



Request for Qualifications

Goods and Services



PRE-QUALIFICATION FOR STAGE PRODUCTION SERVICES ON AN AS-NEEDED BASIS

RFQ 19-02-02

Advertisement Date:	Wednesday, February 6, 2019
All Questions Due:	Friday, February 15, 2019 by 5:00 PM
Submission due date:	Monday, March, 4 2019 at 2:00 PM
Submit to:	Attn: City Clerk Sunny Isles Beach Government Center 18070 Collins Avenue 4 TH Floor Sunny Isles Beach, Florida 33160



TABLE OF CONTENTS

Table of Contents		Page 2
Legal Advertisement/Notice to Bidder		Page 3
Instructions to Bidder / General Terms	Section 1	Page 4
Special Terms & Conditions	Section 2	Page 10
Scope of Work / Technical Specifications	Section 3	Page 18
Evaluation Process	Section 4	Page 22
Proposal Format	Section 5	Page 24
Bid Submittal Forms	Section 6	Page 30
Exhibits		Page 34
A - Heritage Park		
B - Gateway Park		
C - Sample Rider		
Affidavits		
Non-Collusive Affidavit		Page 1 of 8
Public Entity Crimes		Page 2 of 8
Equal Opportunity / Affirmative Action Statement		Page 4 of 8
Conflict of Interest Statement		Page 5 of 8
Dispute Disclosure Form		Page 6 of 8
Anti-Kickback Affidavit		Page 7 of 8
Anti-Boycott Certification		Page 8 of 8



LEGAL ADVERTISEMENT

NOTICE TO PROPOSER

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

Pre-qualification for Stage Production Services on an As-Needed Basis Request for Qualifications No. 19-02-02

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

Sealed responses will be received by the City Clerk no later than **2:00 PM on Monday, March, 4 2019** at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 4th floor, Sunny Isles Beach, Florida, 33160. Proposals received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Proposals will be opened publicly and read aloud at this time.

The envelope containing the sealed proposal must be clearly marked:

“FORMAL PROPOSAL ENCLOSED”

Pre-qualification for Stage Production Services on an As-Needed Basis Request for Qualifications No. 19-02-02 OPENING DATE AND TIME: Monday, March, 4 2019 at 2:00 PM

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 proposals, 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.

All questions regarding Request for Qualifications No. 19-02-02 shall be directed in writing to Mauricio Betancur, CMC, City Clerk. Questions may be submitted via email to: MBetancur@sibfl.net or via facsimile (305) 792-1563 or via regular mail at: Mauricio Betancur, CMC, City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, FL 33160. *Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

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



SECTION 1

INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

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

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

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

1.2 PLAN HOLDER'S LIST:

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

1.3 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/RFQ/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/RFQ/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

1.5 PUBLIC ENTITY CRIMES STATEMENT:

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

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

1.6 BID DEADLINE:

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

1.7 SEALED BID:

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

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

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

1.9 WITHDRAWAL OF BIDS:

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

1.10 BID OPENING:

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

1.11 EVALUATION OF PROPOSALS:

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

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



- 1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.
- 1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.
- 1.12 **AGREEMENT:**
- After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.
- The Proposer who has the Contract awarded to it and who fails to execute the Agreement and furnish the Performance Bond and Insurance Certificates within the specified time shall forfeit the 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 Proposer 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 Proposer warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. 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:**

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

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

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

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

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



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

1.24 CERTIFICATE(S) OF INSURANCE:

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and satisfactorily comply with the city's insurance 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.

1.25 ASSIGNMENT:

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

1.26 HOLD HARMLESS/INDEMNIFICATION:

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

1.27 NON-CONFORMANCE TO CONTRACT:

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

1.28 DEFAULT PROVISION:

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

1.29 SECONDARY/OTHER VENDORS:

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

1.30 DEFINITIONS:

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

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

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

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

Approved: Means approved by the City.

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

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

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 Proposal, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.



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

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

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

Contractor: The person, firm or corporation with whom the City has executed this Agreement.

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

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

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

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

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

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

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

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

Work: Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements.

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

1.31 BID AWARD:

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The Bid shall be awarded to the most qualified firms who best serves the interests of and represents the best value to the City in conformity with the criteria set forth in Section 62-8 of the City Code. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFQ, 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 and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

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

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

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

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

1.39 WAIVER OF JURY TRIAL:

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

1.40 GOVERNING LAW:

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

1.41 VENUE:

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

1.42 ARBITRATION:

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



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

1.43 **PROJECT RECORDS:**

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

1.44 **SEVERABILITY:**

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

1.45 **INDEPENDENT CONTRACTOR:**

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

1.46 **NON-DISCRIMINATION**

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

1.47 **DEBARMENT AND SUSPENSION**

By submitting a response, the firm or individual certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this project by any federal or state department or agency.

End of Section



Section 2 Special Terms and Conditions

2.1 **PURPOSE OF REQUEST FOR QUALIFICATIONS:**

The City of Sunny Isles Beach, Florida ("City"), is requesting Statements of Qualifications with the intention to pre-qualify multiple respondents ("Respondent or Vendor") with the certifications, skills and expertise to provide small to large scale production services throughout various locations at the City. This RFQ will be procured as follows: the first selection method (Part A) of this solicitation is to pre-qualify vendors by group for future spot market quotes to provide stage production services for various events throughout the year. Events may be large, medium, or small in scope. Needs will vary based by event and/or artists requests. The second selection (Part B) is to obtain spot market quotes from the vendors that were selected to be prequalified for the established pool. The City will establish a primary, secondary, and tertiary pool member for each awarded group, per quotes received to be used based on the availability of each vendor and their respective ability to satisfy the City's requirements at the time the need arises. Only the respondents deemed qualified in Part A will be allowed to participate in the spot market quotes for Groups 1 and 2 in Part B.

The City reserves the right to verify or reconfirm vendor's pre-qualification information submitted at any time during the term of the contract. Additionally, it is the vendor's responsibility to inform the City in writing, of any changes within their organization that differs from that submitted to the City for vendor registration or that information which is submitted to the City under this solicitation.

PART A: ESTABLISHING A POOL OF PRE-QUALIFIED VENDORS

The first step of this solicitation, will establish two defined groups of pre-qualified stage production vendors based on the qualification and experience submitted, to be used on an as-needed basis, to meet ongoing City requirements. During the term of the RFQ, the City reserves the right to add and/or delete pre-qualified vendors. Vendors that meet or exceed the qualification requirements outlined in the solicitation may be pre-qualified under the following groups:

Group 1: Large scale stage production services (defined by the need for audio, projection services **and/or** lighting, with related rigging and trussing).

Group 2: Medium and small scale stage production services (defined by the need for audio and free standing lighting, **not requiring** rigging and trussing).

Please note, vendors who are pre-qualified under the above listed groups, will also be placed on a "Preferred List" for individuals/organizations wishing to rent City facilities for Special Events and requiring audio, video, or lighting needs for those events. The individual/organization will contract directly with the vendor they choose to utilize. The City will only be providing the list of preferred vendors who are already pre-qualified, and pre-approved to work on City property.



PART B: REQUEST FOR QUOTATION PROCEDURES

User departments will conduct a request for quotes among the pre-qualified vendors in the award group specific to the spot market requirements. Selection shall be based on the firm offering the lowest cost, conforming to the scope requirements. Each set of request for quotes documents issued by City user departments will specify all relevant facts related to the specific spot market requirement. The City reserves the right to determine the lowest responsible bidder and award on the basis of an individual item, groups of items, or in any way determined to be in the best interests of the City. The City, in its discretion, may require the execution of a formal written contract. **It will be the responsibility of the vendor to make the necessary site visits to determine available space for installation, available utility connections and proposed arrangement and capacity when submitting a quote.**

2.2 PRE-PROPOSAL CONFERENCE

Intentionally omitted.

2.3 TERM

This contract will commence upon execution by both parties which shall be the effective date succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the Notice of Award letter. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of the contract term, provided that the services rendered by Firm during the contract period are satisfactory and that City funding is available as appropriated on an annual basis.

2.4 INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL

The initial contract shall be for a period of two (2) years from execution of the agreement. In addition, the City reserves the right to renew the contract for three (3) additional one (1) year periods, providing that both parties agree that all terms, conditions and specifications remain the same, contingent upon approval by the City Manager and the City Commission of the City of Sunny Isles Beach.

2.5 PERFORMANCE BOND AND PAYMENT BOND

Intentionally Omitted

2.6 BID BOND

Intentionally Omitted

2.7 DELIVERY

Definite Delivery



2.8 **INSURANCE**

Contractor shall provide the City with Certificates of Insurance on all the policies of insurance and renewals thereof in form acceptable to the City. The Liability policy shall provide that the City shall be an additional insured named on the Certificates of Insurance. All policies shall provide that the City shall be notified in writing of any cancellation of said policy at least thirty days prior to the effective date of said cancellation.

2.8.1 **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

2.8.2 **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.

2.8.3 **Worker's Compensation Insurance**

Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employers' Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Million and 00/100 dollars (\$1,000,000.00) per accident. 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.

2.8.4 Professional Liability Insurance

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

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

2.9 EVENT OF DEFAULT

An event of default shall mean a breach of the Agreement by the vendor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an event of default, shall include but not limited to the following:

1. The Respondent has repeatedly not delivered service on a timely basis;
2. The Respondent has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Respondent has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Respondent has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Respondent has failed to obtain the approval of the City where required by the Agreement;
6. The Respondent has failed in the representation of any warranties stated herein.



2.10 BACKGROUND CHECKS

The successful Respondent will be responsible for hiring the necessary personnel to conduct the specified services and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), unemployment compensation, and workers' compensation. **The contractor shall be responsible** at their sole cost and expense, for ensuring that all staff assigned to this contract shall be required, to pass a criminal background check prior to award of the contract. The criminal background check shall consist of a Florida Department of Law Enforcement ("FDLE") Florida Crime Information Center/National Crime Information Center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work at any City facility.

2.11 SUB-CONTRACTORS

If the Respondent proposes to use sub-contractors in the course of providing these services to the City, this information **shall** be a part of the RFQ response, questionnaire form. 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.

Respondent 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 shall be 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.

A copy of the proposers' and Subcontractors' Licenses shall be enclosed with each proposal.

2.12 METHOD OF AWARD – SPOT MARKET QUOTES

Respondents who meet the pre-qualification requirements as listed in Section 3, Group Pre-qualification Criteria, and based on the evaluation of information provided under Section 4, "Bid Submittal Form", will be deemed pre-qualified to participate in future spot market quotation submittals. For quoting purposes, the City intends to provide the vendors the specifications of the staging requirements at a minimum of 21 days prior to the event. In some instances, the specifications may not be available until less than 21 days to the event, however the Request for Quotes will be issued to the vendors as soon as it's available. Once quotes have been submitted the City will not only select for award the lowest quote, but will also take into consideration past performance, reputability with the City, the quality assessment of the equipment proposed, and other similar factors that the City deems to be in its best interest. The vendor's quote shall include all labor including set-up and tear down, equipment, materials, transportation, accommodations



and insurance. Vendors must give both unit price and extended total. In the case of a discrepancy in computing the amount of the amount, the unit price quoted will govern.

For identified events, the Scope of Work (SOW) may require a mandatory site visit before submitting a detailed price proposal. The purpose of such required visit will be to become familiar with conditions in work area which may in any manner affect the work to be performed or affect the cost of the project. Pre-qualified vendors that are notified of this requirement will be expected to carefully examine any/all drawings and specifications and to become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowances will be made because of lack of knowledge of these conditions.

2.13 DEPOSITS/PAYMENT METHOD

Upon the vendor's request and subject to City approval, the City may pay up to a 50% deposit upon Purchase Order award. Completion of work shall be clearly defined by the City user department on each spot market request. Awarded vendor(s) shall submit a proposal that reflects the total value of the specific project. The City reserves that right to request and receive documentation of payments to all suppliers and subcontractors used in a project awarded under this contract. It will be the awarded vendor responsibility to resolve payment and performance issues with subcontractor(s). The awarded vendor must certify that the invoices submitted for payment are only for actual costs directly attributable to the services authorized by the City. Prices quoted shall be firm-fixed, not-to-exceed pricing. Price proposal shall be inclusive of all such expenses needed for the stage production operation of the event.

Final payment will only be made after the completion of the event to the satisfaction of the City. The City may withhold a reasonable amount from the final invoice for failure to meet the specified delivery requirements of the event.

2.14 SHIPPING TERMS

If applicable, all vendors shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized vendor representative. On the basis of these shipping terms, the vendor awarded shall be considered responsible for filing, processing, and collecting all damage claims against the shipper or their authorized agent. The City reserves the right to substitute the delivery location at any time.

2.15 CERTIFICATIONS, LICENSES, PERMITS AND FEES

The vendor shall furnish all required certifications and applicable licenses to demonstrate the capacity to provide the required services to be furnished to the City, such as Entertainment Technician Certification Program in: Rigger-Theatre, Entertainment Electrician and/or Portable Distribution Technician. Such copies must be provided with proposal and updated annually. The vendor shall also obtain and pay for all licenses, permits and inspection fees required



for projects issued; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and or fines imposed on the City or the vendor for failure to obtain required licenses, permits or fines shall be borne by the vendor. City of Sunny Isles Beach representatives reserve the right to demand safe working loads, deny installation, demand removal of questionable equipment and/or require appropriately qualified personnel to install or remove such equipment.

2.16 DEFICIENT WORK BY VENDOR

The Vendor selected shall promptly correct any apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the City's documents regardless of project completion status. All corrections shall be addressed immediately and mitigated after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the awarded vendor by the City's project administrator, who may confirm all such verbal reports in writing. The awarded vendor shall bear all costs of correcting such rejected work. If the awarded vendor fails to correct the work within the period specified in the notice, the City shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the City may terminate the vendor from the contract for default.

2.17 TERMINATION FOR CONVENIENCE

This agreement may be terminated immediately by the City without cause upon written notice to the Contractor. In the event of such, a termination without cause, the Contractor shall be compensated for all services performed to the City's satisfaction and prior to termination.

2.18 PROTECTION OF PROPERTY

The vendor shall take extra precaution to protect all property while conducting services. Any damage done by the vendor to City property shall be corrected to its original or better state, and shall be corrected to the satisfaction of the Contract Manager or designee.

2.19 RELEASE OF LIABILITY

The Respondent 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 respondent or his agents if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism, or any other cause(s).

2.20 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be



terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2019. Any contract entered into or renewed after July 1, 2019 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

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

2.21 PUBLIC RECORDS

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

2.22 EXCEPTIONS TO RFO

The vendor must clearly indicate any exceptions they wish to take to any of the terms in this RFO, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives.

END OF SECTION



Section 3

Scope of Services / Technical Specifications

3.1 **SCOPE OF SERVICES**

The City of Sunny Isles Beach, Florida ("City"), is requesting Statements of Qualifications with the intention to select multiple qualified respondents ("Respondent or Vendor") interested in performing the professional services described in this RFQ. The successful vendor(s) must be available to deliver all required equipment and perform all required duties for multiple events either for one day or multiple events in consecutive days outside of normal business hours, including evenings and weekends. It is required that the awarded vendors will be able to provide at a minimum, all the primary services listed below. Vendors may also provide information on other services offered. Services will include professional concert production services, including but not limited to stage, audio/visual, lights and artist-specific backline. Services also include professional sound and lighting operators and sound engineers as well as production supervisors. The vendor agrees to contract with the City to provide all necessary labor, supervision, machinery, tools, equipment, transportation, apparatus, supplies and other means to do all the work and furnish all the materials specified in the request for quotes. The City reserves the right to schedule and require pre-qualified vendors to visit City facilities as a basis for eligibility to participate in the spot market process. Employees of the respondent firm CANNOT consume or be under the influence of alcohol and/or drugs while on-site.

Vendors that meet or exceed the qualification requirements outlined in the solicitation may be pre-qualified under the following groups:

Group 1: Large scale stage production services (defined by the need for audio, projection services and lighting, **with** related rigging and trussing).

Group 2: Medium or small scale portable stage production services for audio and lighting, **not requiring** rigging and trussing.

Scope of services may include but is not limited to:

- Assist with the development of production management and set design, including scenic design and construction
- Oversee all production coordination before event and execution during event
- Provide all rental equipment necessary for event
- Ability to coordinate delivery and staging of all materials within limited timeframe
- Provide personnel to set-up and remove all rental equipment

If the respondent proposes to use sub-contractors in the course of providing these services to



the City, this information shall be a part of the bid response, questionnaire form. 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.

3.2 GROUP PRE-QUALIFICATION CRITERIA

The vendor shall hold appropriate occupational licenses and/or other certification required for the applicable service/work being performed. The Contractor shall fully comply with Federal and State laws, City and Municipal ordinances and regulations in any manner affecting the performance of work. These licenses must be valid throughout the contract. A copy must be provided with proposal and updated annually.

The stage production installations and operations shall be in accordance with all national, state, and local safety codes. The vendor shall indicate if their employees are certified in installing and/or operating equipment by OSHA standards and if they have Entertainment Technician Certification in their field of expertise including: Rigger-Theatre, Entertainment Electrician, and/or Portable Distribution Technician. The Contractor shall ensure that the operator of equipment must be certified. Respondent must have at least five years minimum of experience with professional commercial theatrical audio, lighting and video systems.

City of Sunny Isles Beach representatives reserve the right to demand clarification of safe working loads, deny installation, demand removal or questionable attachments and/or require appropriately qualified personnel to install or remove such attachments.

3.3 SAMPLE EVENT REQUIREMENTS:

An example of the requirements needed for a Group 1 event is incorporated in Exhibit C, Sample Rider Agreement. Additional events may be added throughout the year as needed. In addition main sites may also be subject to change with future City improvements. The main sites for large scale events are Heritage Park, 19200 Collins Avenue, and Gateway Park, 151 Sunny Isles Blvd (as shown in Exhibit 1). These two sites have permanent stages. Small scale events may be hosted at these two main sites or at other City facilities that do not have built in stages. Specifications for the two main sites are as follows:

❖ Heritage Park Stage

- Stage dimensions: 88ft wide x 21ft deep x 11ft10in high
- House power:
 - 400 amp 3 phase service
 - Connections are cam locks with ground and neutral reversed
- Sound and lighting:
 - There is no light or sound system available at Heritage Park.



- Audio points: None
- Lighting points: None
- Rig points: None

❖ **Gateway Park Stage**

- Stage Dimensions: 55'wide x 35' deep x 4'high
- House power:
 - (2) 200 amp 3 phase panel
 - (1) 400 amp 3 phase panel
 - Connections are cam locks with ground and neutral reversed
- Sound and lighting:
 - There is no light or sound system available at Gateway Park.
 - Audio points:
 - 2 brackets on the stage rights and stage left sides of the downstage edge or the stage ceiling
 - Each bracket has two rig points
 - Each rigging point is rated at 2000 lbs./total 4000 lbs. per bracket
 - Lighting points:
 - 21 total
 - Located on I-beams in stage ceiling
 - Each point is rated at 1000 lbs.

3.4 DAY OF EVENT

The event dates will be specified on the request for quotes. The awarded vendor (applicable to Part B) shall also be available to accommodate contracted service on an alternate date and/or time as pre-agreed to per the individual event work order, should the event be rescheduled due to weather or other unforeseen circumstances (no guarantee event will be re-scheduled). The awarded vendor must be all set up, and ready for services according to the specifications as pre-agreed to per individual event order.

3.5 RESPONSE TIME

The awarded vendor shall arrive at the site by the indicated time on the Request for Quotes specifications. Vendor shall assess the Request for Quotes and if the vendor is unable to meet their obligation after being award a PO, the proposer shall immediately call/email the requesting department to notify them that they cannot honor their award.

3.6 STORAGE/SECURITY OF EQUIPMENT

The City may provide security guards when the event is multi-day, however the respondent will be fully responsible for the temporary storage (not provided by City) and security of their equipment



per event complying with all provisions of applicable building, zoning, environmental and ADA regulations sufficient to store all their equipment. The City will not be responsible for loss or damage of equipment.

3.7 CLEANLINESS

All unusable materials and debris shall be removed from the premises at the end of each event unless stated otherwise on the contract. Upon final completion, the selected vendor shall thoroughly clean up all areas where work has been performed. All materials shall be disposed of in the appropriate manner, as required by law.

END OF SECTION



Section 4 Evaluation Process

4.1 Review of Proposals For Responsiveness

Each qualification statement will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation that includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive. The contract will be awarded to the most qualified vendor(s) whose proposal best serves the interest of and represents the best values to the City in conformity with Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach.

4.2 Qualifications

Responses will be evaluated on the criteria listed below.

<u>Technical Qualifications</u>	
1.	Company experience providing stage, audio, video and lighting equipment and services
2.	Reviews received from references and other research
3.	Resources and Availability (Equipment and staff)
4.	Firm's Financial Stability
5.	Applicable licenses and certifications

4.2.1 MINIMUM REQUIREMENTS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the vendor has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non responsive. The Proposer shall, at the time of Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Proposers must have, as a prime contractor, a minimum of 5 years of experience in show production.



4.3 Oral Presentations / Interviews

Upon completion of the initial criteria evaluation, the City will elect to shortlist all qualified proposals and may proceed with conducting oral presentation(s) with the Proposer(s) which the City Manager or designee deems to warrant further consideration. Should the City require such oral presentation(s), the Respondent(s) will be notified seven (7) days in advance of appearing before the City Project Manager(s). The Respondent's Project Manager shall be the sole presenter. The City also reserves the right to request additional materials of Proposers, including, but not limited to, financial statements, etc. Upon completion of oral presentation(s) and/or facility site visits, the City will re-evaluate the proposals remaining in consideration based upon the written documents combined with the oral presentation(s) and/or facility site visits.

4.4 Negotiations (Part B)

The City may award a contract on the basis of initial quotes received, without discussions. All request for quotes will have a deadline of when quotes are to be submitted to the end-user; only the quotes submitted within the deadline will be reviewed for award. Therefore, each initial quote should contain the vendor's best terms from a monetary and technical standpoint.

Notwithstanding the foregoing, if the City and said vendors 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 the following to the City:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

END OF SECTION



Section 5 Proposal Format

5.0 FORMAT

Proposers must submit (1) original and four (4) copies of the Proposal. The original Proposal must contain an original signature. 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 RFQ 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 RFQ will become the property of the City. In addition, the vendor must indicate for which production group they intend to be pre-qualified for, either Group 1 and/or Group 2, however award of the pre-qual pool, if any, will be subject to City's discretion.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. Company Information

In response to this RFQ, all vendors must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Contact information, such as telephone number, email address, company locations and email address
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Provide a history of any Criminal or Civil Litigation for a five-year (5) period of time immediately preceding this Request for Proposal
- Vendor's payment billing terms

2. Qualifications

Proposer's relevant experience, qualifications and past performance

- An explanation of why the vendor is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFQ.
- As applicable, photos of various props/equipment/stage furnishing owned by your firm. Video and photos may be provided as a web link or saved on a CD or USB flash drive. CDs/USB flash drives must be received by Purchasing along with your proposal. Note: CDs and USB flash drives will not be returned to Proposers.
- Event list demonstrating the minimum required experience and shall include, at



minimum: The name, address, and phone number of the owner or owner's representative familiar with the work. Specifically list any events, either complete or underway, that are located in Miami-Dade, Broward or Palm Beach, Florida Counties.

- A list of all events currently under contract, with the owner and the base bid cost.
- Provide a list of owned stage production equipment.
- What percentage of work is usually subcontracted to a third party?
- Indicate the number of years of experience in concert production.
- List 10 major musical concerts for which your company provided production services. Include name of headliner, venue location and date (month/year).

3. Staffing

Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors. Resumes of each person should be provided with emphasis being given to their experience, track record and training in similar work. The following information must also be included:

- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn.
- The composition of the staff team should include:
 - The names of the employees in the area responsible for this contract
 - Their function in the company.
 - The name of the person who will be responsible for the coordination of work.
 - Experience and qualifications of staff and satisfactory record of performance of staff
 - Identify all major sub-contractors and their responsibilities.

4. Approach / Methodology

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

- Suitability of the methodologies and approaches used in achieving tasks
- Overall organization to completing the project
- Ability to meet desired timelines and deadlines. How many days' notice will your firm need the event specifications in efforts to quote and have the equipment available for operation?
- Work plan explaining how they intend on meeting our event requirements

5. References

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

- Each Reference must be supplied on Client's Letterhead



- Each Reference letter must be signed with contact person and phone number.
- Local References are preferred.

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.

6. Contract Forms
All completed contract forms



RESPONDENT QUESTIONNAIRE

1. COMPANY NAME AND TYPE OF ORGANIZATION:
2. NAME AND TITLE OF AUTHORIZED CONTRACT SIGNER(S):
3. ADMINISTRATIVE PERSONNEL: LIST NAMES, EMAIL AND PHONE NUMBER OF ADMINISTRATIVE PERSONNEL WHO WILL ACTIVELY MONITOR ANY REQUEST FOR QUOTES THAT IS EMAILED:
4. (FIELD SUPERVISORS): LIST NAME, TITLE AND YEARS OF EXPERIENCE:
5. LIST WORK YOU ARE QUALIFIED TO PERFORM WITH YOUR OWN FORCES:
6. LIST WORK NORMALLY SUBCONTRACTED TO OTHERS:



7. HOW MANY EMPLOYEES DO YOU CURRENTLY EMPLOY? (LOCALLY AND NATIONALLY)
8. FIVE MOST RECENT CONTRACTS COMPLETED TO DATE: PROVIDE TOTAL STAGING CONTRACT AMOUNT, YEAR, HOSTED BY, # OF AUDIENCE AND WHETHER THE EVENT WAS INDOORS OR OUTDOORS.
9. LIST A MINIMUM OF THREE (3) REFERENCES (PROVIDE FIRM NAME, ADDRESS, AND CONTACT/PHONE/EMAIL) OF CURRENT AND PAST CUSTOMERS, PREFERABLY GOVERNMENT AGENCIES OF WHICH YOU HAVE PROVIDED SERVICES SIMILAR IN SCOPE:



10. WHICH GROUP DOES YOUR FIRM INTEND TO BE PRE-QUALIFIED FOR? GROUP 1 AND/OR GROUP 2? (SUBJECT TO CITY'S DISCRETION.)

11. EXPLAIN YOUR COMPANY'S BACKGROUND CHECK PROCEDURES:

12. EXPLAIN AN EXPERIENCE WHEN YOUR COMPANY WENT ABOVE AND BEYOND FOR A CUSTOMER:

13. HOW MANY DAYS' NOTICE WILL YOUR FIRM WANT THE EVENT SPECIFICATIONS, IN EFFORTS TO QUOTE AND HAVE THE EQUIPMENT AVAILABLE FOR THE EVENT?

14. HAS YOUR FIRM EVER BEEN DEBARRED OR SUSPENDED FROM BIDDING OR PROPOSING ON A PROCUREMENT PROJECT BY ANY GOVERNMENT ENTITY DURING THE LAST FIVE (5) YEARS?

**ATTACHMENTS:
ATTACH A LIST OF MAJOR EQUIPMENT YOU OWN, INDICATING TYPE, CAPACITY, YEAR, MANUFACTURER, ETC.**



DELIVER TO:

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

**REQUEST FOR
QUALIFICATIONS
SECTION 6
RFQ SUBMITTAL FORMS**

**OPENING: 2:00 P.M.
3/4/2019**

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

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

Issued by:	Purchasing Agent Genesis Cuevas	Date Issued:	This Bid Submittal Consists of Pages 30+
------------	------------------------------------	--------------	--

Sealed RFQs are subject to the Terms and Conditions of this Request for Qualifications and the accompanying Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the City Clerk at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**19-02-02
Pre-qualification for Stage Production Services on an As-Needed Basis**

Purchasing Agent:
Genesis Cuevas

Firm Name:

Commodity Code(s):

RETURN ONE ORIGINAL AND FOUR COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS

**FAILURE TO SIGN PAGE 33 OF SECTION 6 RFQ SUBMITTAL WILL RENDER YOUR RESPONSE
NON-RESPONSIVE**



SECTION 6

BID SUBMITTAL FORM:

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

Stage Production Services on an As Needed Basis

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

The 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 Proposers agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

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

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has 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 Notice to Proceed.



Firm Name:

Street Address:

Mailing Address (if different):

Telephone No. _____ Fax No. _____

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

**** "By signing this document the vendor 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.



EXHIBITS

Exhibit A - Heritage Park





11ft & 10in Height

15ft Depth

88 feet Long

21 ft Depth

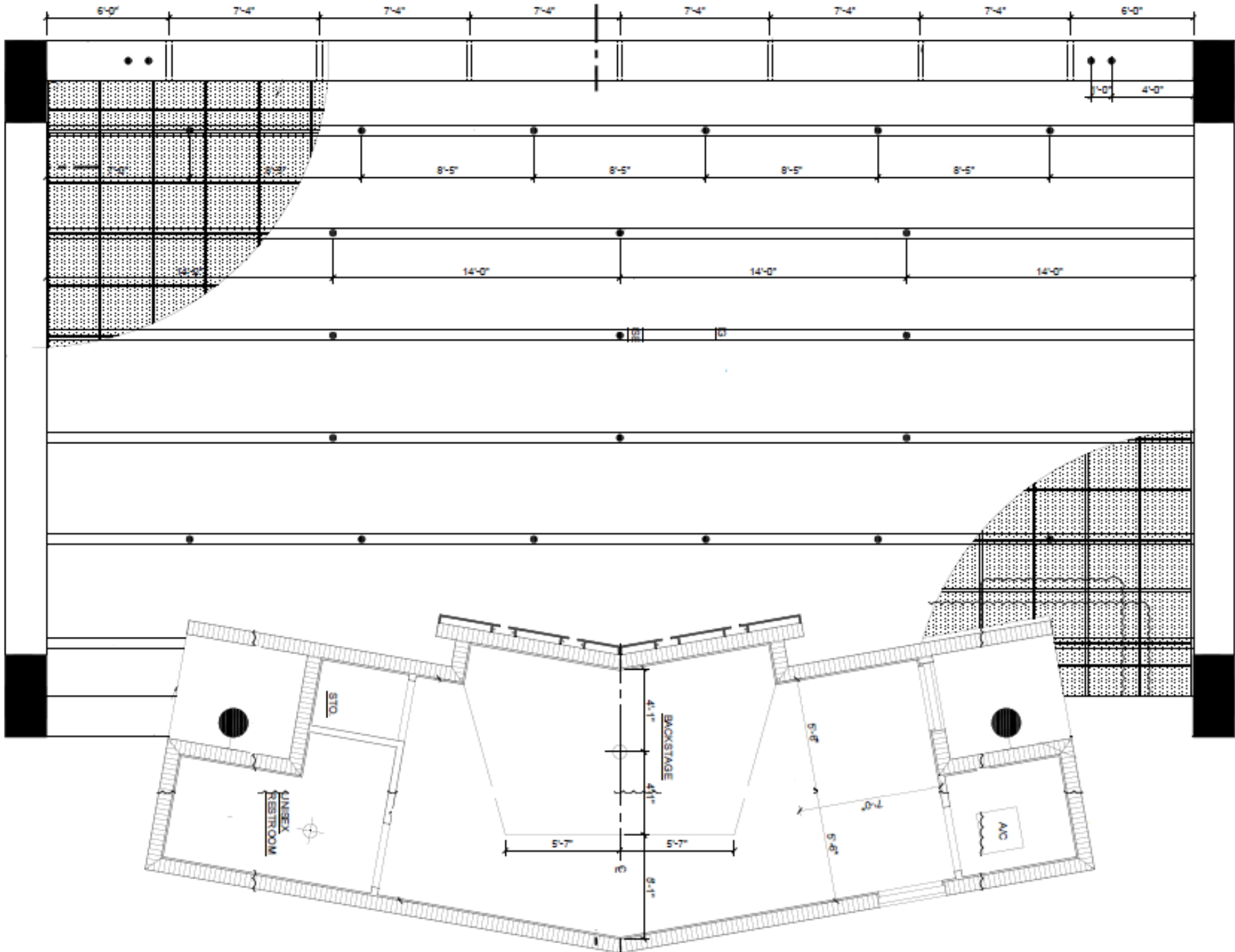
15ft Depth

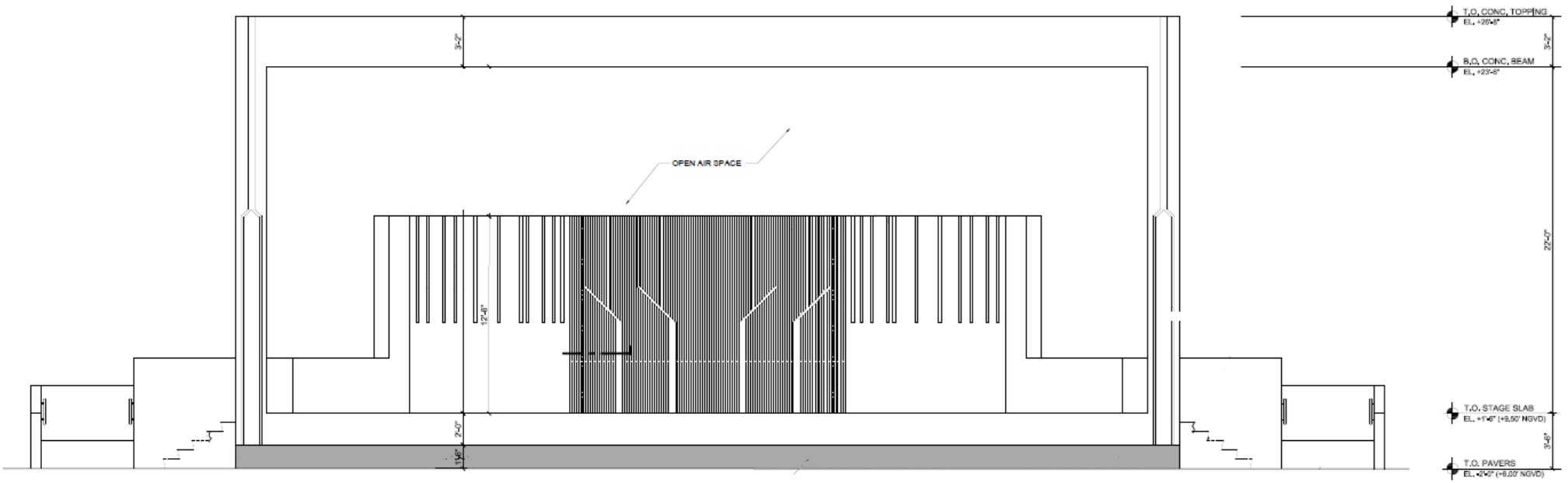
1ft 5 in



Exhibit B - Gateway Park









NEWPORT COACHES DE



Exhibit C – Sample Rider



Jazz Fest Overview

- Location : Gateway Park (151 Sunny Isles Blvd)
- Show Date : TBA
- Show time : doors at 6:00pm, Act 1 @ 7pm, ends ~10:30pm
- Load in time : Morning of – set and ready for first sound check at 12:00pm
 - If need be, can load in night prior, but understand it is an outdoor venue and vendor will be responsible for covering for weather.
- Load out time : after the show – complete load out.

Sound & Backline Overview

Sound requirements

- No specific mixing consoles request, just one that is suitable to handle the show needs.
- Risers should be rolling so we can move and adjust quickly between acts.
- PA should be flown -
 - Rig points on the downstage edge are double eye bolts each rated at 2,000lbs, 4,000lbs total per side.
 - Sound limits is 100db at 100'
- Front of house is ~100' from the stage
 - There are 3 underground snake pulls from stage left to FOH
- Microphones, monitors, stage plots, and backline listed below.

Act #1 - Backline

GUITAR - Musician 1

One (1) Radial JDI passive DI

KEYBOARDS: - Musician 2

One (1) TWO TIER Heavy Duty X keyboard stand or **Apex** keyboard stand (long arms on bottom)

Eight (8) ¼ inch x 15' guitar cables

One (1) Drum Throne

One (1) music stand Manhasset style w/ light

Two (2) Radial stereo DIs

Two (2) Powered Keyboard speakers ie; QSC, EV, Mackie

BASS - Musician 3

One (1) **Aguilar DB 751 amp**

One (1) **Aguilar** 4 x 10" speaker cabinet

One (1) music stand Manhasset style w/ light

One (1) Radial passive DI

One (1) Heavy duty guitar stand

DRUMS - Musician 4

Yamaha drums

22" kick drum

10" rack tom

14" and 16" floor toms (or 'hanging' toms)

2 x 14" x 5" to 6 1/2" snare drums

5 x boom cymbal stands (one being a 'mini boom' coming off tom mount- if available)

2 x snare stands

1 x DW 5000 kick pedal...and

1 x additional kick pedal (any brand—for back-up—preferably another DW 5000)

AND, all other appropriate hardware in good working condition...

1 x 'lowest' Drum Throne available—(meaning, one that goes down the lowest)

no cymbals needed....

preferred drum heads— Remo coated amb. for snares -or comparable— coated or clear emperors for tom batters-or comparable—Powerstroke 3 or comparable for kick heads....not too picky about heads as long as in good condition.

1 x drum 'rug- carpet' 8' x 8' , clean

1 x drum monitor stage right (floor tom side)

One (1) music stand Manhasset style w/ light

PERCUSSION - Musician 5

One (1) LP 12" fiberglass conga with fiber skin

One (1) LP 11 ¾" fiberglass conga with fiber skin

One (1) LP 11" fiberglass conga with fiber skin

One (1) LP toy table

One (1) LP set bongos with stand

One (1) LP set timbales

Shakers and bell tree

One (1) Drum Throne

One (1) 12" crash cymbal with heavy duty stand

One (1) 14" crash cymbal with heavy duty stand

One (1) music stand Manhasset style w/ light

Act #2

We are a 6-male a cappella vocal ensemble.

6 vocal microphones, preferably wireless - Shure BETA 58A, comparable or better

6 straight microphone stands

The venue must also provide a capable sound engineer to mix the event.

Monitors: The group requires 4 stage monitor wedges, each with a discrete mix. 2 of the group members use in- ear monitors. The vocalists will bring their own earphones but will require 2 wireless receivers and a wireless transmitter system to be provided by the venue.

Act #3 –

One set of YAMAHA drums (bass, 2 toms, snare and necessary hardware; drummer will bring cymbals, etc.);

c. Drum riser at least 6" high (minimum size of 8' x 6');

d. One 4 x 8 piece of carpet - brown or black in color to cover drum riser;

e. One grand piano, tuned the day of the performance, YAMAHA preferred;

f. One stool for bass player;

g. One small bass amp;

Lighting Requirements

- Stage lighting should be flow
 - Each rig point is rated at 1,000lbs each.
 - Please see attached map for point locations

- Would like a downstage, mid stage, and upstage truss line to provide a controllable stage wash and minor lighting effect.
- Will need LD to run the show
- No backdrop as the stage has a design/logo feature we would like to be shown.
- Spot lights
 - 3 spot lights w/ operators
 - Location : at FOH ~ 100' from stage
 - Will need riser large enough to hold all 3 (plus per operators)
 - Would like riser 4' tall
 - CSIB will provide barricades to go around it.
 - Will need to pull power for them from stage
 - Will need intercom for operators to speak with FOH & Monitor location
 - Would like gels in each – pink, amber, light blue

Video Requirements

- 2 : LED screens, one on each side of the stage.
 - Should be at least 18' wide by 12' tall
 - Ground supported to where the bottom of the screen is at least 7' high
 - Will be just off the stage to the left and right of it.
- Controlled at FOH
 - Will need a switcher -
 - We will have two cameras to plug into the switcher
 - And also will be providing some content for the screens – logos, video clips, still panels so will need some kind of play back – PC or something
 - Video clips will need to feed into the sound system
 - Will need someone to run the switcher

Additional Requirements

- All labor for set, operations/change over, and strike of show
- All deliver and transportation fees
- IF a fork light or scissor lift is needed, CSIB can provide, we just need to know in advance so please let us know with quote.



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: Landscape Maintenance Services. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

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

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

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

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

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

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

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

Dated this _____ day of _____, 2019.

AFFIANT

Print or Type Name and Title

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

Personally Known _____ OR
 Produced Identification _____; Type of Identification _____

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

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

DISPUTE DISCLOSURE FORM

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

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

YES _____ NO _____

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

YES _____ NO _____

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

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

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

Firm

Date

Authorized Signature

Print or Type Name and Title



ANTI-KICKBACK

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
)
COUNTY OF _____)

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

By: _____

Title: _____

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

AFFIX NOTARY STAMP HERE:

Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.4725]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

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

Signature

Title

Date