Notes	None

Publications

[View Legal Ad](#)

Pre-Bid Conference

No Pre-Bid Conference Date Found

Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

Bid Details

Agency Name agency2.0
Bid Number EBID-123456-0-2020/AD
Bid Due Date 02/29/2020 (PST)
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining
Bid Name TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

E-Bid Response

Contact Information

Company Name
Calgon Carbon Corporation

Address 1
P. O. Box 717

Address 2
Address 2 (optional)

City
Pittsburgh

Country
United States of Ame...
State/Province
Pennsylvania

County
Select...
Postal Code
15230-0717

Phone Number
4127876810
Extension
Extension (optional)

Bid Amount
127,000 Invalid
Alternate Bid Amount
Alternate Bid Amount (optional)

Notes
For the full 6 month contract (optional)

Next

Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot displays the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user 'Robyn Gallardi' is logged in. The breadcrumb trail shows 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020(AD); Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress indicator with three steps: 'Contact Information' (completed), 'Documents Upload' (current step), and 'Review Bid' (pending).
- Required Documents:** A section titled 'Agency Accepted File Formats' lists various file types such as Adobe Acrobat (*.PDF), AutoCAD Drawing (*.DWG), Microsoft Excel (*.XLS), etc. Below this is a table for document submission:

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	None	Choose a file

At the bottom, there is a 'Supplemental Documents' section with a text input field for 'Document Title' and an 'Add Document' button. Navigation buttons for 'Previous' and 'Next' are located at the bottom of the page.

Step 4 continued

TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

E-Bid Response

Bid Details

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

Required Documents

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

Agency Accepted File Formats

- Adobe Acrobat (*.PDF)
- AutoCAD Drawing (Web Format) (*.DWG)
- JPEG Image (*.JPG)
- Microsoft Excel (*.XLSX)
- Microsoft Word (*.DOC)
- Plain Text (*.TXT)
- Rich Text Format (*.RTF)
- WordPerfect (*.WPO)
- AutoCAD Drawing (*.DWG)
- GIF Image (*.GIF)
- Microsoft Excel (*.XLS)
- Microsoft PowerPoint (*.PPT)
- Microsoft Word (*.DOCX)
- Plot File (*.PLOT)
- TIFF Image (*.TIFF)
- ZIP Compressed Archive (*.ZIP)

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.TXT

Supplemental Documents

You can upload additional documents here.

Document Title: Add Document

Required Document	Submission Option	Uploaded Document
Service Doc agency2.0	Electronic/Online	Service Doc agency2.0.PDF
References	Electronic/Online	References.PDF
Plans	<input type="text" value="Online/Electronic"/>	<input type="button" value="Choose a file"/>

Previous Upload

Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user's name, 'Robyn Gallardi', is visible in the top right corner. The main content area is titled 'Review Your E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020AD; Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress bar with three steps: 'Contact Information' (completed), 'Documents Upload' (in progress), and 'Review Bid' (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: ; City: Pittsburgh; State: Pennsylvania; Country: United States of America; Postal Code: 15200-0717; Phone Number: 4127876810; Tax: ; Bid Amount: 3127,000.00; Alternate Bid Amount: ; Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency2.0(Electronic/Online) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there is a 'Previous' button and a 'Submit Response' button. A red arrow points to the 'Submit Response' button. Below the 'Submit Response' button, there is a text box containing the following information:

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0005.

AFFIDAVITS





PUBLIC ENTITY CRIMES

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

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

PUBLIC ENTITY CRIMES

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

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

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

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

(Signature)

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____, by

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

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

CONFLICT OF INTEREST STATEMENT

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

STATE OF FLORIDA
COUNTY OF _____

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

18.1. I am the _____ of _____ with a local office in _____ and principal office in _____.

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: 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 _____, 2025.

AFFIANT

Print or Type Name and Title

Sworn to and subscribed before me this _____ day of _____, 2025.

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 § 215.135]

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 _____, 2025.

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



AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
2. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138, Florida Statutes.
3. Entity is not organized under the laws of a foreign country of concern, as defined in Section 287.138, Florida Statutes.
4. Entity does not have a principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
5. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20__

Signed: _____

Entity: _____

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____

State of Florida at Large (Seal)

Print Name: _____

My commission expires: _____