REQUEST FOR PROPOSALS

RFP # 24-12-01 CITYWIDE ELEVATOR MAINTENANCE AND REPAIRS

RELEASE DATE:	DECEMBER 10, 2024
VIRTUAL NON-MANDATORY PRE-PROPOSAL MEETING	MONDAY, DECEMBER 16, 2024 AT 11:00 AM https://us02web.zoom.us/j/86529744022
ALL QUESTIONS DUE:	FRIDAY, DECEMBER 20, 2024 AT 5:00 PM
SUBMISSION DUE DATE:	MONDAY, JANUARY 13, 2025 AT 11:00 AM
SUBMIT <u>ELECTRONIC</u> PROPOSALS TO:	RESPONDENTS SHALL SUBMIT ALL PROPOSALS ELECTRONICALLY THROUGH WWW.DEMANDSTAR.COM. THE CITY IS ONLY ACCEPTING ELECTRONIC SUBMITTALS VIA DEMANDSTAR AT <u>WWW.DEMANDSTAR.COM</u>
	PROPOSALS WILL BE OPENED ELECTRONICALLY VIA ZOOM: https://uso2web.zoom.us/j/88082934456



TABLE OF CONTENTS	PAGE NO.
LEGAL ADVERTISEMENT/ NOTICE TO FIRM	3
GENERAL TERMS & CONDITIONS	4
SPECIAL TERMS & CONDITIONS	11
SCOPE OF WORK / TECHNICAL SPECIFICATIONS	18
EVALUATION PROCESS	22
PROPOSAL FORMAT	28
PROPOSED PRICE SCHEDULE	31
BID SUBMITTAL FORM	35
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	
EXHIBIT	
EXHIBIT A – ELECTRONIC SUBMISSION DEMANDSTAR	

LEGAL ADVERTISEMENT NOTICE TO FIRM

ELEVATOR MAINTENANCE AND REPAIRS REQUEST FOR PROPOSALS NO. 24-12-01

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

Sealed Proposals will be received by Purchasing and City Clerk no later than **11:00 AM ON MONDAY, JANUARY 13, 2025** on <u>DemandStar.com</u>. Proposals received after this time will not be considered. The City is under no obligation to return proposals. Timely submitted proposals will be opened publicly and names of firms read aloud at this time electronically via Zoom: https://us02web.zoom.us/j/88082934456.

RFP 24-12-01 ELEVATOR MAINTENANCE AND REPAIRS OPENING DATE AND TIME: MONDAY, JANUARY 13, 2025 AT 11:00 AM

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

The City will host a non-mandatory pre-proposal conference on **MONDAY**, **DECEMBER 16**, **2024 AT 11:00 AM** via Zoom: https://us02web.zoom.us/j/86529744022

All questions regarding this RFP shall be directed <u>in writing</u> to Purchasing by **FRIDAY**, **DECEMBER 20**, **2024 AT 5:00 PM.** Questions must be submitted via email to: <u>Purchasing@sibfl.net</u>.

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 CONDITIOONS 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 Proposer from submitting their Bid on the required date and time as publicly noted.

1.2 PLAN HOLDER'S LIST:

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

1.3 ADDENDA TO SPECIFICATIONS:

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

1.4 SPECIAL ACCOMMODATIONS:

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at lease 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 <u>may not</u> submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not

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

1.6 PROPOSALS DEADLINE:

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

1.7 SEALED BID:

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

1.8 <u>BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:</u>

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

1.9 WITHDRAWAL OF PROPOSALS:

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

1.10 BID OPENING:

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

1.11 EVALUATION OF PROPOSALS:

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

1.11.1 Hold Harmless: All Proposer's shall hold the City, its officials and employees harmless and covenant

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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

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

1.12 AGREEMENT:

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

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

1.13 PAYMENTS:

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

1.14 BRAND NAMES:

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

1.15 MATERIAL:

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

1.16 SAMPLES:

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

1.17 QUANTITY GUARANTY:

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

1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:

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

1.19 SAFETY STANDARDS:

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

1.20 WARRANTIES:

Successful Proposers shall act as agent for the City in the followup and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

1.21 COPYRIGHTS/PATENT RIGHTS:

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

1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):

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



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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 licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor 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 <u>DEFAULT PROVISION:</u>

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 <u>DEFINITIONS:</u>

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



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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.

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City: City of Sunny Isles Beach, 18070
Collins Avenue, Sunny Isles Beach,

Florida 33160.

Contract Documents: Contract Documents shall include,

Instructions Proposers, to Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these Conditions, General Special Conditions, the Technical Drawings Specifications, 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.

of the city 3 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.

execution of the Agreement.

Notice of Award: The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by

him within the time specified, City will execute and deliver the Agreement to

....

Samples: Physical examples which illustrate

materials, equipment or workmanship and establish standards by which the

Work will be judged.

Specifications: Those portions of the Contract

Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as

applied to the Work.

Statement of Services: The form furnished by the City which

is to be used by the Contractor in

requesting progress payments.

Supplier: Any person or organization who

supplies materials or equipment for the Work, including that fabricated to a special design, but who does not

perform labor at the site.

Work: Any and all obligations, duties and

responsibilities necessary to the successful completion of the Lease assigned to or undertaken by Tenant under the Contract Documents. including all Tenant Improvements, build-out obligations, labor, materials. equipment and other incidentals, and the furnishing thereof. Tenant Improvements means 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, instructions, approvals and disapprovals required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

1.31 PROPOSAL AWARD:

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

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

1.32 EXECUTION OF AGREEMENT:

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

1.33 LAWS AND REGULATIONS:

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

1.34 <u>TAXES:</u>

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 <u>DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:</u>

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 <u>CITY MAY TERMINATE:</u>

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.
- $\begin{tabular}{lll} {\bf 1.37.4} & & {\bf The \ admission \ by \ Tenant \ of \ its \ inability \ to \ pay \ debts as they mature.} \end{tabular}$
- 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.

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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 in jury or damage.

1.39 WAIVER OF JURY TRIAL:

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

1.40 GOVERNING LAW:

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

1.41 VENUE:

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

1.42 ARBITRATION:

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

1.43 PROJECT RECORDS:

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

1.44 <u>SEVERABILITY:</u>

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 <u>INDEPENDENT CONTRACTOR:</u>

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

1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:

Pursuant to Florida Statutes Section 287.135, and subject to limited exceptions contained therein, a company is ineligible to,



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and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if at the time of bidding, submitting a proposal for, or entering into or renewing a contract, the company is on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the company submitted a false certification, or at the time of bidding, submitting a proposal for, or entering into or renewing a contract, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List. created pursuant to Florida Statute Section 215.473, or is or has been engaged in business operations in Cuba or Syria, after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

Contractors must submit the certification that is attached to this agreement. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in

writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

1.47 <u>Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting</u>

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

End of Section



Section 2 Special Terms and Conditions

2.1 **PURPOSE OF REQUEST:**

The City of Sunny Isles Beach, Florida, (the "City") a municipality located in Miami-Dade County, Florida, seeks to establish a contract with a qualified elevator maintenance contractor "(the "Contractor," "Service Provider," or the "Proposer") to provide monthly elevator preventive maintenance, inspection and testing services required by the Florida Department. All work shall be in accordance with the applicable provisions of Chapter 399, Florida Statutes, governing elevators, as an elevator service contractor. The awarded Contractor shall perform routine and periodic inspections and tests on the elevator components. The periodic tests shall be conducted at the frequencies stated, and shall follow the procedures set forth in the ASME A17.1 Safety Code for Elevators and Escalators, Part X and ASME A17.2 Inspector's Manual. The Contractor shall obtain and post signed inspection certifications and other standard forms in the elevator machine rooms as required. The contractor shall provide copies to the Facilities Manager.

Before submitting a proposal, the proposer must:

- (a) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work;
- (b) study and carefully correlate their observations with the requirements of Contract Documents, and
- (c) notify Purchasing of all conflicts, errors, or discrepancies in the RFP Documents.

2.2 <u>VIRTUAL NON-MANDATORY PRE-PROPOSAL CONFERENCE</u>

A non-mandatory pre-proposal conference will be held on <u>MONDAY, DECEMBER 16, 2024 AT</u> <u>11:00 AM</u> to discuss the special conditions and specifications included within this solicitation. It is strongly encouraged that Firms interested in proposing to this RFP attend the meeting as a tool to be successful in responding to the City's solicitation.

Zoom invite: https://us02web.zoom.us/j/86529744022

2.3 MINIMUM QUALIFICATION REQUIREMENTS (MQRS)

- 1. Please read the MQRs to ensure the Firm meets these requirements prior to submitting a response to this RFP.
- 2. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.
- 3. Firms that do not comply with MQRs may be determined non-responsive and disqualified.
 - a. The <u>Prime Firm</u> shall hold the proper license from the Department of Business and Professional Regulation's to perform the Scope of Work set forth within this solicitation to include being licensed with a

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STATE: Florida Department of Business and Professional Regulation Elevator Company

AND

Any required elevator maintenance/repair certification required in Florida and Miami-Dade County along with registration to conduct business in the State of Florida in all required disciplines.

Proposing Firm must provide a copy of the applicable license(s) with Firm's response.

<u>Employees of the Elevator Contractor must hold a Florida Elevator Certificate of Competency certification.</u>

Proposer must submit all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida. Occupational/business licenses are required as applicable.

- b. Proposer must demonstrate a strong documented track record of providing Electrical Maintenance Services, for a minimum of <u>three (3) commercial clients</u>, within the last three (3) years, 2021-2024.
- c. The Proposer shall provide <u>reference letters</u> for <u>no less than three (3) clients</u> in which the Proposer served as <u>Prime Firm</u> for projects similar in size and scope within the last <u>three (3) years, 2021-2024</u>. <u>Please note that the references must be for the same projects in response to MQR "b" above.</u>

2.4 TERM OF CONTRACT

This contract will commence upon execution by both parties which shall be effective for two (2) years, succeeding approval of the contract by the City Commission, or designee, unless otherwise stipulated in the PO order. The contract shall be contingent upon the completion and submittal of all required documents. This contract shall remain in effect until the completion of services, provided that the services rendered by Firm during the contract period are satisfactory and that City funding is available as appropriated on an annual basis. However, in the event funding is not appropriated on an annual basis during any particular year within the contract period, the contract may be canceled upon thirty (30) days written notice to Firm. In such an event, the City shall only be responsible for the reasonable value of services performed prior to the effective date of termination.

2.4.1 OPTIONS TO RENEW

Prior to, or upon completion, of the first initial two (2) year term, the City shall have the option at its sole discretion to renew the contract for three (3) additional one-year renewals. The contractor agrees not to assign or transfer the contract, or any portion thereof, without written approval of the City of Sunny Isles Beach.



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

It is the Bidder's responsibility to request any pricing adjustment under this provision, which shall **not exceed 5%.** For any adjustment to commence on the first day of any exercised option period, the Bidder's request for adjustment shall be submitted no later than ninety (90) days prior to expiration of the then current contract term. In no event will the price be increased or decreased by a percentage greater than the percentage change reflected in the C.P.I. as published by the U.S. Department of Labor. If no adjustment request is received from the Bidder, the City will assume that the Bidder has agreed the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.5 METHOD OF AWARD

The proposal must address all points outlined in the specifications of this RFP. The proposal must provide clear and concise information of the Proposer's capability to satisfy the requirements of the RFP.

See section 4 of this solicitation.

2.6 PRICE

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

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

2.7 DELIVERY

F.O.B. Destination.

2.8 BACKGROUND CHECKS – LEVEL 2

The successful bidder and all personnel employed by them shall be required, at their sole cost and expense, to pass a criminal background check prior to award of the contract, and every renewal



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term, which background check shall be facilitated through the City's Human Resources Department. Contractor expressly understands and agrees that a duty is hereby created under the Contract that requires Contractor to provide ongoing disclosure throughout the term of the Contract as provided for herein relative to the criminal background screening required by this Section. The criminal background check shall consist of a Florida department of Law Enforcement ("FDLE") Florida crime information center/national crime information center ("FCIC/NCIC") criminal records check. Any employee not meeting this requirement will not be permitted to work at any city facility. The successful proposer shall be required to coordinate the criminal background checks through the City by contacting Human Resources at 305-792-1708. The cost of the fingerprints is \$67.75 per person.

2.9 **INSURANCE**

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

2.9.1 Comprehensive General Liability Insurance

Contractor shall be required to purchase, maintain, and keep in full force, effect, and good standing, Comprehensive General Liability with primary limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate during the initial and any renewal term of this Agreement. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and Ongoing Completed Operations on a primary and noncontributory basis including waiver of subrogation on behalf of the City of Sunny Isles Beach.
- Independent Contractors
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold
- Harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

2.9.2 Umbrella Insurance (Follow-form)

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

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2.9.3 Worker's Compensation Insurance

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

2.9.4 Business Automobile Liability

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

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

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

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

2.9.5 Cancellation and Re-Insurance

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall notify the City of Sunny Isles Beach immediately and the Firm shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Firm and must be approved by the City. At the option of the City, either the Firm shall eliminate or reduce such deductible or the Firm shall procure a Bond, in a form satisfactory to the City, covering the same.

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

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2.10 MONTHLY / QUARTERLY INVOICES PAYMENTS

Awarded contractor shall submit invoice for review and processing to Accountspayable@sibfl.net.

2.11 MULTIPLE AWARD

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

2.12 CLEAN-UP

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

2.13 COMPLIANCE WITH FEDERAL STANDARDS

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

2.14 SUBCONTRACTORS

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

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



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

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

2.16 PUBLIC RECORDS LAW

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

Contractor shall conduct **monthly** scheduled evaluations of equipment performance, including car speed, door operations, riding quality, and car leveling. Following such evaluations, the Contractor shall perform adjustments, repairs, and replacements required to maintain manufacturer's operating performance. A written copy for each evaluation shall be furnished to the Project Manager. The Elevator Contractor is to furnish all labor, tools, materials, replacement parts, equipment and consumables to perform elevator preventive maintenance, repairs and callback services. The awarded Contractor must facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the vertical transportation equipment covered by this Agreement.

The Services shall be performed in a diligent and first-class manner, with quality supplies, materials, equipment, and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants, visitors, or other occupants of the property. Not more than one elevator, chairlift, and platform lift per facility shall be out of service at one time for regular maintenance lubrication and servicing. Services shall include all labor, parts, tools, supplies, consumables (all lubricants including but not limited to Contractor shall conduct, towels, cleaning supplies, etc.), scaffolding, machinery, hoists, employee safety equipment, equipment, supervision transportation, methods of communication, and all other work and materials required for the elevator to remain in service. Contractor shall maintain the elevators in first class operation and comply with all requirements of the latest revision of American Society of Mechanical Engineers (ASME) Safety Code for Elevators and Escalators ASME A17.1 and any other applicable legal and code requirements. The scope and resulting contract is to assist in establishing the maintenance needs of the equipment specified and assist in planning and scheduling maintenance work necessary to maintain fully operational systems.

The Contractor shall clean equipment to maintain a clean condition and preserve the life of the equipment. The Contractor shall make all repairs attributed to normal wear and use of the elevator system, and the Contractor shall maintain and/or repair any in-ground hydraulic lines or any other equipment that directly affects the operation of the elevators.

Contractor must respond to all services calls within three (3) hours. All work performed shall have a minimum 1-year parts and labor warranty. The Contractor will maintain all elevator equipment as hereinafter described on the terms and conditions subsequently set forth.

Location(s):

Location	<u>Address</u>	<u>Manufacturer</u>	Type of Equipment	<u>Current</u> <u>Maintenance</u> <u>Contract</u>	Type of Unit
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	Hydraulic 2-3 openings
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	Hydraulic 2-3 openings
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	Hydraulic 2-3 openings
Pelican Community Park	18115 North Bay Road	Schindler	Hydraulic	Oracle	Geard to 10 openings
Heritage Park	19200 Collins Avenue	Otis	Hydraulic	Oracle	Hydraulic 2-3 openings
Heritage Park	19200 Collins Avenue	Otis	Hydraulic	Oracle	Hydraulic 2-3 openings
Gateway Park	151 Sunny Isles Boulevard	Kone	Geared	Oracle	Geard to 10 openings
Gateway Park Garage	151 Sunny Isles Boulevard	Kone	Geared	Oracle	Geard to 10 openings

ADDITION OF FUTURE FACILTIES

The City may require the addition of services to the contract if the requirements and needs of the City change. This may entail additions of services required at locations not referenced in the plans/specifications. Upon the City's request, the Contractor shall provide the City with a cost for the additional locations and/or services based upon the unit price found in the Price Sheet.

3.1.1 ANNUAL SAFETY TESTING

Test equipment as outlined in the American National Safety Code for Elevators and Escalators, ANSI A17.1, current edition as of the effective date of this agreement. The awarded contractor will perform governor and safety tests on traction elevators once per year and relief pressure tests on hydraulic elevators once per year.

The city agrees to pay for any costs of a third-party inspector or inspection fees.

3.1.2 MONTHLY REGULAR SCHEDULED MAINTENANCE SERVICE:

Elevator Contractor expressly acknowledges that the City is relying on Elevator Contractor's professional expertise in performance of Services to achieve desired results. Under no circumstances shall a mechanic be called away from the job site until the scheduled maintenance is completed.

Elevator Contractor agrees to **monthly** examine, clean, lubricate, adjust, and, as conditions warrant, repair, or replace all vertical transportation equipment included under the Agreement at least on a monthly basis. Elevator Contractor shall maintain elevator machine rooms, hoistways, pits, car tops, and equipment in or on these areas in a consistently clean condition. The Elevator Contractor will replace parts and material in order to maintain the equipment in safe operating condition. Where applicable, the contractor shall perform, but shall not be limited to, the following maintenance procedures:

a. The contractor shall maintain, at all times, the original contract speed in feet per minute, unless otherwise instructed by the Project Manager. Contractor shall perform all adjustments required to maintain the proper door opening and closing time, within limits of applicable codes. Operating



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systems for each unit or group of units shall be checked continuously and necessary tests and corrections shall be done to ensure all circuits are correct and time settings are properly adjusted.

- b. The Contractor shall keep guide rails properly lubricated, except where roller guides are used and replace guide shoe gibs or rollers, when required to provide smooth and quiet operation. Control cables shall be replaced when required, or as provided for in the maintenance schedule, whichever comes first. The Contractor shall annually clean the elevator hoist way and related equipment, including rails, inductors, hoist way door hangers and tracks, related devices, switches, buffers, car tops, and pit areas.
- c. If applicable, the gear case shall be drained and flushed to remove sediment and grit and refilled with new gear oil as per manufacturer's specifications. All lubricants used must be according to the manufacturer's specifications or better.
- d. Contractor shall be responsible for replacing all wire ropes as often as necessary to maintain an appropriate factor of safety, according to manufacturer's specifications, and equalize the tension on hoisting ropes, resocket ropes for drum machines and replace conductor cables and hoist way and machine-elevator wiring.
- e. Adjustments shall be made to elevators in accordance with the original manufacturer's specifications to maintain the original contact speed, the original performance time, including acceleration and deceleration, as designed by the original manufacturer. The contractor shall perform adjustments required to maintain the original door opening and closing times, or as otherwise agreed within the limits of applicable codes.
- f. Contractor shall check the group dispatching systems and make tests to determine if circuits and time settings are properly adjusted and adjust necessary for the system to perform as designed by the original manufacturer.
- g. The elevator machine rooms, secondary areas, elevator hoist ways, and pit areas shall be kept clean at all times. Contractor shall be responsible for keeping the machine rooms, the exterior of the machinery, and any other parts of the equipment subject to rust, properly painted, identified, and presentable at all times. During each examination, all accumulated refuse in the pit areas shall be discarded off-site. Due to the fumes associated with painting, the Contractor must obtain permission and coordinate with the Public Works Coordinator for the appropriate time to schedule the painting.
- h. Machine worn gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings, and component parts.
- i. Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings.
- j. Silicon control rectifiers, reactors, filters, mufflers, heat sinks, amp traps, transducers, and all control components must be included.



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- k. Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment.
- <u>3.</u> Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs.
- I. Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller.
- m. Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.
- n. Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws.
- o. Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components.
- p. Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.
- q. Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.
- r. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- s. Elevator Contractor shall repair damage to car and hoistway doors finish when caused by improper adjustment or maintenance of associated equipment.
- t. Storage Cabinet: Elevator Contractor will be permitted to provide metal spare parts cabinets of suitable size for storage of spare parts and wiring diagrams in each machine room. No open storage of parts or other items shall be permitted.
- u. Test automatic dialing communication systems/emergency phones in elevator cars and maintain, repair or replace as originally installed. Emergency phones shall be configured to the County's standard.

The City reserves the right to conduct independent tests when advisable, to determine whether the requirements of this contract are being fulfilled. Should it be found the required standards are not being satisfactorily maintained, the City may immediately require the Contractor to place the elevators in condition to meet contract requirements. The Contractor's failure to comply with such a requirement within thirty (30) days shall constitute a circumstance under which the City may terminate the contract. If the equipment is not promptly brought up to standard, the City

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may enter into an agreement with the secondary contractor to perform such work and charge the total cost to the Contractor.

3.1.3 Materials Included in Services:

Services shall include all materials.

The term "materials" shall include all tangible property, whether designated as materials, goods, parts or otherwise.

All such materials shall be as follows:

- New, as specified herein.
- Good quality and suitable for their intended use. Utilize original equipment, manufacturers' materials, or approved equal goods or parts, for all renewal, replacement, repair, and lubrication procedures.
- It shall be the Elevator Contractor's responsibility to obtain and provide proof of obsolescence to the owners when a part cannot be found from an original elevator manufacturer or from any qualified third-party or after-market supplier. The Elevator Contractor cannot label or claim a component is obsolete and charge for replacement of that component in lieu of repairing or replacing that component under the maintenance Agreement. A change in component part(s) that are interchangeable in form, fit, and function shall be considered a replacement part and as such are covered and included under this specification.

3.2 EQUAL PRODUCT:

Manufacturer's brand name and model number are used in these specifications for the purpose of establishing minimum requirement level of quality and standards of performance and design required. This is in no way intended to prohibit the proposing of other manufacturer's items of equal material and function, unless otherwise indicated. Equal (substitution) may be bid, providing the product bid is found to be equal in quality, standards of performance, design, etc. to item specified, unless otherwise indicated. Where equal is proposed, bid must be accompanied by complete factory information sheets (specifications, brochures, etc.) documenting the equipment bid as equal. The CITY, after evaluation of the documentation submitted, will determine if products is approved as equal to the specified request.

3.3 MATERIALS AND PARTS COSTS:

- The cost for any materials, and parts not specified herein furnished by the Contractor shall be based on the Contractor's wholesale price and billed at the Contractor's cost, plus proposed mark-up fee. Markup on sales tax is not permitted. A copy of the parts and materials invoice shall be submitted with the Contractors invoice.
- The City reserves the right to review Contractor's records to verify the charges for any parts



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or materials billed to the City by the Contractor.

- The Contractor shall be responsible for the provision, installation and performance of all parts, materials, etc. offered in their proposal. The Contractor is in no way relieved of the responsibility of assuring the timely delivery of materials, parts, etc. even though it is not of their own manufacture.
- City reserves the right to purchase the parts and material directly for the work, or provide the parts and materials from the City's storage/inventory.

3.4 STORAGE OF MATERIALS

The contractor must provide for its own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, unless it is pre-approved by the City.

3.5 SAFETY

The Elevator Contractor shall take all necessary precautions for the safety of the City's, and Elevator Contractor's, employees at the Property, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The Elevator Contractor shall post signs warning against hazards in and around the Property.

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Florida, and City rules, regulations, or other requirements, as each may apply.

3.6 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

The Contractor shall take extra precaution to protect all property while conducting services. The Contractor shall be responsible for all damage to property whether it be accidental or necessary for the completion of work. If property (public or private) is damaged while contractor is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor within (5) five days after notification, in a manner acceptable to the City.

The Contractor is responsible for protection against mechanical damage which shall include providing protection from vehicles and providing warning signs and barricades as might be necessary, and shall repair, restore, and replace any areas which become damaged as a result of any negligence of the Contractor or employees in complying with these requirements, within (5) five days after notification, in a manner acceptable to the City.

The Contractor shall be responsible for applying for and securing any permits that may be required to complete work. Such property shall include but not be limited to existing facilities and all their components, site amenities, concrete and/or asphalt surfaces, vehicles, structures, sidewalks, curbs and gutters, driveways, utilities, etc. The Contractor must provide protection necessary to prevent damage to property being repaired or replaced. If the work site has any pre-existing damage, the Contractor shall notify the City in writing. Failure to do so shall oblige the contractor to make repairs.

3.7 SCHEDULE

All maintenance procedures and repairs should be performed during regular working hours,



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Monday through Friday, 7:30AM - 4:00PM except for holidays, unless requested and scheduled by the Public Works Coordinator. Lamp and signal replacements shall be performed during regular maintenance service.

Contractor should perform all preventive maintenance and minor adjustment call-back services during regular working hours on regular working days of the elevator trade, with exception of emergency call-back service which shall be available twenty-four (24) hours, seven (7) days a week.

Contractor shall coordinate any major shutdowns for preventive maintenance with the Public Works Project Manager. In the event the Contractor discovers a unit requiring major repair during the regularly scheduled maintenance, Contractor will promptly notify the Public Works Coordinator. Only major repair work or modernization or upgrades authorized by the Town will be performed by the Contractor.

3.8 **CALL-BACKS**

The Elevator Contractor is expected to perform the preventive maintenance work in a manner that will keep the elevator call-backs and outages to a minimum. For purposes of the contract, the following number of call-backs or outages due to equipment failure should not exceed four (4) call-backs, per year, per hydraulic elevator; otherwise, the Elevator Contractor may be considered at failure to maintain the elevator equipment in a suitable manner. Note that the number of call-backs or equipment outages shown does not include conditions related to power failure, excessive vandalism or abuse, or other conditions over which the Elevator Contractor has no control.

The Elevator Contractor shall be critically responsible to the City by promptly responding to emergency service, maintenance, and repair call-backs on the elevator equipment. As part of their proposal package, the Respondent shall indicate their proposed response times.

	J J
Emergency call-backs during regular working hours	Within 60 minutes after the service call
Emergency call-backs during overtime working hours	Within 60 minutes after the service call
Emergency call-backs related to entrapments	Within 60 minutes after receiving the emergency call, regardless of the time of day, seven days per week, including all holidays.

3.9 **PASSWORDS ON COMPUTERIZED ELEVATOR CONTROLLERS**

The Elevator Contractor is strictly prohibited from adding, or incorporating, any type of password, or other means, into any part of the elevator controller equipment that would restrict other elevator contractors' servicing personnel from gaining access to the computerized elevator controllers.



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END OF SECTION



Section 4 Evaluation Process

4.1 Review of Proposals For Responsiveness

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

4.2 **Qualifications Criteria**

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

ITEM	EVALUATION CRITERIA	MAXIMUM
#	MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If	POTENTIAL
	your Firm does not provide all the required MQRs information, your Firm's proposal	POINTS
	will not be reviewed/evaluated, and your Firm's submission will be disqualified.	
1.	FIRM QUALIFICATIONS:	30
	 Experience with elevator maintenance, specifically Miami-Dade County standards. 	
	 Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors. 	
	 Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member. 	
	 Service personnel shall be trained and certified in accordance with all applicable codes/regulations, as well as supervision, scheduling, equipment and materials necessary to satisfactorily provide maintenance services for all elevators. 	
	Any Unique qualifications.	
	# of staff assigned to the contract	
2.	PROJECT APPROACH:	30
	 Proposers approach methodology to providing the services requested in this solicitation. 	
	 Provide list and inventory approach of any tools, materials, supplies and equipment required to perform services. 	
	Explain compliance with safety standards.	
	 Submit any additional information that would assist the City in the evaluation on your proposal. 	



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	Overall organization to completing the project.	
	 Maintenance Records, Examination Logs, Drawings, Diagrams and Manuals. 	
	Emergency call-back response time.	
3.	REFERENCES:	20
	 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. Past performance with the City of Sunny Isles Beach. 	
4.	PROPOSAL FEES (TO BE COMPLETED IN SECTION 6.1):	20
	The City shall have the option to negotiate final fee with selected proposer.	
	TOTAL POINTS	100

4.3 **PRESENTATIONS:**

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

4.4 Negotiations

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

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

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

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

END OF SECTION



Section 5 Proposal Format

5.0 ELECRONIC PROPOSAL FORMAT

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

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

LABEL EACH SECTION AS NUMBERED

The proposal must be in the following format.

1. Company Information

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

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

2. Qualifications

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

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

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Staffing

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

The composition of the staff team should include;

- The names of the full time employees in the area responsible for this contract
- Their function in the company.
- The name of the person who will be responsible for the coordination of work.

4. Approach / Methodology

Proposers approach methodology to providing the services.

- Proposers approach methodology to providing the services requested in this solicitation.
- Submit any additional information that would assist the City in the evaluation on your proposal.
- Overall organization to completing the project.
- Indicate proposed response times to emergency call-backs.
- Billing requirements (monthly/quarterly/advanced payments?)

5. **Cost of Services**

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

6. References

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

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

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

7. Contract Forms

All completed contract forms

8 Exceptions

List any exceptions taken to the city's terms.

END OF SECTION

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DELIVER TO: DemandStar.com

REQUEST FOR PROPOSALS SECTION 6 BID SUBMITTAL FORMS

OPENING: 11:00 AM 01/13/2025

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

CITY OF SUNNY ISLES BEACH, FLORIDA

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

Issued by: Purchasing Date Issued: 12/10/2024

Sealed proposals are subject to the Terms and Conditions of this Request for Proposals and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, on DemandStar until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

RFP 24-12-01 Citywide Elevator Maintenance Services

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

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

<u>Purchasing:</u>	<u>Firm Name:</u>	
Genesis Cuevas		
Commodity Code(s):		

<u>SUBMI ONE ELECTRONIC SUBMITTAL ACCORDING TO PROPOSAL FORMAT ABOVE AND AFFIDAVITS</u>

FAILURE TO SIGN PAGE 29 OF SECTION 6 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE



PRICE PROPOSAL

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

City of Sunny Isles Beach Citywide Elevator Maintenance RFP 24-12-01

Preventive
Maintenance including travel time

								including travel time
Landing	0 dd:	N	Towns of Familians and	Current	Town of Huit	# af Flague	Chaha Carial Na	No antholic
<u>Location</u>	<u>Address</u>	<u>Manufacturer</u>	Type of Equipment	Maintenance	Type of Unit	# of Floors	State Serial No.	<u>Monthly</u>
	1	ı		<u>Contract</u>	Undraulia 2.2	ı	1	
SID Coult Courton	10070 Calling Assessed	Oti-	1 to reference the	0	Hydraulic 2-3	F (4)	74450	ė.
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	openings	Four (4)	74450	\$
	10070 6 11: 4	0			Hydraulic 2-3		74454	<u> </u>
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	openings		74451	\$
					Hydraulic 2-3			
SIB Gov't Center	18070 Collins Avenue	Otis	Hydraulic	Oracle	openings		74452	\$
					Geard to 10			
Pelican Community Park	18115 North Bay Road	Schindler	Hydraulic	Oracle	openings	Two (2)	75830	\$
					Hydraulic 2-3			
Heritage Park	19200 Collins Avenue	Otis	Hydraulic	Oracle	openings	Six (6)	76572	\$
					Hydraulic 2-3			
Heritage Park	19200 Collins Avenue	Otis	Hydraulic	Oracle	openings		76573	\$
					Geard to 10			
Gateway Park Garage	151 Sunny Isles Boulevard	Kone	Geared	Oracle	openings	Four (4)	77295	\$
					Geard to 10			
Gateway Park Garage	151 Sunny Isles Boulevard	Kone	Geared	Oracle	openings		77296	\$
								A
							Grand Monthly Total	\$
Grand Annual Total \$							\$	
Optional As-needed basis								
Gateway Pedestrain Bridge	151 Sunny Isles Boulevard	Schindler	Schindler	Schindler	Geard	Two (2)	Monthly Total	\$

^{*} The city reserves the right to add elevators throughout the contract term, unit on the montly unit rates provided here.

^{*} Additional Services/Estimated Repairs that exceed \$2,000 will be billed time + material:

Additional Services/ Estil	natcu i	repairs that execed	72,000 Will be	billed tillle i material.
Hourly Service calls				Hook-up Phone Fee per
- including travel time				location
Regular Time 7:00 AM - 5:00 PM M-F		<u>Overtime</u>		<u>\$</u>
\$	\$			
Parts and Material Mark-up Percentage, cannot exceed 15%:	\$	%		

REFERENCE QUESTIONNAIRE

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

Giving reference for: (Bidder)	
Firm giving Reference:	
Phone:	
Email:	
 Q: Do they perform on a timely basis as 	required by the agreement?
2. Q: Was the project manager easy to get A:	in contact with?
3. Q: Would you use them again? A:	
4. Q: Overall, what would you rate their parts.	erformance?
5. Q: Is there anything else we should kno A:	w, that we have not asked?
, ,	nat the foregoing and subsequent statements are true and ree from vendor interference/collusion.
Name:	Title
Sian Name:	Date:



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SECTION 6 BID SUBMITTAL FOR:

ACKNOWLEDGEMENT OF ADDENDA

COMPLETE PART I OR PART II, WHICHE	VER APPLIES
OF ISSUE FOR EACH ADDENDUM RECEI	VED IN CONNECTION
lum #1, Dated	
lum #2, Dated	
lum #3, Dated	
lum #4, Dated	
lum #5, Dated	
lum #6, Dated	
lum #7, Dated	
lum #8, Dated	
DUM WAS RECEIVED IN CONNECTION WI	TH THIS BID
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	COMPLETE PART I OR PART II, WHICHEY OF ISSUE FOR EACH ADDENDUM RECEI dum #1, Dated dum #2, Dated dum #3, Dated dum #5, Dated dum #6, Dated dum #7, Dated dum #8, Dated DUM WAS RECEIVED IN CONNECTION WI DIF OFFICER:



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BID SUBMITTAL FORM

Bid Title: Citywide Elevator Maintenance Services

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

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

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

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

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.

Firm Name:		
Street Address:		
Mailing Address (if different):		
Telephone No	Fax No.	



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Email Address:	FEIN No/
* "By signing this document the	e bidder 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.

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AFFIDAVITS





NON-COLLUSION AFFIDAVIT

City of Sunny Isles Beach 18070 Collins Avenue

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

STATE OF FLORIDA)				
COUNTY OF))			
The undersigned being	ng first duly swo	rn as provided by law, d	eposes, and says:		
				of Sunny Isles Beach City C may take with respect to this	
The undersigned is au	uthorized to ma	ke this Affidavit on beha	lf of,		
	(Name of Cor	poration, Partnership, In	dividual, etc.)		
	a,	of Ducinosa)	, formed under the	laws of	
	(туре	of Business)		(State)	
undersigned, have the department or employ. This Bid is genuine an connived or agreed decorporation, shall refror conference with an the Bid or Bids description.	ned nor any pe emselves solici vee therein, or a nd not collusive irectly or indire ain from Biddin by person, firm of ibed above trundirectly submit	erson, firm, or corporative or employed anyoning officer of the City of the or a sham; the person, ctly with any proposers g, and has not in any mor corporation, to fix the e; and further; neither the	on named in above Pa e else to solicit favorable Sunny Isles Beach, Flori firm or corporation nam or person, firm or corpo- nanner, directly or indire- prices of said Bid or Bid he undersigned, nor the	ragraph 10.2, nor anyone ele action for this Bid by the C da is directly interested therei ed above in Paragraph 10.2 oration, to put in a sham Bid, ctly, sought by agreement or is of any other proposers; and person, firm or corporation information or data relative t	ity, also that no head of any in. has not colluded, conspired or that such person, firm o collusion, or communication d all statements contained in named above in Paragrapl
AFFIANT'S NAME			AFFIANT'S TITLE		
TAKEN, SWORN ANI	D SUBSCRIBE	D TO BEFORE ME this	day of	, 20	
Personally Known	or Prod	uced Identification	;		
Type of identification					
(Affix seal here)					

NOTARY PUBLIC (name printed or typed)



11 1

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.

This sworn statement is submitted to City of Sunny Isles Beach

	[print individual's name and title]
for	[print name of entity submitting sworn statement]
whose	business address is:
WIIOSC	business address is.
	applicable) its Federal Employer Identification number (FEIN) is

- 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 trail 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 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, 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:	
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, personal deposes, and states:	ly appeared	, who was duly sworn,
18.1. I am the _		of
with a loc	cal office in	and principal office in
18.2. The above named entity is submitting a Bid as: Golden Shores Street Lighting. The Affiant I Affidavit based upon his own knowledge.		
18.3 The Affiant states that only one submittal for no financial interest in other entities submitting Bids f		submitted and that the above named entity has
18.4 Neither the Affiant nor the above named e any collusion, or otherwise taken any action in restrathe above Bid. This statement restricts the discuss execution of the Contract for this project.	aints of free competitive p	
18.5 Neither the entity nor its affiliates, nor any one participation in contract letting by any local, State, or		presently suspended or otherwise ineligible from
18.6 Neither the entity, nor its affiliates, nor any one other clients, contracts, or property interests for this p		nave any potential conflict of interest due to any
18.7 I certify that no member of the entity's owners actively seeking an elected position with the City of S		presently applying for any employee position or
18.8 I certify that no member of the entity's ownersh of Sunny Isles Beach.	ip or management, or sta	aff has a vested interest in any aspect of the City
18.9 In the event that a conflict of interest is identified immediately notify the City of Sunny Isles Beach.	ed in the provision of serv	vices, I, on behalf of the above named entity, will
Dated this day of		, 2025.
AFFIANT	Print or Type Name and	d Title
Sworn to and subscribed before me this Personally Known Produced Identification	OR	, 2025.

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.

	red a reprimand of any nature or been suspended by the regulatory agency or professional associations within the last
YES NO	
	n, been declared in default, terminated or removed from a rides in the regular course of business within the last five (5)
YES NO	
	uests for equitable adjustment, contract claims, Bid protests, I to the services your firm provides in the regular course of
	e nature of the request for equitable adjustment, contract otion of the case, the outcome or status of the suit and the d.
	ue and agree and understand that any misstatement or use for forfeiture of rights for further consideration of this Bid
Firm	Date
Authorized Signature	Print or Type Name and Title



ANTI-KICKBACK

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

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)	
COUNTY OF)	
will be paid to any employees of t	orn and deposed say that no portion of this sum herein Bio the City of Sunny Isles Beach or its elected officials as a ft, directly or indirectly by me or any member of my firm or
	By:
	Title:
	was acknowledged before me this day of [name [type of authority], for [name of party on behalf of whom instrument was
AFFIX NOTARY STAMP HERE:	
	Notary Public – State of Florida
	Print or Type Commissioned Name
Personally Known OR F Type of Identification Produced	Produced Identification



CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.135]

I,	, on behalf of	•
, <u> </u>		Company Name
certif	ies thatCompany Name	does not:
1.	Participate in a boycott of Israel; and	
	Is not on the Scrutinized Companies that	at Boycott Israel list; and
3.	Is not on the Scrutinized Companies wi	th Activities in Sudan List; and
4.	Is not on the Scrutinized Companies wi Energy Sector List; and	th Activities in the Iran Petroleum
5.	Has not engaged in business operations	in Cuba or Syria.
	Signature	-
	Title	-
		-
	Date	

E-Verify Affidavit

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

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

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

By affixing your signature below you hereby affirm that you	will comply with E-verily re	equirements.
Company Name		
Offeror Signature	Date	
Print Name	Title	
Federal Employer Identification Number (FEIN)		
Notary Public Info	ormation .	
Sworn to and subscribed before me on this thisday of	, 20)25.
Ву		
☐ Is personally known to me		
☐ Has produced identification (type of identification produced: _)	
Signature of Notary Public		
Print or Stamp of Notary Public Expiration Date	<u>e</u>	



305.792.1707 | sibfl.net | Purchasing@sibfl.net

EXHIBIT A

DEMANDSTAR ELECTRONIC SUBMITTAL INSTRUCTIONS

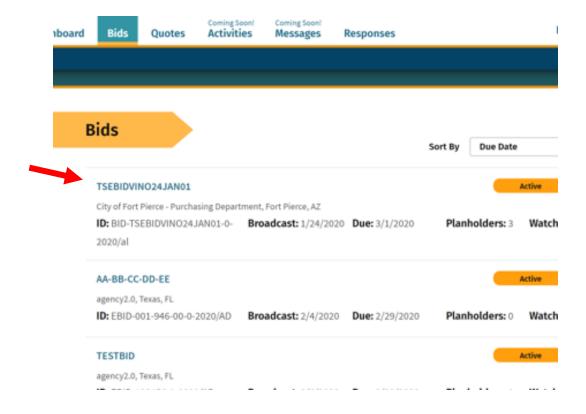


Responding to an Electronic Bid

5 Step Instructions

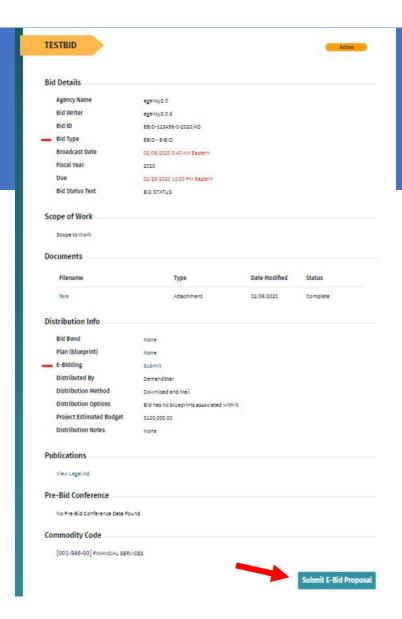
Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

• Click on the solicitation name



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

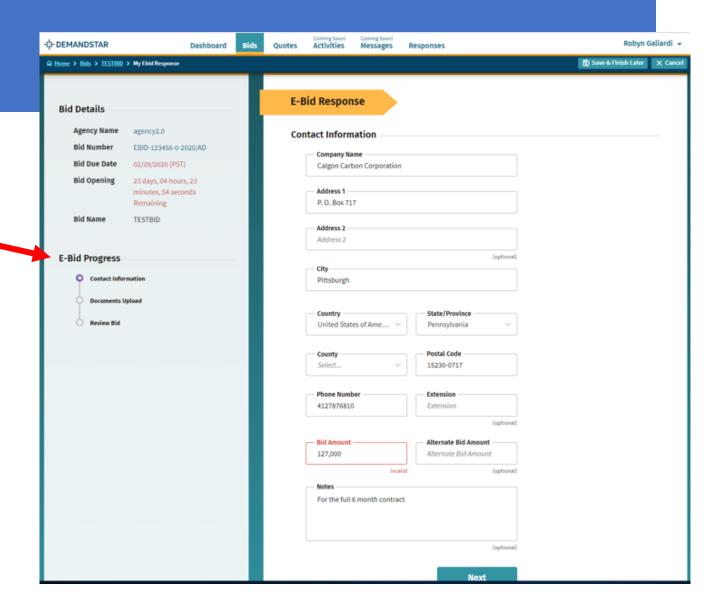
 When you are ready to submit your bid, click on "Submit E-Bid Proposal"



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

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

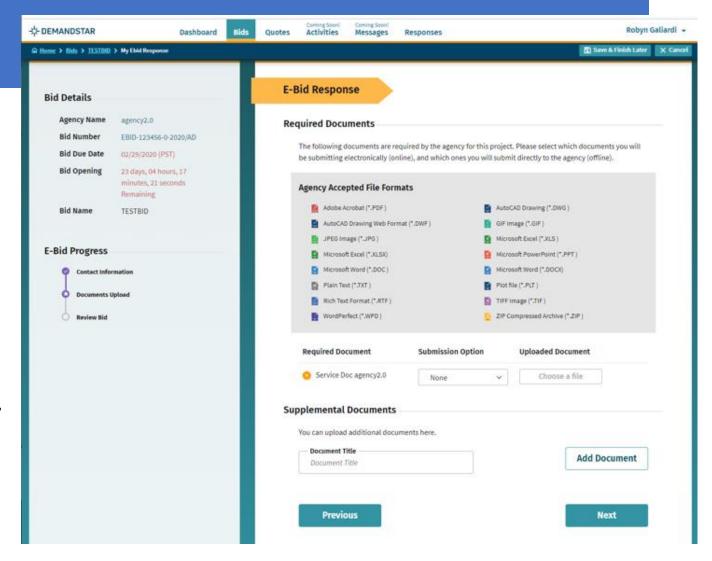
Example: a request for qualifications opportunity may not require a bid amount so vendors will input "0" under "Bid Amount"



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

TIP:

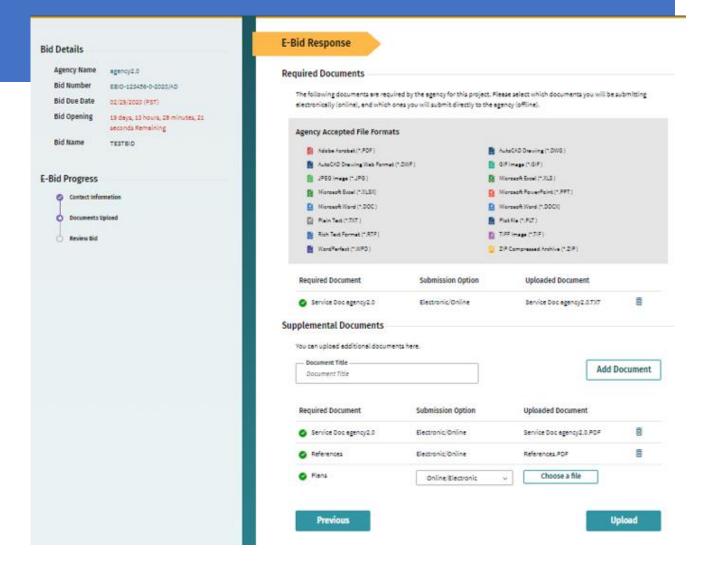
There is a place for you to add "Supplemental", i.e. non-required, documents.



Step 4 continued

TIP:

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



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

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

