



REQUEST FOR PROPOSALS



RESTAURANT LEASE AND OPERATIONS AT 18050 COLLINS AVE, SUNNY ISLES BEACH

RELEASE DATE:	SEPTEMBER 9, 2022
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	SEPTEMBER 20, 2022 AT 10:00 AM AT GOVERNMENT CENTER 1ST FLOOR CONFERENCE RM
NON-MANDATORY SITE-VISIT:	A non-mandatory site visit will take place immediately following the pre-proposal conference. The site-visit will take place at 18050 Collins Ave, Sunny Isles Beach.
ALL QUESTIONS DUE: All questions will be answered via addendum posted to DemandStar.	NO LATER THAN SEPTEMBER 22, 2022 AT 5:00 PM IN WRITING TO PURCHASING@SIBFL.NET
DUE DATE FOR PROPOSALS:	NO LATER THAN OCTOBER 7, 2022 AT 11:00 AM
SUBMIT <u>SEALED</u> PROPOSALS TO: Envelope must clearly provide your firm's name, phone # and contact information and must be labeled with the RFP # and name.	CITY OF SUNNY ISLES BEACH GOVERNMENT CENTER OFFICE OF THE CITY CLERK 18070 COLLINS AVENUE, 4TH FLOOR SUNNY ISLES BEACH, FLORIDA 33160 ONLINE SUBMITTALS ARE <u>NOT</u> ACCEPTED



TABLE OF CONTENTS	PAGE NO.
LEGAL ADVERTISEMENT/ NOTICE TO FIRM	3
GENERAL TERMS & CONDITIONS	4
SPECIAL TERMS & CONDITIONS	11
SCOPE OF WORK / TECHNICAL SPECIFICATIONS	28
EVALUATION PROCESS	31
PROPOSAL FORMAT	34
PROPOSED RENT SCHEDULE	37
BID SUBMITTAL FORM	40
AFFIDAVITS	
NON-COLLUSIVE AFFIDAVIT	
PUBLIC ENTITY CRIMES	
EQUAL OPPORTUNITY / AFFIRMATIVE ACTION STATEMENT	
CONFLICT OF INTEREST STATEMENT	
DISPUTE DISCLOSURE FORM	
ANTI-KICKBACK AFFIDAVIT	
ANTI-BOYCOTT CERTIFICATION	
E-VERIFY AFFIDAVIT	
ATTACHMENT A - FLOOR PLAN	



LEGAL ADVERTISEMENT NOTICE TO FIRM

**RESTAURANT LEASE AND OPERATIONS AT 18050 COLLINS AVENUE
REQUEST FOR PROPOSALS NO. 22-09-01**

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

Sealed Proposals will be received by the City Clerk no later than **11:00 AM ON FRIDAY, OCTOBER 7, 2022** 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 Bids will be opened publicly and names of firms read aloud at this time.

The envelope containing the sealed proposal must be clearly marked:

**“IMPORTANT, RFP ENCLOSED SUBMIT TO CITY CLERK’S OFFICE”
REQUEST FOR PROPOSALS NO. 22-09-01
RESTAURANT LEASE AND OPERATIONS AT 18050 COLLINS AVENUE
OPENING DATE AND TIME: FRIDAY, OCTOBER 7, 2022 AT 11:00 AM**

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

The City will host a non-mandatory pre-proposal conference on **TUESDAY, SEPTEMBER 20, 2022 AT 10:00 AM** at the Government Center, first floor conference room, followed by a site-visit to the restaurant facility.

All questions regarding this RFP shall be directed **in writing** to Purchasing by **SEPTEMBER 22, 2022 AT 5:00 PM**. Questions must be submitted via email to: Purchasing@sibfl.net.

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

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



SECTION 1

INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS

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

1.1 CLARIFICATION/EXPLANATION/QUESTIONS:

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at Purchasing@sibfl.net by the date mentioned above. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar (www.demandstar.com) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Bid on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

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

1.3 ADDENDA TO SPECIFICATIONS:

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

1.4 SPECIAL ACCOMMODATIONS:

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

1.5 PUBLIC ENTITY CRIMES STATEMENT:

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

1.6 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 PROPOSALS must be executed) and submitted in a sealed envelope.

1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:

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

1.9 WITHDRAWAL OF BIDS:

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

1.10 BID OPENING:

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid reaches the Office of the City Clerk on or before the closing hour and date stated on the REQUEST FOR PROPOSALS. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and



other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

1.11

EVALUATION OF BIDS:

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

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

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

1.12

AGREEMENT:

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

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

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

1.13

PAYMENTS:

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

1.14

BRAND NAMES:

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

1.15

MATERIAL:

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

1.16

SAMPLES:

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

1.17

QUANTITY GUARANTY:

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

1.18

GOVERNMENTAL RESTRICTIONS ON MATERIALS:

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

1.19

SAFETY STANDARDS:

The Proposers 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:

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

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this REQUEST FOR PROPOSALS shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other 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 County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required 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 PROPOSALS and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

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 or Lease: The written Agreement (i.e., Lease Agreement) between the City and the Contractor covering the Work to be performed, and the lease terms and conditions, which includes the Contract Documents. As used herein, "Lease" shall have the same meaning as "Agreement".

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

Approved: Means approved by the City.

Bid or Proposal: The offer of the 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. As used herein, "Firm", "Proposing Firm", "Vendor" and "Bidder" shall have the same meaning as "Proposers". In any resultant Agreement, the Proposer as defined herein, shall mean the Tenant.

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

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

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

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

Contract Price: The amount Tenant shall pay the City base rent and a percentage rent based on the Tenant's net sales, in addition to all other Impositions and payments required under a resultant Lease.

Contract Time: The initial term and renewal terms, if any, of the resultant Lease.

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

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

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

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

Modification: Modification means any one of the following: (a) a written amendment of



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

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.

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.

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 RFP shall be awarded to the highest ranked responsive and responsible Bidder whose Bid best serves the interests of and represents the best value to the City. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

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.

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.

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.

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.

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

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

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:

Default. The occurrence of any one or more of the following events shall constitute a default by Tenant under the Lease:

1.37.1 Unless previously consented in writing by Landlord, the failure of Tenant to operate the Premises with the Permitted Use for more than 30 consecutive days, other than failure to

operate caused, in the reasonable opinion of Landlord, by a casualty to the Premises.

1.37.2 The failure by Tenant to make any payment of Base Monthly Rent, Percentage Rent, Impositions or any other payment required to be made by Tenant hereunder, where such failure shall continue for a period of seven (7) days.

1.37.3 Except as otherwise provided in the Lease, the failure by Tenant to observe or perform any of the non-monetary covenants, conditions, or provisions of the Lease to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion and the final determination thereof.

1.37.4 The admission by Tenant of its inability to pay debts as they mature.

1.37.5 Institution by or against Tenant of any bankruptcy, insolvency, reorganization, receivership or other similar proceeding involving the creditors of Tenant which, if instituted against Tenant is not dismissed within sixty (60) days after the commencement thereof;

1.37.6 The issuance or filing of any judgment, attachment, levy, garnishment or the commencement of any related proceeding or the commencement of any other judicial process upon or with respect to Tenant, all or substantially all of the assets of Tenant or the Premises.

1.37.7 Sale or other disposition by Tenant of substantially all of its assets or

1.37.8 Dissolution, merger, consolidation, termination of existence, insolvency, business failure or assignment for the benefit of creditors of or by Tenant.

1.37.9 Any material statement, representation or information made or furnished by or on behalf of Tenant to Landlord in connection with or to induce Landlord to enter into the Lease shall prove to be materially false or misleading when made or furnished.

Remedies. Upon the occurrence of a default by Tenant pursuant to the foregoing Section or otherwise in under the Lease, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

Terminate Tenant's right to possession of the Premises by any lawful means, in which case the Lease and the term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled, at its option, and without notice to Tenant, to accelerate the remaining rent due and to recover from Tenant all damages incurred by Landlord by reason of Tenant's default.

Maintain Tenant's right to possession of the Premises by any lawful means, in which case the Lease and the term hereof shall continue in effect whether or not Tenant shall have vacated or abandoned the Premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due hereunder.



Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the jurisdiction where the Premises are located.

Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies provided in this Section or otherwise available at law or in equity.

1.38 MISCELLANEOUS:

Proposers acknowledge the following miscellaneous conditions:

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

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

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

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

1.39 WAIVER OF JURY TRIAL:

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

1.40 GOVERNING LAW:

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

1.41 VENUE:

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

1.42 ARBITRATION:

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

1.43 PROJECT RECORDS:

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

1.44 SEVERABILITY:

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

1.45 INDEPENDENT CONTRACTOR:

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

1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that



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

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

End of Section



Section 2 Special Terms and Conditions

2.1 **ABOUT THE CITY OF SUNNY ISLES BEACH:**

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

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

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

2.2 **PURPOSE OF RFP:**

The City of Sunny Isles Beach, Florida (the "City"), a municipality located in Miami-Dade County, Florida, seeks the services of a firm (the "Tenant or "Operator"), to operate and lease a restaurant at 18050 Collins Ave, Sunny Isles Beach, FL 33160, formerly known as Tony Romas. The one-story existing structure consists of approximately 7,363 Square Feet, with 1521 SQ FT outside dining area allowed with 4 feet of accessibility. Refer to Attachment "A" for renderings of restaurant facility location. The former restaurant provided both indoor and outdoor seating, please see Exhibit "A" to review the licensed approved seating area. The available outdoor seating capacity is to be determined.

The proposed lease agreement for this project contains standard terms and conditions and follows the standard lease agreement format. To help facilitate a successful project, certain lease terms and conditions may be subject to negotiation between the City and the Tenant, provided that the best interest of the City is considered at all times.

2.3 **CONE OF SILENCE:**

All procurement solicitations, once released to the public and until an award recommendation has been forwarded to the City Commission, by the City manager are under the "Cone of Silence." Interested firms



must direct any calls, emails, questions, inquiries, etc., to Purchasing at purchasing@sibfl.net. Violation of the Cone of Silence by a particular proposer shall render the award to said Proposer voidable by the City Commission.

2.4 ADDENDUMS, AMENDMENTS, CLARIFICATIONS:

The City of Sunny Isles beach reserves the right to make changes to the terms and conditions of this RFP and/or the related Agreement at any time by issuance of written addendum/addenda, amendment(s), or clarification(s). All questions will be answered via addendum posted on Demandstar. Interest firms are solely responsible for monitoring DemandStar for any addendum(s) released associated to this RFP.

2.5 NON-MANDATORY PRE-PROPOSAL CONFERENCE AND SITE-VISIT:

A non-mandatory pre-proposal conference will be held on **TUESDAY, SEPTEMBER 20, 2022 at 10:00 AM** at Sunny Isles Beach Government Center located at 18070 Collins Avenue Sunny Isles Beach, FL 33160; First Floor Conference Room to discuss the special conditions and specifications included within this solicitation. Proposers are requested to bring this solicitation document to the conference, as additional copies may not be available.

A site walk-thru will be conducted immediately following the pre-proposal conference to allow firms to gain familiarity with the site and the existing infrastructure. No questions that will change the Scope of this RFP will be answered during the pre-proposal conference and site-visit. Firms have until the deadline indicated on page 1 to submit questions.

Special Accommodations

Any person with a qualified disability requiring special accommodations at a pre-proposal conference, public meeting, oral presentation and/or opening shall contact the Office of the City Clerk at (954) 457-1340, at least five (5) working days prior to the event. If you are hearing or speech impaired, please contact this office by using the Florida Relay Services which can be reached at 1 (800) 955-8771 (TDD).

2.6 MINIMUM QUALIFICATION REQUIREMENTS (MQRS):

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the requirements listed in this RFP. To be evaluated, all requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the criteria outlined in this document. Proposers failing to meet these requirements may 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 criteria requirements as stated in this document.

- a) The Proposing Firm **must be licensed (or will become license upon award) under the appropriate Florida state and Local laws with the licenses indicated below**. Evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project:



- Retail Beverage License Type – (if the intent is to serve alcohol in the proposed menu)
- Permanent Seating Food Service License Type
 - Link to verify active license: <http://www.myfloridalicense.com/dpr>
- In addition to the above, the selected Proposer shall be responsible for any and all licenses required for delivering such services in the State of Florida.

The name of the Firm or its authorized agents per Sunbiz must match the name(s) recorded on the license. **Proposing firm must provide a copy of the applicable license(s) with Firm's response.**

- b) Proposing Firm **must successfully operate (or have successfully operated) one (1) or more permanent seating restaurants** of similar or greater size, scope and complexity to the specifications of the RFP, **in the last five (5) years.**
- c) Firm shall provide a **minimum of one (1) reference letter from a landlord** in which Contractor served as **Primary tenant** for a restaurant facility similar in size, **OR** Proposer must provide a **good standing bank reference** reflecting their mortgage payment history **within the last five years.**
- d) Firm(s) must submit audited financial statements for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement or certified copy(ies) of federal income tax return(s), and unaudited financial statements. Financial statements must be prepared in accordance with Generally Accepted Accounting Principles (U.S. GAAP). **This information will be reviewed by a City CPA. - SUBMIT FINANCIAL STATEMENTS IN A SEPARATE SEALED ENVELOPE TITLED "EXEMPT FROM PUBLIC RECORDS PER §119.071, FLA. STA."**

2.7 **FUNDAMENTAL LEASE PROVISIONS:**

The provisions in this section shall be referred to in the Lease as the "Fundamental Lease Provisions." Unless otherwise defined herein, capitalized terms used in the Lease shall have the meanings listed in the Fundamental Lease Provisions.

Tentative Commencement Date: The tentative effective date of the lease agreement shall be thirty (30) days from the date of award by the City Commission, and upon full execution of the Lease ("Effective Date"). **The tentative date of restaurant opening to the public shall be One Hundred Eighty (180) days from the Notice to Proceed (See Section 2.21), or sooner, if possible.**

Minimum Base Monthly Rental: \$20,000 (minimum), subject to proration and adjustment as provided in Section 2.14 below. Firms may propose a higher Base Monthly Rent in Section 6.1.



Base percentage rate:	Firm must propose a base percentage rent in Section 6.1. The percentage rate is subject to annual negotiated increases.
Landlord/Owner:	City of Sunny Isles Beach 18070 Collins Avenue Sunny Isles Beach, FL 33160
Tenant:	(TBD)
Premises:	18050 Collins Avenue Sunny Isles Beach, FL 33160
Initial Term:	Ten (10) years, commencing on the Commencement Date
Renewal Terms:	Two (2) terms of five (5) years each, with rent due thereunder at the then existing fair market value as determined by the City in its sole reasonable discretion (i.e., adjusted for CPI).

2.8 TERM:

The Initial Term of the Lease shall be as set forth in the Fundamental Lease Provisions. Provided Proposer is not then in default under this Lease, and subject to City approval, the Lease may be extended by the number of the successive mutually agreeable written Renewal Terms described in the Fundamental Lease Provisions. If Tenant wishes to exercise its option to renew the Lease, it shall provide the City written notice of its election to extend the term of the Lease by not less than ninety (90) days prior to expiration of the Initial Term or the then running Renewal Term, as the case may be. The terms and conditions of the Lease shall apply during each Renewal Term.

2.9 LICENSES AND CITY PERMITS:

The Operator shall be required to obtain and maintain all governmental licenses or permits required for the proper and lawful operation of the restaurant and activity carried on in the Premises, including all licenses and permits to operate indoor and outdoor food services and to serve alcohol, if applicable. Licensee shall conform to all licensing and/or permit requirements, regulations and guidelines under the State of Florida Department of Agriculture and Consumer Services Division of Food Safety, and/or the State of Florida Department of Business and Professional Regulation, including, but not limited to the Department of Health, Building and Fire of Miami Dade County, Florida and the Commission of Sunny Isles Beach ordinances and regulations. Such proposer costs associated with regulatory requirements shall be taken into consideration from the proposer, as depicted specifically within the body of the proposal.



Damages, penalties and or fines imposed on the City or the Proposer for failure to obtain required licenses, permits or fines shall be borne by the Proposer.

Information on the City's permit fees can be accessed here: [New Building Permit Fees - City of Sunny Isles Beach \(sibfl.net\)](#)

2.10 LIQUOR LICENSES (IF APPLICABLE TO THE PROPOSED MENU):

The Operator shall obtain and maintain all liquor licenses necessary to provide alcoholic beverage services at the facility.

2.11 INSURANCE:

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

- Premises and Operation
- Independent Contractors
- Products and/or Completed Operations Hazard
- Broad Form Property 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.
- Builders Risk
- Business Interruption (not less than six months of Minimum monthly rent)
- Worker's Compensation (as required by law)
- Primary and Non-Contributory to the General & Automobile Liability.
- Waiver of Subrogation" on behalf of the City of Sunny Isles Beach to the General Liability, Automobile Liability, Liquor Liability and Workers' Compensation.

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

- Owned Vehicles;
- Hired and Non-Owned Vehicles;
- Employers' Non-Ownership;
- Liquor liability with minimum limits of Five Million Dollars (\$5,000,000.00).



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

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

2.11.1 CANCELLATION AND RE-INSURANCE

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Proposer 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 Proposer and must be approved by the City. At the option of the City, either the Proposer shall eliminate or reduce such deductible or the Proposer shall procure a Bond, in a form satisfactory to the City, covering the same. New certificates of insurance shall be provided to the City within 5 (five) business days of effective date of such coverage.

The insurance requirements are subject to negotiations, contingent on the nature of the proposed restaurant.

2.12.1 PAYMENT AND PERFORMANCE BOND

Prior to commencement of construction of the Tenant Improvements to the Leased Premises contemplated by the Final Plans (as defined in Section 2.21 herein), Tenant shall provide satisfactory proof that it has secured a statutory payment and performance bond pursuant to Florida Statute Chapter 713 and Florida Statute Chapter 255 (for itself or from its respective contractor(s)) for construction of the Tenant Improvements and infrastructure improvements related thereto, if applicable, written by a corporate surety company on the U.S. Department of Treasury's current approved list of acceptable sureties on Federal Bonds, as found in the U.S. Department of Treasury Circular No. 570, as same may be updated from time to time in the full amount of any contract entered into by Tenant with said bonds being executed and issued by a resident agent licensed by and having offices in the State of Florida representing such corporate surety at the time such improvements are constructed, conditioned upon full and faithful performance by Tenant or any contractor, if applicable, of such contract, and full payment to all laborers and materialmen supplying labor or materials for such improvements. Such bonds shall identify Landlord as an additional or dual obligee. If the bonds are provided by the contractor, the bond shall provide that a default by Tenant in the performance of the contractor's contract, shall



not be raised as a defense to the Landlord as one of the obligee's requiring performance of such construction contract by the surety.

2.12 PAYMENT OF UTILITIES:

From and after the Effective Date, Tenant shall pay to the utility companies or other parties entitled to payment for the cost of all water, heat, air conditioning, gas, electricity, telephone, and other utilities and services provided to or for the Premises, including, without limitation, connection fees and taxes thereon.

Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility or other service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to any abatement of, set off or reduction in the amounts payable to Landlord hereunder or otherwise entitle Tenant to terminate this Lease.

2.13 RENT COMMENCEMENT DATE:

The tentative Rent Commencement Date shall be one hundred eighty (180) days from the Notice to Proceed (See Section 2.21), or when the restaurant receives its Temporary Certificate of Occupancy, whichever occurs first. Commencing on the Effective Date, Tenant is obligated to use its best possible efforts to diligently pursue and obtain on the earliest possible date all necessary building permits and licenses at Tenant's sole cost and expense to construct Tenant's Improvements. Tenant Improvements means all improvements to the Premises of a fixed and permanent nature, which the Tenant shall construct or caused to be constructed at its own expense, including but not limited to all furnishing, fixtures, and equipment for the operation of the restaurant (the "Tenant Improvements" or "Work"). Tenant Improvements shall be completed within one hundred eighty (180) days of the Notice to Proceed. Tenant's failure to complete Tenant Improvements within the one hundred eighty (180) days as set forth herein will not excuse Tenant's responsibility to pay Base Monthly Rent. There shall be no abatement in rent for Tenant's failure to complete the Tenant Improvements as set forth herein. Tenant's performance of the Lease shall not be excused under any circumstances if the failure or inability to obtain such licenses or permits is due to the neglect or omission of Tenant. City shall provide Tenant with all reasonable cooperation in obtaining such building permits and licenses.

2.14 BASE RENT:

Provided Tenant has complied with its Approval Obligation (as defined below), Base Monthly Rent will be due to the Landlord on the 1st day each month commencing on the Rent Commencement Date. Commencing on the Effective Date, Tenant is obligated to use its best possible efforts to diligently pursue and obtain on the earliest possible date all necessary building permits and licenses at Tenant's sole cost and expense (referred to in the Lease as Tenant's "Approval Obligation"). For the use and occupancy of the Premises, Tenant shall pay Landlord the Base Monthly Rent, **in advance**, commencing on the Rent Commencement Date and continuing on the first day of each calendar month thereafter during the Lease Term, without any offset or deduction.



Should the Lease Term commence on a day other than the first day of a calendar month, then the rental for such first fractional month shall be computed on a daily basis for the period from the Commencement Date to the end of such calendar month at an amount equal to 1/30th of the Base Monthly Rent for each day. Should the Lease Term end on a day other than the last day of a calendar month, then the rental for such fractional month shall be computed on a daily basis at an amount equal to 1/30th of the Base Monthly Rent for each day. Tenant shall pay Landlord the Base Monthly Rent in lawful money of the United States without deduction, setoff or counterclaim.

Rent shall be made payable to the City of Sunny Isles Beach C/O the City's Finance Department located at 18070 Collins Avenue, Sunny Isles Beach, FL 33160.

Base Monthly Rent shall be subject to annual increases in the Consumer Price Index ("CPI") on the first day of the month of every year anniversary of the Lease Term and such revised amount shall be referred to herein as the Base Monthly Rent. The sum so calculated shall constitute the new monthly Base Monthly Rent until the following Rent Adjustment Period. In no event shall such new monthly Base Monthly Rent be less than the Base Monthly Rent for the prior Rent Adjustment Period or represent an increase of more than five percent (5%) from the Base Monthly Rent of the prior Rent Adjustment Period.

"CPI" as used herein, shall mean the Consumer Price Index for All urban Custom, U.S. City Average {1982-84=100 unless otherwise noted}} published by the United States Department of Labor, Bureau of Labor Statistics, or such equivalent index as may hereafter be published. If the Consumer Price Index is discontinued or revised during the Lease year immediately preceding an adjustment date, such other government index or computation with which it is replaced shall be used to obtain substantially the same results as would be obtained if the Consumer Price Index had not been so discontinued or revised. For purposes of computing the percentage increase in the CPI for any applicable period, the CPI for the month nearest the commencement and expiration dates of the applicable Term shall be used.

2.15 PERCENTAGE RENT:

- (i) In addition to the Base Monthly Rent, Tenant shall pay to Landlord Percentage Rent equal to the amount by which of the **proposed and negotiated percentage of all Net Sales** (as hereinafter defined) during each full or partial calendar year exceed the total annual Base Rent provided under Paragraph 2.14, herein, for such year. Percentage Rent of Tenant's Net Sales for the lease quarter shall be payable on a quarterly basis during the calendar year, on or before the thirtieth (30th) day of the month following the end of each quarter.
- (ii) The term "Net Sales" as used in this Lease shall include the entire gross receipts of every kind and nature from the sales and services made in, upon, or from (e.g. catering services) the premises, and promotional events, whether upon credit, for cash or credit; excepting therefrom sales and similar taxes attributable to such sales which are charged to and collected from the customer, customer discounts, refunds, voids, all complimentary or promotional meals, and all meals of employees, management or corporate personnel attendant to the extent no money is received for any of them.



- (iii) Tenant shall, in connection with all sales, utilize point of sale equipment which properly records all such sales. Tenant shall keep in the demised premises or at some other location a permanent and accurate set of books and records of all sales and revenues derived from business conducted in the demised premises, including: catering records; records of voids and refunds; tax reports; liquor tax returns; and such other records as may be needed to permit an effective audit of sales. All such records shall be retained and preserved for at least sixty (60) months (5 years) after the end of the calendar year to which they relate, and shall be subject to inspection and audit by Landlord and its agents at all reasonable times. On or before the 30th day after each lease year during the term hereof, including renewals, tenant shall prepare and deliver to Landlord at the place then fixed for payment of rent, a statement of Net Sales during the preceding lease year in such form as Landlord may require, certified to be correct by Tenant or Tenant's authorized representative.
- (iv) On or before the 30th day after the expiration of each lease year and the 30th day after the expiration or termination of this Lease, Tenant shall deliver to Landlord at the place last fixed for the payment of rent a statement, certified to be accurate and correct by Tenant or Tenant's authorized representative, showing Net Sales during the lease year preceding the date on which such statement is due. In the event any provision of this Lease or the enforcement thereof by Landlord, requires accounting for Net Sales and the payment of Percentage Rent for any period less than twelve (12) months, such shorter period shall be treated as one (1) year for the purposes of an annual statement and such statement shall be delivered to Landlord within thirty (30) days after termination of such shorter period. With each such annual statement or statements for a shorter period, Tenant shall pay to Landlord any and all sums due hereunder and then remaining unpaid for the entire period covered by such statement.
- (v) In the event Landlord desires to audit the reports of Net Sales submitted by Tenant (not to exceed one (1) time per year) Landlord shall have the right to cause its auditors to audit all books and records, wherever located, pertaining to sales made in or upon the demised premises. Tenant shall promptly pay to Landlord any deficiency or Landlord shall promptly refund to Tenant any overpayment, as the case may be, which is established by such audit.
- (vi) Impositions. In addition to the Rent, Tenant shall pay to the parties respectively entitled thereto all impositions, insurance premiums and Taxes (as defined in Section 2.19 herein), (collectively, the "Impositions"). If any such Impositions are allocated to Tenant, rather than charged directly against Tenant or the demised premises, Landlord shall provide Tenant with such support for such charges as Tenant may reasonably request. Tenant shall furnish to Landlord, promptly upon request of Landlord official receipts or other satisfactory proof evidencing payment of such Impositions.

2.16 LATE CHARGE:

If any installment of the Base Minimum Rent, Percentage Rent, any Imposition or any other payment provided for under this Lease which is payable by Tenant is not received by Landlord within five (5) days of the date when due, the Tenant shall immediately pay Landlord the amount of Five Hundred (\$500) Dollars



as a late charge (the "Late Charge"). Landlord and Tenant agree that the Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Tenant. Acceptance of the Late Charge by Landlord shall not constitute a waiver of Tenant's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease.

2.17 INTEREST ON OVERDUE AMOUNTS:

Landlord shall be entitled to collect interest at the rate of 18% from the date any sum is due to Landlord until the date paid on any amounts that are not paid within ten (10) days of their due date under this Lease. The right of Landlord to require payment of such interest and the obligation of Tenant to pay same shall be deemed to be Additional Rent and shall not be in lieu of the right of Landlord to enforce other provisions in this Lease and to pursue other remedies provided by law.

2.18 NET LEASE:

This Lease is what is commonly called a "triple net lease," it being understood that Landlord shall receive the Base Monthly Rent free and clear of any and all Taxes, other Impositions, liens, charges, or expenses of any nature whatsoever incurred in connection with the ownership and operation of the Premises.

2.19 PAYMENT OF TAXES:

As used herein, the term "Taxes" shall include:

2.19.1 any form of real estate tax or assessment, ad valorem tax or gross receipts tax, imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, sanitary, fire, street, drainage, or other improvement district thereof, on, against or with respect to the Premises, this Lease, any legal or equitable interest of Landlord or any superior landlord in the Premises or in the real property of which the Premises are a part, Landlord's right to rent or other income therefrom, and Landlord's business of leasing the Premises;

2.19.2 any tax, fee, levy, assessment, penalty, interest or other charge (i) in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within this definition of Taxes, or (ii) any tax or increase in any tax which is imposed as a result of a transfer, either partial or total, of Landlord's interest in the Premises to Tenant, or (iii) which is imposed by reason of this transaction, any modifications or changes hereto, or any transfers hereof; and

2.19.3 all inspection fees, taxes, bonds, permits, certificates, assessments and sales, use, property or other taxes, fees or tolls of any nature whatsoever (together with any related interest or penalties) now or hereafter imposed against Landlord or Tenant by any federal, state, county or local governmental authority upon or with respect to the Premises or the use thereof or upon the possession, leasing, use, operation or other disposition thereof or upon the rents, receipts or earnings arising therefrom or upon or with respect to this Lease; and



2.19.4 all taxes assessed against and levied upon trade fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises or elsewhere, which Tenant shall cause to be separately assessed and billed directly to Tenant.

Tenant shall pay when due or reimburse and indemnify and hold Landlord harmless from and against any Taxes. Notwithstanding the foregoing, the term "Taxes" shall not include any general income taxes, inheritance taxes, and estate taxes imposed upon Landlord.

TAXES TO BE PAID BY THE CITY AND THEN REIMBURSED BY THE CONTRACTOR

Tenant shall pay the Taxes applicable to the Premises during the Lease Term. Tenant shall issue the check made payable to the City of Sunny Isles Beach. The City will invoice the Tenant the direct cost of the taxes. Landlord shall provide Tenant with copies of any tax bills applicable to the Premises promptly after receipt of such bills. All such payments shall be made at least 10 days prior to the delinquency date of such payment. Tenant shall promptly furnish Landlord with satisfactory evidence that such Taxes have been paid. If any such Taxes paid by Tenant shall cover any period of time prior to or after the expiration of the Lease Term, Landlord shall reimburse Tenant to the extent required. If Tenant shall fail to pay any such Taxes, Landlord shall have the right (but not the obligation) to pay the same, in which case Tenant shall repay such amount plus any penalties and interest resulting therefrom to Landlord within 5 days after receipt of a bill therefor.

Tenant acknowledges and understands that it shall be responsible for paying all Taxes for the entire term of the Agreement. In the event that the City terminates the Agreement (with or without cause) after January 1st of a given year, or in the event the Agreement expires after January 1st of a given year, the Contractor agrees to be solely responsible for the entire amount of Taxes assessed on the Property for said year, without proration.

2.20 LIENS:

In connection with Alterations (as defined in Section 2.26 herein) or otherwise, Tenant shall do all things necessary to prevent the filing of any mechanic's or materialman's liens against the Premises, or any part thereof, or upon any interest of Landlord by reason of labor, services or materials supplied or claimed to have been supplied to Tenant, or anyone holding the Premises, or any part thereof, through or under Tenant. If any such lien shall at any time be filed against all or any portion of the Premises, Tenant shall either cause same to be discharged of record within 30 days after the date of filing of same or, if Tenant in good faith determines that such lien should be contested, Tenant shall either (i) bond over such lien in accordance with applicable law, or (ii) furnish such security as Landlord shall determine to be necessary and/or required to prevent any foreclosure proceedings against all or any portion of the Premises during the pendency of such contest. If Tenant shall fail to discharge or bond over such lien or fail to furnish such security within such period, then, in addition to any other right or remedy of Landlord resulting from said default of Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law, and Tenant agrees to reimburse Landlord within 5 days after demand for all costs, expenses, and other sums of money spent in connection therewith.



2.21 WORK/TENANT IMPROVEMENTS AND NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A NOTICE TO PROCEED:

Tenant, at its sole cost and expense, shall construct or cause to be constructed all Tenant Improvements on the premises, substantially in accordance with the Final Plans and Specifications (the "Final Plans") to be prepared by Tenant and submitted to City for approval. The Final Plans shall be submitted to the City Manager or designee within thirty (30) days of the Effective Date of the Lease. The Final Plans shall provide specific details and layout for the restaurant concept, and shall be subject to the approval of the City, which approval will not be unreasonably withheld. At the expiration or termination of the Lease, all Tenant Improvements shall be retained and owned by the City.

The Tenant shall neither commence any Work, nor enter a City work premise, until a written Notice to Proceed (NTP) directing the Tenant to proceed with the Work has been received by the Tenant from the City Manager; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and the lease. The Tenant shall be required to obtain Final Completion of all Work (permit occupancy) and be ready to open for operations within one hundred eighty (180) days from the date stated in the Notice to Proceed issued by the City Manager.

2.22 MONTHLY PROGRESS REPORTS:

The City shall require that the successful Proposer provide monthly progress reports on the status of the project. The report shall include at the minimum the following information;

- Background on the project itself
- An updated timeline including projected completions of portions of project
- Discussion of the achievements since last reporting
- Discussion of problems that have arisen
- Discussion of work that lies ahead

2.23 OBLIGATION TO REBUILD:

If any portion of the Premises is damaged or destroyed by fire or other casualty, Tenant shall forthwith give notice thereof to Landlord. Tenant shall obtain an estimate from a licensed architect or contractor of the cost to complete such repair, restoration, rebuilding or replacement, and Tenant shall, at its sole cost and expense, promptly repair, restore, rebuild or replace the damaged or destroyed improvements, fixtures, equipment, and complete the same as soon as reasonably possible, to the condition they were in prior to such damage or destruction, except for such changes in design or materials as may then be required by law. In such event, Landlord shall, to the extent and at the times the proceeds of the insurance are made available to Landlord, and only so long as Tenant shall not be in default under this Lease, deliver such funds to Tenant for the making such repairs, restoration, rebuilding and replacement.



2.24 CONTRACTOR INDEMNITY:

Tenant shall require any contractor performing any work in connection with its Improvements to indemnify and hold Landlord (including its elected officials, officers, employees and agents) harmless from any and all loss, damage, cost, or expense, including, but not limited to, attorney fees and court costs through all trial and appellate levels with respect to personal injury, property damage or both caused by such contractor, its subcontractors, agents and employees in connection with performing such work.

2.25 CASUALTY DURING LAST TWELVE MONTHS:

Notwithstanding the foregoing, if the Premises is damaged or destroyed by fire or other casualty during the last twelve (12) months of the Initial Term or the then- running Renewal Term, Tenant may elect not to rebuild and to terminate this Lease; provided that Landlord shall receive insurance proceeds in the full amount of the casualty loss. In the event that Tenant elects to terminate this Lease and the insurance proceeds are less than the amount of the unpaid rent for the balance of the Lease Term, tenant agrees to pay the difference to Landlord in cash (or cash equivalent) within 5 days after receipt of a bill from Landlord.

2.26 ALTERATIONS:

- I. Consent to Alterations. Subject to the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant may, at its sole cost and expense, make alterations, replacements, additions, changes, and improvements (collectively referred to in this Article as "Alterations") to the Premises as it may find necessary or convenient for its purposes, but only after giving Landlord written notice thereof, together with copies of all architectural plans and specifications relating to any such Alteration.
- II. Ownership of Alterations. All Alterations made on the Premises shall become the property of Landlord at the expiration or termination of the Lease Term and shall be surrendered with the Premises.
- III. Alterations Required by Law. Tenant shall, at its sole cost and expense, make any Alteration to or on the Premises, or any part thereof, which may be necessary or required by reason of any law, rule, regulation, or order promulgated by competent government authority.
- IV. General Conditions Relating to Alterations. Any Tenant Alteration shall be subject to the following conditions:
 - a. No Alteration shall be undertaken until Tenant shall have procured and paid for all required permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.
 - b. Any Alteration involving an estimated cost of more than \$100,000 shall be conducted under the supervision of a licensed architect or engineer selected by Tenant and satisfactory to Landlord, and shall be made in accordance with detailed plans and specifications and cost estimates prepared by such architect or engineer and approved in



writing in advance by Landlord.

- c. Any Alteration shall be made promptly and in a good workmanlike manner, by property qualified and licensed personnel, and in compliance with all applicable permits and authorizations and building and zoning laws and all laws, and in accordance with the orders, rules and regulations of the Board of Fire Insurance Underwriters, if applicable, and any other body hereafter exercising similar functions having or asserting jurisdiction over the Premises.
 - d. No Alteration shall tie-in or connect any improvements to any building on the Premises with any property outside the Premises without the prior written consent of landlord.
 - e. No Alteration shall reduce the value of the Premises or impair the structural integrity of any building comprising apart of the premises.
- V. If submitted proposals do not provide sufficient information in the conceptual drawings, plans, documentation, and drawing notes, the Proposer is still responsible for a 100% complete project as deemed acceptable by the City.

2.27 POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:

City Ordinance 2021-564 (“Polystyrene Ordinance”) prohibits individuals and temporary vendors who are located on or operating on City Property or a City Facility, as defined therein, from carrying or using expanded polystyrene food service articles. In accordance with City’s Polystyrene Ordinance, Tenant shall not carry or use any products that violate the City’s prohibition against carrying or use of expanded polystyrene food service articles while utilizing the Premises. It shall be the sole responsibility of the Tenant to ensure compliance with the City’s Polystyrene Ordinance.

Plastic Beverage Straws are prohibited in the Premises. As used herein, the term “Plastic Beverage Straw” means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a Beverage from its contained to the mouth of the drinker by suction or for the purpose of mixing a Beverage, made predominately of plastic derived from either petroleum or a biologically-based polymer, and includes compostable and biodegradable petroleum or biologically-based polymer straws and stirrers, but does not include straws and stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc. This prohibition shall not apply to individuals with a disability or other impairment requiring use of a Plastic Beverage Straw. Tenant shall not carry or use any Plastic Beverage Straws on the Premises in violation of the City’s prohibition against the same.

A violation of this section shall be deemed a default under the terms of the Agreement. Click [here](#) to access more information on the City’s E-committed campaign.



2.28 ENVIRONMENTAL COMPLIANCE:

Tenant shall at all times during the Term keep the Premises free of Hazardous Materials (as defined below), and neither Tenant nor any of its employees, agents, invitees, licensees, contractors or subtenants (if permitted) shall use, generate, manufacture, refine, treat, process, produce, store, deposit, handle, transport, release, or dispose of Hazardous Materials in, on or about the Premises or the Parcel, or the groundwater of them in violation of any federal, state or municipal law, decision, statute, rule, ordinance or regulation currently in existence or subsequently enacted or rendered. Tenant shall give Landlord prompt written notice of any claim received by Tenant from any person, entity or governmental agency that a release or disposal of Hazardous Materials has occurred on the Premises, or the parcel. As used in this Lease, the term "Hazardous Materials" shall mean and be defined as any and all toxic or hazardous substances, chemicals, materials or pollutants, of any kind or nature, including the disposal of grease or grease products as a result of Tenant's restaurant operation which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, or ordinance currently in existence or hereafter enacted or rendered. Tenant shall not discharge into any sanitary sewer system serving the Premises any toxic or hazardous sewage or waste other than that which is normal domestic wastewater. Any toxic or hazardous sewage or waste which is produced or generated by Tenant or in connection with the operation of Tenant's business, including the disposal of grease generated as part of Tenant's restaurant operation, shall be handled and disposed of as required by and in compliance with Applicable Laws or shall be pretreated to the level of domestic wastewater prior to discharge into any sanitary sewer system serving the Premises.

2.29 PUBLIC RECORDS LAW:

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

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



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

END OF SECTION



Section 3 Scope of Services / Technical Specifications

3.1 SCOPE OF SERVICES

The City of Sunny Isles Beach, Florida (the "City"), a municipality located in Miami-Dade County, Florida, seeks the services of a firm (the "Tenant or "Operator"), to operate and lease a Restaurant at 18050 Collins Ave, Sunny Isles Beach, FL 33160, formerly known as Tony Romas. The one-story structure consists of approximately 7,363 Square Feet, with 1521 SQ FT outside dining area allowed with 4 feet accessibility. Refer to Attachment "A" for renderings of restaurant facility location. The former restaurant provided both indoor and outdoor seating, please see Exhibit "A" to review the licensed approved seating area. The available outdoor seating capacity is to be determined.

The proposed lease agreement for this project contains standard terms and conditions and follows the standard lease agreement format. In an effort to help facilitate a successful project, certain lease terms and conditions may be subject to negotiation between the City and the Tenant, provided that the best interest of the City is considered at all times. See Attachment "A" for renderings of restaurant facility location.

In addition to other items listed within this RFP, the services requested from the Proposer for this project shall include, but shall not be limited to the following:

The City will require the Contractor to:

- Be licensed to operate food and beverage services within the licensed areas.
- Maintain the prescribed levels of insurance, to be established by the City.
- Be responsible for payment of all costs related to the interior build out, including but not limited to, preparing of the architectural drawings and construction documents, application and permit fees, and all costs of construction of the Improvements and acquisition of equipment.
- Be responsible for all utilities generally provided for the premises such as sewer and water service. Be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services awardee obtains for the premises.
- Contractor to provide regular extermination services.
- **Garbage:** Tenant shall remove from the Premises or otherwise dispose of all garbage, debris and other waste materials (whether solid or liquid) arising out of the use and occupancy of the Premises or out of any operations conducted within or upon the Premises in accordance the highest standards of sanitary practice and at all times in accordance with Applicable Laws. When removing such waste, Tenant shall comply with all Applicable Laws relating to sanitation and waste disposal. Any items shall be kept in suitable garbage and waste receptacles, as approved in writing by Landlord. Tenant shall have the exclusive (non-public) use of the existing dumpster area at which Tenant shall store its refuse, garbage and waste materials. Tenant shall enclose the dumpster at Tenant's expense, which enclosure shall be erected and maintained in compliance with the City Code of Ordinances. Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.



- **Odor:** Tenant shall not create nor permit to be caused or created upon the Premises any obnoxious odors or smoke or noxious gases or vapors which would constitute a nuisance; provided, however, that fumes resulting from the normal operations of vehicles or normal business operations shall be excepted from this provision, unless same constitutes a legal nuisance or as otherwise prohibited by Applicable Law.
- Contractor to provide consistent hours of operation, in accordance with the City's Code, to be approved by the City.
- Contractor to provide strong, professional customer service.
- Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.
- Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the restaurant.
- Operator shall prepare and submit to the City a statement of Gross Revenue earned from its operations and management of the facility for each month of the Agreement, or unless otherwise negotiated.
- Smoking inside and outside of the Premises is strictly prohibited.
- **Noise:** Audio decibels must comply with City Code of Ordinances, Chapter 193 - Noise. The Tenant is responsible for monitoring noise levels with a sound decibel reading device, if necessary.
- **Signage:** The signage for the restaurant shall comply with all City zoning regulations and requirements. All signs posted for events will comply with City Code of Ordinances, Chapter 265, Article IX – Sign Regulations.
- **Personnel:** Recruit, train, supervise and employ adequate staff to efficiently operate the restaurant during all normal hours of operation.
- **Security:** Provide adequate security for the Premises and all portions of them for the purposes of protecting persons and property.
- **Parking:** Tenant shall have the non-exclusive right in common with the general public to utilize the City's municipal parking spaces located at the Government Center.
- **Food/Inventory Delivery Trucks:** Food or other delivery trucks shall not cause disruptions to the Premises or cause loud noise. Deliveries must only be permitted between 11:00 PM and 6:00 AM.
- **Food Couriers (e.g. UberEats, Grubhub, etc.):** Food couriers are permitted as long as they do not obstruct the flow of traffic on Collins Avenue or traffic to/from the Government Center, including the driveway and parking lot.
- **Menu:** If proposed menu is changed after contract award, without the City's written consent, this shall be considered a contractual breach and subject to termination for cause.

3.2 MAINTENANCE AND REPAIRS

- I. Tenant's Obligations. Tenant shall, at its sole cost and expense, maintain in good repair, order, and serviceable condition the interior of the Premises and every part thereof, including, without limitation, all plumbing, ventilation, heating, air conditioning, and electrical systems and equipment in, on, or exclusively serving, the Premises; and all windows, doors, plate glass, interior walls, and ceilings which are part of the Premises. Keep and maintain the Premises at all times in a clean and orderly condition and appearance.
- II. Landlord's Obligations. Landlord have the obligation to repair and maintain the foundation,



exterior walls, roof and utilities beyond connection to the building on the Premises, including structural or nonstructural, ordinary or extraordinary.

- III. Parties' Rights. If either party refuses or neglects to make repairs or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to the other, without prejudice to any other remedy, upon giving 10 days prior written notice, such party shall have the right to perform such maintenance or make such repairs on behalf of and for the account of the other. In the event a party so elects, the other shall pay the cost of such repairs, maintenance, or replacements within 5 days following receipt of a bill therefor. Tenant agrees to permit Landlord or its agent to enter the Premises, upon reasonable notice by Landlord, during normal business hours for the purpose of inspecting the Premises.

3.3 OPERATION PHASE

The selected Proposer shall operate the facility and related activities in a manner associated with high quality food service standards. The scope of services, include but are not limited to:

A. Management and Operation Services

1. The restaurant shall have a family atmosphere and may have live entertainment. At no time may the restaurant operate as a night club.
2. The selected Proposer's staff shall be distinctively uniformed so as to be distinguishable as the selected Proposer's staff and not as employees of the City.

B. Food Service:

1. At a minimum, the Proposer shall provide food service at the Restaurant during regularly scheduled operating hours as approved by the City, which may include breakfast, lunch and dinner type service with or without alcoholic beverages to the general public seven days a week. The selected Proposer shall be responsible for any and all licenses required for delivering such services.

The selected Proposer may provide additional services for a fee, such as birthday parties, catering, group sales, banquets, etc., only if it does not affect the general operation and operating hours of the restaurant and does not interfere with the normal operations of Government Center.

2. The selected Proposer shall maintain all food service amenities and equipment in a safe and careful manner as outlined in the Florida Health Hygiene Codes and Standards (see Attachment "B").

END OF SECTION



**Section 4
 Evaluation Process**

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

The purpose of the firm’s proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the referenced project herein in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

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

The Evaluation Committee shall review and evaluate the proposal(s) received in response to this solicitation. The Evaluation Committee will be responsible for selecting the most qualified Firm to contract with for the services described in this solicitation. The weighted scoring criteria contained below in this solicitation, shall be the basis of selection.

4.2 EVALUATION CRITERIA: Proposals will be evaluated on the criteria listed below.

ITEM #	<u>EVALUATION CRITERIA</u>	MAXIMUM POTENTIAL POINTS
1.	<p>FIRM QUALIFICATIONS:</p> <ul style="list-style-type: none"> • Evidence of a positive reputation in the restaurant industry. • Experience in restaurant/bar operations. • Proposers with previous experience operating a restaurant on public property and/or having two or more current successful restaurant operations may receive higher points. • Proposers with previous experience operating a successful restaurant. • Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors. • Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member. • Respondent must provide the resume(s) of the manager(s) and representative(s) responsible for day-to-day operations and maintenance. 	20



2.	<p>PROJECT APPROACH:</p> <ul style="list-style-type: none"> Proposers approach methodology to providing the services requested in this solicitation. A description of the proposed motif, décor and equipment. Marketing Strategies- describe your marketing plan to attract and retain a large customer base including local residents, nearby/onsite employees, businesses tourist. Management Policies and Customer Service Structure. A floor plan sketch of the area to be leased to the Proposer with the expected square foot usage listed. Provide sample menu and proposed prices for both the bar and the restaurant. Provide the type of cuisine, what meals will be served e.g. breakfast, lunch or dinner and, hours of operation. Describe routine procedures for maintaining restaurant standards to the highest level, including, but not limited to cleanliness of the location, cleanliness of fixtures, and the orderly and adequate display of décor and glassware. 	25
3.	<p>CAPITAL INVESTMENT:</p> <ul style="list-style-type: none"> Estimated project costs and the total projected capital investment for the initial build-out. The Capital Investment shall not include financing costs, interest, and inventory. Expenditures for architectural services, engineering services, materials, and construction may be counted toward the Capital Investment. 	10
4.	<p>FINANCIAL CAPABILITY: - SUBMIT IN A SEPARATE SEALED ENVELOPE</p> <ul style="list-style-type: none"> Firm(s) must submit audited financial statements for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement or certified copy(ies) of federal income tax return(s), and unaudited financial statements. 	10
5.	<p>REFERENCES:</p> <ul style="list-style-type: none"> References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services. 	10
6.	<p>PROPOSAL FEES (TO BE COMPLETED IN SECTION 6.1):</p> <ul style="list-style-type: none"> Base Rent AND Percentage Rent <p>The City shall have the option to negotiate final fee with selected proposer.</p>	25
	TOTAL POINTS	100



4.3 **NEGOTIATIONS**

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

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next highest ranked 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 updated documents to the City as requested below:

- a) Its most recent 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 appropriate 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.

4.4 **ORAL PRESENTATIONS**

During the evaluation process, the committee may, at its discretion, request any one or all Firms to make oral presentations. Such presentations will provide Firms with an opportunity to answer any questions the committee may have on a Firm's proposal. Not all firms may be asked to make such oral presentations. The committee reserves the right to schedule a site visit to the proposed firm's restaurant facility, if feasible. If food is consumed during the visit, each evaluation member will pay out of pocket for their meal.

END OF SECTION



Section 5 Proposal Format

5.0 MINIMUM QUALIFICATION REQUIREMENTS (MQRs)

Proposer must read the MQRs first to ensure your firm meets these requirements in order to provide a response to this RFP. Firms that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered.

Proposer must provide all MQRs as requested, in addition to the information requested below.

5.1 FORMAT:

Proposers must submit (1) original and five (5) copies and (1) USB drive 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 RFP number, and the page number. The City reserves the right to request additional data or material to support Proposals. All material submitted in response to the RFP will become the property of the City.

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. COMPANY INFORMATION:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC)
- Date Founded
- Home office address and telephone number, and local address and phone number
- List of any prior or pending litigation in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years
- Proof of insurance
- Email Address
- W9
- Address all Minimum Qualification Requirements



2. QUALIFICATIONS:

Successful Proposers will be experienced business owners with a proven track record the necessary capital to make this a viable business idea. Interested parties should provide information indicating that they will be able to successfully operate their proposed business as a tenant in the Restaurant, including the financial capacity to build out and properly equip the facility in order to operate it. A résumé of relevant professional experiences is required. Additionally, if the proposed business is an expansion of an existing business, or if the Proposer is currently operating or has previously operated a similar commercial business.

3. APPROACH / METHODOLOGY / STAFFING:

Proposers should provide a detailed description of the proposed business. At a minimum, this description should include the following information:

- Types of products sold/services offered, including sample menu
- Estimated price points for said products/services and
- Proposed layout of seating areas
- 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
- Proposers should provide proposed hours of operation.

The proposed business should create an appealing concept that can serve as a catalyst for increased activity at the Restaurant. Proposers should provide information that will allow the City to understand the character, style and ambiance of the proposed business.

Proposers should provide descriptions and visual aids of proposed signage (if any), décor, and proposed layout and styles of furniture. The plan should also include an assessment of the target market and potential competition.

4. CAPITAL INVESTMENT:

Proposer shall submit the budget number for the build-out of the restaurant facility, broken down into costs for Design and Construction phases.

5. FINANCIAL CAPABILITY: - **SUBMIT FINANCIAL STATEMENTS IN A SEPARATE SEALED ENVELOPE TITLED "EXEMPT FROM PUBLIC RECORDS PER §119.071, FLA. STA."**

Firm(s) must submit audited financial statements for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow



statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement or certified copy(ies) of federal income tax return(s), and unaudited financial statements.

6. **REFERENCE(S) - PER MQR # 2**

Firm shall provide a **minimum of one (1) reference letter from a landlord** in which Contractor served as **Primary tenant** for a restaurant facility similar in size. **OR**, Proposer must provide a **good standing bank reference** reflecting their mortgage payment history within the last five years.

- The Reference must be supplied on bank/landlord holder's Letterhead
- The Reference letter must be signed with contact person and phone number.

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

7. **PROPOSED RENTAL SCHEDULE**

Each Proposer shall submit the chart below in their price proposal. Any pricing conditions or contingencies must be clearly stated.

8. **CONTRACT FORMS**

All Proposers must complete and submit Bid Submittal Forms and Affidavits included in this document.

9. **EXCEPTIONS:**

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

END OF SECTION



SECTION 6.1
RENT PROPOSAL SHEET

I. Proposer must use the Proposal Sheet below to submit Proposer's Base Monthly Rent and Percentage Rent (as defined in Section 2.14 and 2.15) for the Lease.

II. Proposer must completely fill out each row below.

III. Not applicable or "N/A" is not acceptable and will cause Firm to be determined nonresponsive.

IV. An authorized officer per the Proposer's Sunbiz, must sign this Rent Proposal Sheet.

It is the intent of the City to provide a restaurant facility with the best possible service to the public. The City makes no guarantee that this project will be a financial success for the City or for the selected Proposer. Each Proposer must fill in the boxes in all the columns in the table below:



		Proposed Lease Payments				
Type of Rent/Fees	Description	1/1/2023-12/31/2023	1/1/2024-12/31/2024	1/1/2025-12/31/2025	1/1/2026-12/31/2026	1/1/2027-12/31/2027
A	Base Monthly Rent* Based on per square foot annually, based on square footage in design proposed by the Proposer; due monthly. (See 2.14)	\$	\$	\$	\$	\$
B	Annual Base Monthly Rent (A x 12)	\$	\$	\$	\$	\$
C	Percentage Rent % of net sales from restaurant sales; due quarterly (See 2.15)	%	%	%	%	%
D	Projected Net Sales Projected Annual Gross Receipts (See 2.15 (ii))	\$	\$	\$	\$	\$
E	Calculated Percentage Rent (C x D)	%	%	%	%	%
F	Estimated Total Lease Payments (B + E)	\$	\$	\$	\$	\$

*Minimum proposed base monthly rent \$20,000.

ENSURE TO TYPE IN YOUR RESPONSE ABOVE. DO NOT HAND WRITE IN THE PROPOSED NUMBERS.

I, _____,

Name of authorized Officer per Sunbiz and/or legal documentation Title of



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



DELIVER TO:

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

**REQUEST FOR PROPOSALS
SECTION 7
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.
October 7, 2022**

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

Date Issued:
September 9, 2022

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

**RFP 22-09-01
Restaurant Lease and Operations at 18050 Collins Ave, Sunny Isles Beach**

PURCHASING MANAGER:
GENESIS CUEVAS

Firm Name:

RETURN ONE ORIGINAL, FIVE COPIES AND ONE USB OF SUBMITTAL PAGES AND AFFIDAVITS

FAILURE TO SIGN PAGE 42 OF THE BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE.



SECTION 8

BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

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

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II: **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

Restaurant Lease and Operations at 18050 Collins Ave, Sunny Isles Beach

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 Work within the time frame referenced herein and enter into a Lease Agreement with the City as indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposers accepts all of the terms and conditions of the Request for Proposals 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 phase of the project and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the Notice to Proceed and Contract Documents.

Firm Name:

Street Address:



Mailing Address (if different):

Telephone No. _____ Fax No. _____

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

****By signing this document the Proposer agrees to all Terms***

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.



REASON FOR “NO BID”

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

Please return via email to Purchasing@sibfl.net.

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

Circle all that apply from below list: _____

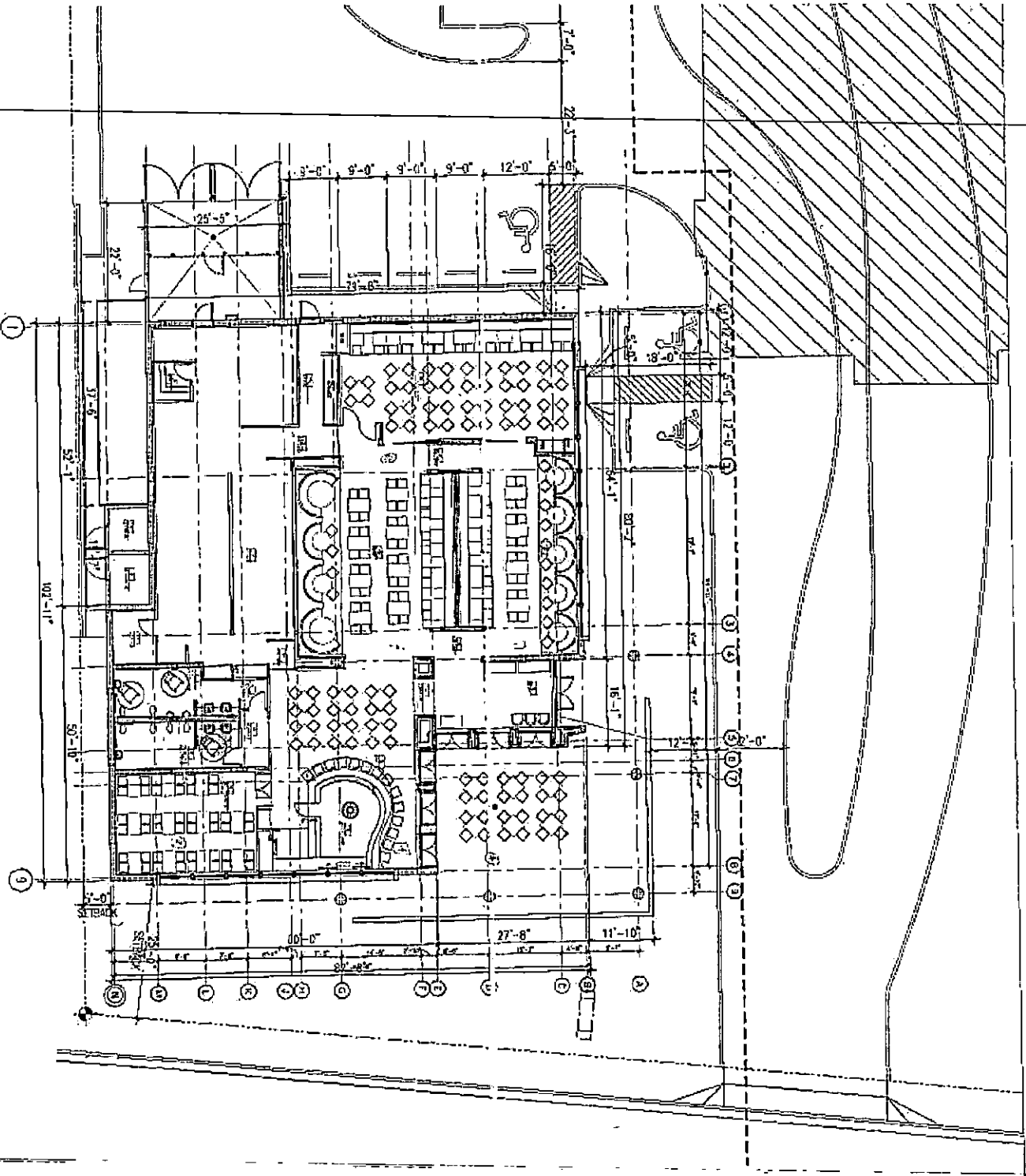
- a. We do not offer these services or equivalent.
- b. Insufficient time to respond to the solicitation.
- c. Our project schedule would not permit us to perform.
- d. Unable to meet requirements.

Other:

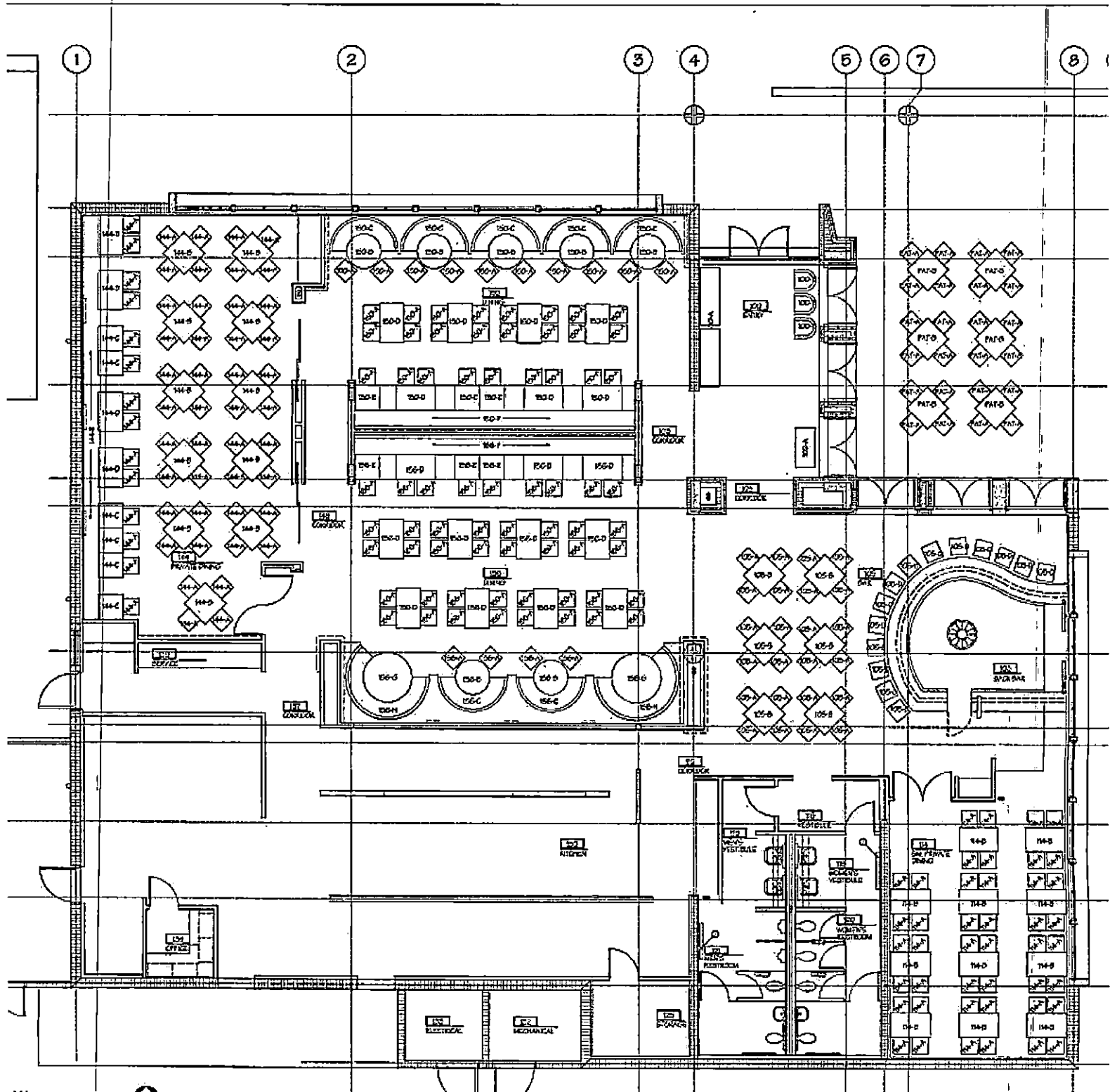


ATTACHMENT A





1 SEATING PLAN



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144-B
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147-A
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147-C
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144-KITCHEN

145-KITCHEN

146-KITCHEN

147-KITCHEN

148-KITCHEN

149-KITCHEN

150-ELECTRICAL

151-MECHANICAL

152-PLUMBING

153-RESTROOM

154-RESTROOM

155-RESTROOM

156-RESTROOM

157-SANITARY

158-SANITARY

159-SANITARY

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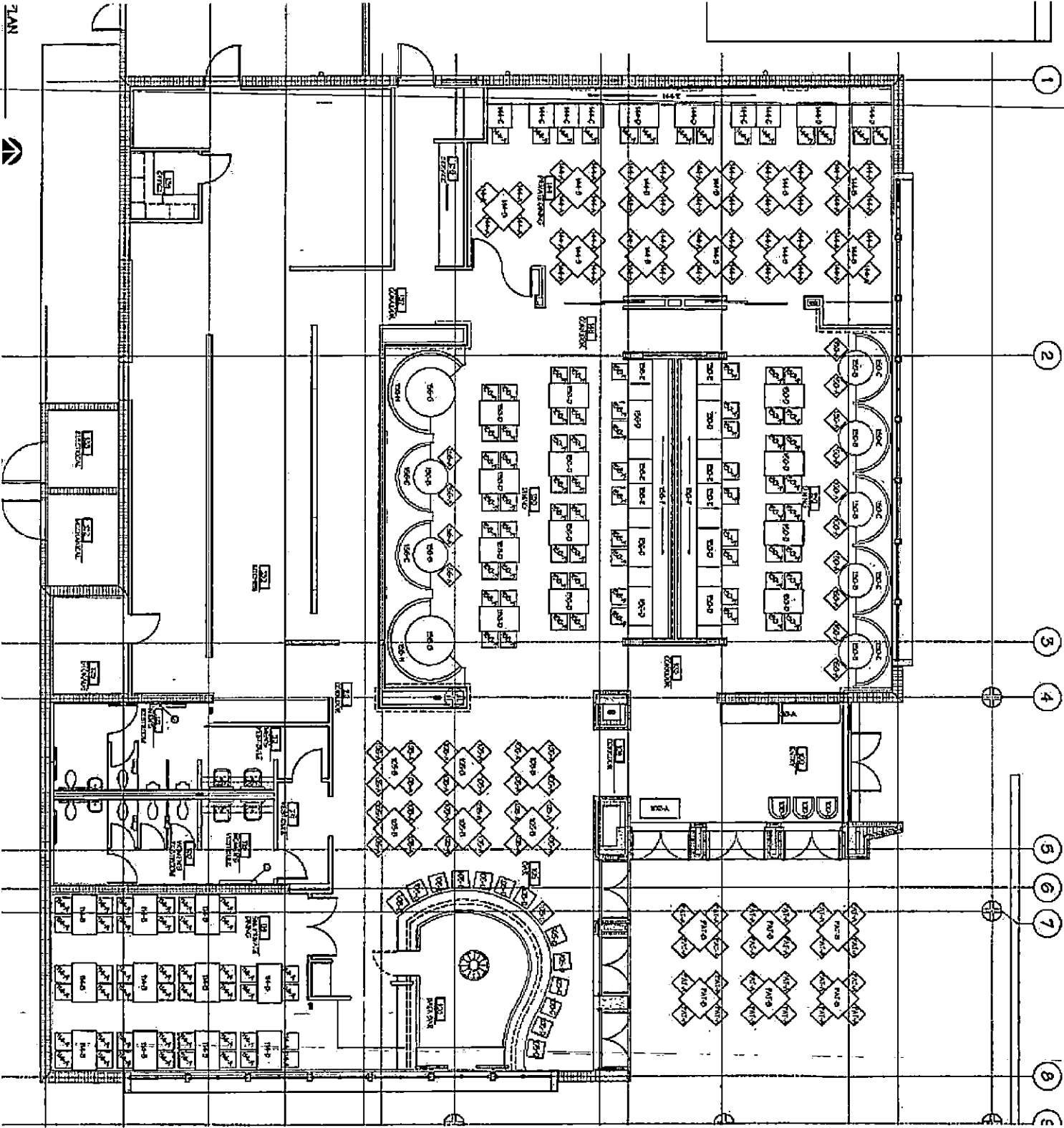
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AFFIDAVITS





PUBLIC ENTITY CRIMES

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

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

PUBLIC ENTITY CRIMES

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

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

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

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

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

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

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

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

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

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

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

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

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

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

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

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

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

By:

(Signature)

(Printed Name)

(Title)

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

(AFFIX NOTARY STAMP HERE)

Signature:

Personally Known _____ OR Produced Identification _____



EQUAL OPPORTUNITY /
AFFIRMATIVE ACTION

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

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

Signed: _____

Title: _____

Firm: _____

Address: _____



CONFLICT OF INTEREST

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

CONFLICT OF INTEREST STATEMENT

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

STATE OF FLORIDA
COUNTY OF _____

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

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

18.2. The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. _____ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

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

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

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

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

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

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

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

Dated this _____ day of _____, 2022.

AFFIANT

Print or Type Name and Title

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

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

NOTARY PUBLIC STATE OF FLORIDA



DISPUTE DISCLOSURE

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

DISPUTE DISCLOSURE FORM

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

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

YES _____ NO _____

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

YES _____ NO _____

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

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

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

Firm

Date

Authorized Signature

Print or Type Name and Title



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



PERFORMANCE BOND

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

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the City of Sunny Isles Beach, Florida, as Obligee, hereinafter called City, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, Bid/Contract No, awarded the day of _____, 20____, with _____ in accordance with contract documents prepared by the City of Sunny Isles Beach, which Contract is by reference made a part hereof, and is hereafter referred to as the Contract;

THE CONDITION OF THIS BOND is that if the Contractor:

1. Fully performs the Contract between the Contractor and the City for services described within (Bid No. _____) within _____ calendar days after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other consequential damages caused by or arising out of the acts, omissions or negligence of Contractor), expenses, costs and attorney's fees including attorney's fees incurred in appellate proceedings, that City sustains because of default by Contractor under the Contract; and
3. Upon notification by the City corrects any and all defective or faulty Work or materials which appear within one and one half (1 1/2) years, and:
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this Bond is void, otherwise it remains in full force. Whenever Contractor shall be, and declared by City to be, in default under the Contract, the City having performed City's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - 4.1. Complete the Contract in accordance with its terms and conditions; or
 - 4.2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the best, lowest, qualified, responsible and responsive Proposers, or, if the City elects, upon determination by the City, and Surety jointly of the best, lowest, qualified, responsible and responsive Proposers, arrange for a Contract between such Proposers and City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price." as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by City to Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20_____.

WITNESS:

Secretary

(CORPORATE SEAL)

BY:

(Name of Corporation)

(Signature)

(Type Name and Title Signed Above)

IN THE PRESENCE OF; INSURANCE COMPANY:

BY:

***Agent and Attorney-in-Fact**

* (Power of Attorney must be attached)

(Address)

(City/State/Zip Code)

(Telephone)

STATE OF FLORIDA

COUNTY OF _____

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:

Signature: Notary Public – State of Florida

Print or Type Commissioned Name

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

E-Verify Affidavit

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

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

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

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

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2022.

By _____

Is personally known to me

Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date