

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2018-132

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE PROCUREMENT OFFICER TO AWARD THE IFB CONTRACT FOR GYMNASTIC EQUIPMENT TO SPIETH ANDERSON DBA. SPIETH AMERICA, IN THE AMOUNT NOT TO EXCEED THE BUDGETED AVAILABLE FUNDS, PURSUANT TO INVITATION FOR BIDS (IFB) 2018.005, AND SECTION 2-763 OF THE PROCUREMENT CODE ENTITLED "CONTRACT AWARD".

WHEREAS, on February 6, 2018, the Procurement Division of Finance formally advertised, issued, and distributed the IFB for the Gymnastic Equipment; and

WHEREAS, on February 14, 2018, a non-mandatory pre-bid conference was held with one (1) prospective bidder in attendance, of the fourteen (14) prospective bidders that downloaded the IFB package from the Public Purchase, the City's web based e-Procurement service; and

WHEREAS, on March 7, 2018, one (1) bid was received in response to the IFB 2018.005 Gymnastic Equipment solicitation; and

WHEREAS, the Procurement Officer pursuant to Section 2-763 of the Procurement Code entitled "Contract Award" and Invitation for Bid (IFB) 2018.005 recommend that Spieth Anderson dba Spieth America, the single responsive and responsible bidder, with an estimated bid of \$215,081.14; and

WHEREAS, Section 2-585 of the Procurement Code authorizes the City Manager to delegate authority to the Procurement Officer to administer and make recommendations on City contracts;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. That the City Commission accepts the recommendation of the Procurement Officer to award the IFB contract for Gymnastic Equipment to Spieth Anderson dba Spieth America, the single responsive and responsible bidder, for an estimated bid of \$215,081.14 based on estimated quantities provided by user department. Quantities on this contract will be based on the unit price and subject to available funds at the time of need, pursuant to Invitation For Bids (IFB) 2018.005 Gymnastic Equipment and Section 2-763 of the Procurement Code entitled "Contract Award", subject to final approval and execution of a contract by City staff.

SECTION 3. That this Resolution shall become effective upon the date of its passage and adoption herein.

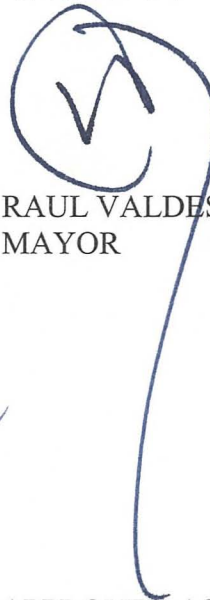
PASSED AND ADOPTED THIS EIGHTH DAY OF MAY, A.D., 2018.

(Moved: Quesada / Seconded: Lago)

(Unanimous Voice Vote)

(Agenda Item: D-3)

APPROVED:

A handwritten signature in blue ink, consisting of a large circle with a checkmark inside, and a long vertical line extending downwards from the bottom of the circle.

RAUL VALDES- FAULI
MAYOR

ATTEST:

A handwritten signature in blue ink, written in a cursive style.

WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

A handwritten signature in blue ink, consisting of stylized letters.

MIRIAM SOLER RAMOS
CITY ATTORNEY

IFB NO. 2018.005 GYMNASTIC EQUIPMENT

TABULATION SHEET

SPIETH ANDERSON / SPIETH AMERICA

Item #	Industry Description	Complete Description	Est Qty.	Spieth Anderson / dba Speith America	Total Ext. Price
1	OCTAGON TUMBLER	Octagon - 30" x 36", Blue and Light Blue	1	\$ 364.50	\$ 364.50
2	OCTAGON TUMBLER	Octagon - 25" x 36", Blue and Red	2	\$ 319.50	\$ 639.00
3	OCTAGON TUMBLER	Octagon - 15" x 24", Blue and Yellow	2	\$ 158.40	\$ 316.80
4	HANDSPRING TRAINER	36" Handspring Trainer, Royal Blue/Orange.	2	\$ 534.60	\$ 1,069.20
5	INCLINE	36" W x 72" L x 16" H, Blue/Orange	3	\$ 395.10	\$ 1,185.30
6	FOLDING INCLINE	Foldable Incline 60" W x 120" L x 22" H and easily folds to 60" W x 60" L x 24" H.	3	\$ 1,089.00	\$ 3,267.00
7	INCLINE	Incline . 48" W x 72" L x 16" H, Blue/Red	3	\$ 395.10	\$ 1,185.30
8	INCLINE	Incline - 24" W x 48" L x 14" H	4	\$ 208.80	\$ 835.20
9	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 6' x 12' x 1 1/4"	8	\$ 408.60	\$ 3,268.80
10	VELCRO PANEL MAT	Velcro Panel Mat- (Rainbow color only) 5' x 10' x 2",	8	\$ 416.70	\$ 3,333.60
11	VELCRO PANEL MAT	Velcro Panel Mat- (Rainbow color only) 4' x 6' x 1 1/4"	10	\$ 174.60	\$ 1,746.00
12	PARACHUTE	PARACHUTE 24 DIAMETER US (Spieth America Item # CP-4 or Approved Equal)	2	\$ 136.80	\$ 273.60
13	PARACHUTE	PARACHUTE 20 DIAMETER US (Speith America Item # CP-3 or Approved Equal)	2	\$ 100.80	\$ 201.60
14	MULTI-PURPOSE MAT	Multi- Purpose Mat - 38" W x 55" L x 3/4" H (Brand: Simone Biles, or Approved Equal)	2	\$ 250.20	\$ 500.40
15	SOFT IMPACT MAT	4'X6'X6"	1	\$ 270.00	\$ 270.00
16	SOFT TOP PIT MODULE	5'X10'X24"	1	\$ 1,417.50	\$ 1,417.50
17	GYMN.PIT MOD.	Gym Pit Module 5' x 10' x 32" No Velcro	1	\$ 1,661.40	\$ 1,661.40
18	STING MAT	2m x 3m x 5 cm	2	\$ 485.10	\$ 970.20
19	STING MAT	1m x 2m x 5cm, Non-Fold	2	\$ 229.50	\$ 459.00
20	THROW MAT	4.5' x 8' x 4", Non-Fold	2	\$ 287.10	\$ 574.20
21	TRAINING MAT	5' x 10' x 8", Non-Fold	8	\$ 591.30	\$ 4,730.40
22	AIR TRACK	33' X 6-1/2' X 8" (10m X 2m X 20 cm) Flat Track	2	\$ 2,721.60	\$ 5,443.20

**IFB NO. 2018.005 GYMNASTIC EQUIPMENT
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Item #	Industry Description	Complete Description	Est Qty.	Speith Anderson / dba Speith America	Total Ext. Price
23	MINI AIR BLOWER FOR AIR TRACKS	MINI AIR BLOWER FOR AIR TRACKS (rapid inflation and deflation at 250 mBar maximum pressure with maximum flow-rate of 2000 l/min; weighs 3.75 lbs). Must be compatible to work for Item # 22 AIR TRACK.	3	\$ 99.00	\$ 297.00
24	FOAM STEPS	3 Steps Foam Steps 21" W x 33" L x 24" H Blue & Yellow.	3	\$ 324.90	\$ 974.70
25	MAILBOX	16" W x 36" L x 20" H. Red and Blue.	2	\$ 180.90	\$ 361.80
26	DONUT STUFFER	Donut Stuffer and Halves - 18" x 52" Diameter, 18" x 30" D, Blue/Light Blue/Red	1	\$ 760.50	\$ 760.50
27	TRI-TOP TRAPEZOID	36" W (at the base) x 48" L x 48" H (6 total pieces, that split into 3 sections attach together with velcro) Royal Blue and Red.	2	\$ 1,285.20	\$ 2,570.40
28	SOFT IMPACT MAT	6' x 8' x 12" (Handles on each side)	2	\$ 695.70	\$ 1,391.40
29	SOFT IMPACT MAT	5' x 6' x 8" (Handles on each side)	2	\$ 374.40	\$ 748.80
30	RED MULTI-BLOCK	3 - 24" W x 16" L x 8" H blocks 2 - 24" W x 24" L x 8" H blocks	1	\$ 621.90	\$ 621.90
31	DIVIDER WALL DOORS	Divider Doors 60" x 28" x 6" (Speith Item # CWD-2 or Approved Equal) Color : Blue	2	\$ 234.90	\$ 469.80
32	DIVIDER WALL	Divider Wall 60" x 28" x 6" (Speith Item # CWD-1 or Approved Equal) Color : Blue	8	\$ 207.90	\$ 1,663.20
33	AIRMAT BOARD RED	2' W x 4' L x 10cm H (Speith Item # S1740501 or Approved Equal)	2	\$ 279.00	\$ 558.00
34	FINISHED CLIMBING ROPE	Finish Climbing Rope 6m (19.7 ft)	1	\$ 101.70	\$ 101.70
35	JUNIOR ZOID -3 SECTION	The Junior Zoid (3 sections), Blue, Yellow & Red. 30" W (at the base) x 36" L x 36"	1	\$ 721.80	\$ 721.80
36	SPOTTING BLOCK	20" W x 60" L x 24" H, Blue	2	\$ 469.80	\$ 939.60
37	DOUBLE WALL BAR	Double Wall Bar (Speith Item #5106-100 or Approved Equal) Bars are 9 ft. high, made of solid wood and come with 17 detachable wall bars.	1	\$ 594.90	\$ 594.90
38	UNEVEN BARS	All American uneven bars 6- Axis Cables	1	\$ 4,133.70	\$ 4,133.70
39	ALL-AMERICAN SPOTTING PLATFORM	All American spotting platform (compatible to used for uneven bars)	1	\$ 1,154.70	\$ 1,154.70
40	LANDING MAT	7.5 x 12 x 12 cm * Must be custom fit	7	\$ 1,156.50	\$ 8,095.50
41	FREESTANDING BAR MAT SYSTEM	Complete Landing Mat Set for the Freestanding Uneven Bars (Speith Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x 185cm (33 1/2") center frame mat	1	\$ 1,875.60	\$ 1,875.60

**IFB NO. 2018.005 GYMNASTIC EQUIPMENT
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Item #	Industry Description	Complete Description	Est Qty	Spieth Anderson / dba Spieth America	Total Ext. Price
42	FREESTANDING UNEVEN BARS	Freestanding uneven Bars (Spieth Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x185cm (33 1/2") center frame mat	1	\$ 5,676.30	\$ 5,676.30
43	METHODICAL HORIZONTAL BAR	Methodical Horizontal Training Bar (Spieth Item #5177 or Approved Equal)	1	\$ 1,572.30	\$ 1,572.30
44	TRAINER PLATFORM LADDER	Trainer Platform - Movable Ladder (Spieth Item #1490373 or Approved Equal)	1	\$ 1,415.70	\$ 1,415.70
45	LANDING MAT	Competition Landing Mat - 8' x 15.5' x 12cm - Velcro Ends Only (VAULT AREA)	2	\$ 1,329.30	\$ 2,658.60
46	FIBREGLASS RAIL FOR FREESTANDING	WOMENS CARBOFLEX RAIL FOR METHODICAL HORIZONTAL BAR	2	\$ 384.30	\$ 768.60
47	SOFT MAT	400 x 200 x 10 cm Color : Blue	1	\$ 789.30	\$ 789.30
48	PORTABLE PIROUETTE BAR	38 3/8" L x 9 5/8" H	1	\$ 149.40	\$ 149.40
49	HANDSTAND REBOUNDER SINGLE	Handstand Rebounder Single (Spieth , Item #398 or Approved Equal)	1	\$ 1,441.80	\$ 1,441.80
50	CHALK BOWL WITH STAND	Chalk Bowl with cover and folding stand allow for unit to be stored easily if needed. 16" W x 16" L x 36" H	2	\$ 219.60	\$ 439.20
51	JUNIOR TRAINING BAR	Junior Training Bar (36" to 51" high, in 3" increments) Maximum weight limit is 150 lbs.	1	\$ 470.70	\$ 470.70
52	SOFT TOP AND BOTTOM MAT	Our Jr. Swing Bar Mat is constructed of 18oz. vinyl and prime polyurethane foam. 4' x 8' x 10cm	1	\$ 248.40	\$ 248.40
53	HIP KIP TRAINER	Hip Kip Trainer (Spieth, Item # 5106-000 or Approved Equal)	1	\$ 129.60	\$ 129.60
54	LEG BASE PAD	Leg Base Padding- Steel Parallel Bars , Each pad (13" W x 33" L x 3/4" H) Sold in pairs	2	\$ 193.50	\$ 387.00
55	FLOOR PARALLEL BAR TRAINER	Floor Bar Trainer 12" Parallel Bar Trainer.	1	\$ 272.70	\$ 272.70
56	TRAINING MAT	7' x 10' x 8", Non-Fold	1	\$ 805.50	\$ 805.50
57	ANTI-SKID BOTTOM TRAINING MAT	5' x 10' x 8'	4	\$ 603.00	\$ 2,412.00
58	ANTI-SKID BOTTOM THROW MAT	5' x 10' x 4"	2	\$ 423.90	\$ 847.80
59	TAPERED END TRAINING MAT	Tapered End Training Mat 5' x 10' x 8" Taper starts at 8" and goes Landing area is 5' x 10' x 8" down to 1" over 15". Landing area is 5' x 10' x 8"	2	\$ 594.00	\$ 1,188.00
60	PERFORMANCE SERIES COMPETITION CRANK	The Performance Series Competition Crank Beam Designed to FIG, USAG, NCAA, NFHS, and AAU dimensional specs. 4" W x 16' L	2	\$ 2,731.50	\$ 5,463.00
61	LANDING MAT	Landing Mat (7.5' x 15.5' x 12cm - Velcro 4 Sides, Folding) Landing Mat for the crank beam	4	\$ 1,603.80	\$ 6,415.20

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Item #	Industry Description	Complete Description	Est Qty	Spieth Anderson / dba Speith America	Total Ext. Price
62	LANDING MAT	Landing Mat (7.5 x 12 x 12 cm) Custom mat for Beam	4	\$ 1,156.50	\$ 4,626.00
63	VELCRO FLAP	Velcro Flap 15.5' Long x 10" Wide	2	\$ 69.30	\$ 138.60
64	BEAM LEG UPRIGHT PADS	For Performance Series Balance Beams (#5121-100, #5121-120 and #5121-335 or Approved Equal). *** Protective padding specifically designed for Crank Beam***	2	\$ 334.80	\$ 669.60
65	BEAM LEG BASE PAD	BEAM LEG BASE PAD (PR) 12CM 7.5' x 11" x 12cm. Sold in pairs. ** Made for crank beam***	2	\$ 441.90	\$ 883.80
66	LOW TRAINING BEAM TOP ONLY	16' Competition Low Profile Training Beam 4" W x 16' L x 13" H. Non-adjustable legs. (Speith American Item # 5121-340 or Approved Equal)	1	\$ 1,088.10	\$ 1,088.10
67	LOW BEAM LEGS	Low Training Beam Legs for (Speith America Item # 118A and 5121-340 or Approved Equal) 21.5" W x 10" H, Non-adjustable	1	\$ 147.60	\$ 147.60
68	STEEL LOW TRAINING BEAM	Steel professional 4" W x 12' L x 13" H. Non-adjustable legs.	1	\$ 569.70	\$ 569.70
69	BEAM TRAINING PAD	The wrap around Beam Training Pad provides a softer surface to extend training sessions. It secures around the beam with	2	\$ 188.10	\$ 376.20
70	BEAM SURFACE EXPANDER WASHABLE COVER	Beam Surface Expander, but with a washable cover (8" W x 2.5m (8'3") L)	2	\$ 425.70	\$ 851.40
71	FOAM LEARNING BEAM	(FOAM LEARNING BEAM (2017) 9.5" W x 100" L x 3.1" H; top width of beam is 6"	3	\$ 249.30	\$ 747.90
72	AIR BEAM	15 3/4" (40cm) W x 16'5" (500cm) L x 4" (10cm) H	2	\$ 357.30	\$ 714.60
73	FULL-SIZE MOUNTING BLOCK	24" W x 48" L x 9" H	1	\$ 241.20	\$ 241.20
74	LANDING MAT	Competition Landing Mat - 8' x 4' x 12cm - Velcro Ends Only, Non-Folding	1	\$ 500.40	\$ 500.40
75	SPRINGBOARD KREON	The Hard Springboard by *SPIETH Germany is standard size, 120cm (47 1/4") x 60cm (23 2/3"), Spieth Brand or Approved Equal.	1	\$ 935.10	\$ 935.10
76	SPRINGBOARD IRIS 'SILVER' 5 SPRINGS	The Soft Springboard by *SPIETH or Approved Equal, 120cm (47 1/4") x 60cm (23 2/3")	2	\$ 866.70	\$ 1,733.40
77	COMPETITION ACCELERATOR BOARD	Strategic configuration for seven interchangeable coil springs. Four blue (hard) and three red (soft) provide a positive return	2	\$ 648.90	\$ 1,297.80
78	LITTLE THUMPER BOARD	Recommended weight limit is 50 lbs.	1	\$ 195.30	\$ 195.30
79	JUNIOR ACCELERATOR BOARD	The springs should be easy to insert and remove if adjustments are needed for each gymnast.	2	\$ 456.30	\$ 912.60
80	BLUE VAULT RUNWAY	3'X84'X1-3/8" NON-FLEXI	1	\$ 624.60	\$ 624.60

**IFB NO. 2018.005 GYMNASTIC EQUIPMENT
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Item #	Industry Description	Complete Description	Est Qty.	Spieth Anderson / dba Speith America	Total Ext. Price
81	NON-FOLD VAULT SAFETY ZONE	Constructed of an 8" combination of polyethylene and polyurethane foams for added strength and durability and	2	\$ 396.00	\$ 792.00
82	PERFORMANCE SERIES ROUND-OFF ENTRY PAD	39 3/8" W x 47 1/4" L x 1" H	1	\$ 207.00	\$ 207.00
83	FOAM VAULT TABLE TRAINER	FOAM VAULT TABLE TRAINER (4 SECTIONS) Rainbow Color	1	\$ 1,948.50	\$ 1,948.50
84	LANDING MAT	Competition Landing Mat -425 8' x 15.5' x 20cm - Velcro Ends Only, Folding	1	\$ 2,223.90	\$ 2,223.90
85	LANDING MAT	Competition Landing Mat - 8' x 4' x 20cm - Velcro Ends Only, Folding	1	\$ 601.20	\$ 601.20
86	VAULT MAT SYSTEM	This 4-piece system includes two base mats (5' W x 10' L x 16" H, each) and two additional mats, providing 16", 32", 40",	1	\$ 3,614.40	\$ 3,614.40
87	TRAMP BOARD	Mini, adjustable trampoline with a total top trampoline surface of 24" W x 36" H. Wheels on the frame allow for easy transport	2	\$ 924.30	\$ 1,848.60
88	SPRING - HARD BOARD	3" Individual Coil Spring for Springboards, Blue	4	\$ 27.00	\$ 108.00
89	SPRING - SOFT BOARD	3" Individual Coil Spring for Springboards, Red	4	\$ 19.80	\$ 79.20
90	TRAINING OBSTACLE COURSE	Training Obstacle Course includes the following products: 1 set of Stepping Stones 4 - Pillars 1 - Balancing Log 1 - Bench 2 - Blocks 1 - Barrier 4 - Slanted Steps	1	\$ 3,092.40	\$ 3,092.40
91	SMALL STEP-IN BELT	Small Step-In belt fits gymnasts with 18"-28" waists. (pad length is 22.5" and width is 6.5")	2	\$ 81.00	\$ 162.00
92	MOSCOW FLOOR	(Spieth America Item # 1790752 or Approved Equal) INCLUDES: FULL FLOOR, COMPETITION CARPET AND INCLINES 13x13m (42'8" x 42'8") FIG Certified, ORIGINAL REUTHER	1	\$ 39,358.80	\$ 39,358.80
93	LARGE STEP-IN BELT	Large Step-In Tumbling Belt fits gymnasts with 24"-36" waists. For gymnasts with 18"-28" waists, Norberts Item # G-010SS or	2	\$81.00	\$ 162.00
94	CARTWHEEL BLOCK	The block is 18" x 36" x 5" and comes with two dots for hand placement, Norberts Item # SC-3618 or Approved Equal.	3	\$54.00	\$ 162.00
95	DELUXE 2 STEP	Deluxe 2 Step measures 24"W x 33L" x 14"H. 95 ILD polyfoam base is topped with layer of firm 1.25" polyethylene for additional support and a much longer life. Covers are fabricated of brightly-colored 18 oz. vinyl-coated polyester. Norberts Item # GF-842D or Approved Equal.	2	\$135.00	\$ 270.00
96	DELUX GRAND CANYON BAR BLOCK SET	All Grand Canyon Bar blocks are 34" wide and 52" wide. Three heights (12", 24" and 48") are available. Deluxe set	1	\$ 6,075.00	\$ 6,075.00
97	STRAIGHT ARROWS	Use these colorful rubberized vinyl shapes Multicolored set of 6.	6	\$ 24.30	\$ 145.80

**IFB NO. 2018.005 GYMNASTIC EQUIPMENT
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Item #	Industry Description	Complete Description	Est Qty	Spieth Anderson / dba Speith America	Total Ext. Price
98	TURN ARROWS	6 colorful rubberized vinyl shapes Multicolored set of 6.	6	\$ 24.30	\$ 145.80
99	SQUEAKER STEPPING STONES	*This 6 piece set consists of one each red, blue, purple, orange, green and yellow 13" diameter 2" tall stepping stones. Each one measures approximately 2"H and 13" dia.	3	\$ 108.00	\$ 324.00
100	STOP, SLOW, GO	Set of 3 traffic directing poly vinyl shapes. A bright yellow SLOW diamond, a red Octagon shaped STOP sign and a green circular GO.	5	\$ 16.20	\$ 81.00
101	FITNESS SPOTS	Set of ten 9" diameter round molded blue vinyl spots with bright yellow figures.	5	\$ 42.30	\$ 211.50
102	RAINBOW STARS	Use these colorful rubberized vinyl shapes Set of six 9" stars includes one of each color: blue, brown, red, yellow, green & light blue. Select this --link to see a short video of a class using Rainbow Stars.	6	\$ 23.40	\$ 140.40
103	HOP SPOTS	Use these colorful rubberized vinyl shapes Our 10" diam. Hop Spots come in 1 dozen (Sets of 12). All are yellow with red design.	5	\$ 49.50	\$ 247.50
104	POLY PAD	Poly Pad "Trapezoid Topper", 20" x 36"	2	\$ 76.50	\$ 153.00
105	LINE UP MAT	Line Up Mat, 15" x 144" (Norberts Item # LUM-101 or Approved Equal) Mat has numbers 1-12	1	\$ 97.20	\$ 97.20
106	BEGINNING CARTWHEEL MAT	Beginning Cartwheel Mat , (Norberts Item # BC-101 or Approved Equal)	1	\$ 106.20	\$ 106.20
107	STRONG BODY WALK MAT	Strong Body Walk Mat , (Norberts Item # SBW-102 or Approved Equal)	1	\$ 164.70	\$ 164.70
108	SPEED BUMPS	Speed Bumps Set of 6 , Rainbow colors (Norberts Item #GF-888 or Approved Equal)	4	\$ 62.10	\$ 248.40
109	VAULT ANCHOR MAT	piece form fitted system fits over the vault base with ease. 4'x8' surface for the spotter. Mat is constructed with a foam filler consisting of prime	1	\$ 558.00	\$ 558.00
110	NUMBERS 0-9 SET OF 10	Use these colorful rubberized vinyl shapes as the basis for games that focus players' concentration, encourage persistence and hone directional orientation and symbol/shape/number/color recognition skills. Tough, non-toxic pads aren't painted or coated; colors are permanently set during the molding process. Our 9" Number sets are sold with number 0 to 9 in your COLOR RED	5	\$ 36.00	\$ 180.00
111					\$ -
112	CONES 12" SET OF 12	Bright fluorescent orange polyethylene cones have dozens of uses from obstacle courses to relay goals. Three other sizes are also available. Sold in sets of 12.	10	\$ 30.60	\$ 306.00
113	JUMP ROPE COTTON	This traditional cotton jump rope has wooden handles and is 8' long.	10	\$ 5.85	\$ 58.50
114	LEATHER BAR STRAPS	DGS Gymnastic (Item # V26 or Approved Equal) **These bar straps are to be used only on men's high bar. These may not be used on women's rails.**	4	\$ 53.96	\$ 215.84

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Item #	Industry Description	Complete Description	Est Qty	Spieth Anderson / dba Speith America	Total Ext. Price
115	BAR STRAPS	BAR STRAPS FOR HIGH BAR TRAINING (8 SETS PER ORDER)	3	\$ 57.60	\$ 172.80
116	24" VICHI DOLL	24" tall durable plastic 16-segmented VICI (Virtual Image Coaching Implement) Red color.	2	\$ 21.60	\$ 43.20
117	MINI BAR RING SET	Consists of two 2" webbing straps, a pair of 6" diameter solid wood round hand rings and connection hardware. Connection points are shrouded to restrict user access. Rings are smaller than traditional official wooden rings so they comfortably fit young user's hands. Straps are approximately 24" long.	2	\$ 94.50	\$ 189.00
118	RUNWAY TAPE	Inch gradations. 82' long, 1-1/2" wide. with Hook Fastener.	2	\$ 112.50	\$ 225.00
119	MINI BAR AND MINI BAR COMBO MAT	This includes both Mini Bar and Mini Bar Mat combination. Norberts Item # GF-866 or Approved Equal.	1	\$ 494.10	\$ 494.10
120	GYMNASTIC CHALK	Top-quality Taiwanese gymnastic chalk is preferred by gymnasts, weightlifters and climbers. 8 two oz. cubes per pound; 36 one pound boxes per case.	2	\$ 234.00	\$ 468.00
121	SPOTTING STRAPS	" Thick, 4' long straps with swivel snaps for 2-person spotting.	2	\$ 31.50	\$ 63.00
122	STICKY BEAM STRIPS	Comprised of 4" Hook fastener sewn to colored vinyl strips; hemmed all around to eliminate raw edges (unlike other	1	\$ 135.00	\$ 135.00
123	KIP WHEEL	DGS Gymnastic -(Item # DGS-Kipwheel or Approved Equal)	5	\$ 130.46	\$ 652.30
124	WALL PADDING	4'X6' STANDARD WALL PADDING 4" , Blue	44	\$ 171.00	\$ 7,524.00
125	Custom 3 Sides Column Padding, C Pad Type	12.5"x20.5"x12.5" , Blue	4	\$ 301.50	\$ 1,206.00
126	Custom 3-Sides Column Padding Cpad	8.5"x28.5"x8.5" , Blue	1	\$ 301.50	\$ 301.50
127	Custom 3 Sides Column Padding C pad type	8.5" x19"x8.5" , Blue	1	\$ 256.50	\$ 256.50
128	Custom 2-Sides Column Padding, L pad type	8.5" x 8.5" , Blue	1	\$ 195.30	\$ 195.30
129	Custom 4 Sides freestanding column padding, no backing	30"x 26 1/4" , Blue	4	\$ 288.00	\$ 1,152.00
130	1/2" ROPE	Sturdy 1/2" diameter braided rope has permanently attached Swivel Snap. (MEASUREMENT NEEDED)	2	\$ 126.00	\$ 252.00
131	DOUBLE PULLEY	Norbets Item # G-622 Or Approved Equal. Must be compatible to Item #130	4	\$ 84.60	\$ 338.40
132	CHALK EATER	Chalk Eater Air Filtration System, Portable ,110 outlet (30"W x 36"L x 31"H)	2	\$ 1,705.50	\$ 3,411.00
GRAND TOTAL OF EQUIPMENT :				\$ 123,500.17	\$ 193,720.14

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Note: Bidder made matchechemical errors in the extended price for Line 84 and Line 130

which is reflected in the actual total equipment price in this tally.

Grand Total for Equipment	\$ 193,720.14
Labor/ Installation	\$ 10,680.50
Transport of existing Equipment	\$ 10,680.50
Grand Total	\$ 215,081.14

Procurement Specailist -
Letrice Y Smith

Procurement Specialist -
Eduardo Hernandez



INNOVATIVE GYMNASTICS EQUIPMENT

TITLE: City of Coral Gables
Gymnastics Equipment

IFB: 2018.005

OFFICIAL NAME: Spieth Anderson LLC
DBA Spieth America

ADDRESS: 3327 Ranger Rd. Lansing MI 48906

TOLL FREE: 1.800.331.8068

LANSING OFFICE: 517.999.8230

CONTACT PERSON: Brent Poulsen
National Sales Manager
817.948.4453
b.poulsen@spiethamerica.com

March 7th, 2018

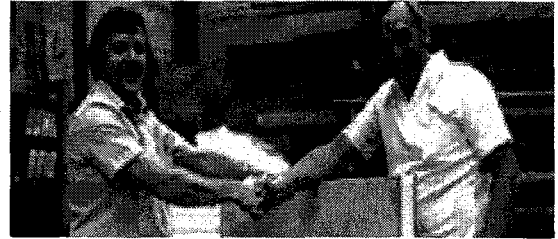
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COMPANY HISTORY

1971

The late Murray and Dolly Anderson partnered with Spieth (Germany) to import the Original Reuther designed apparatus line to the North American market.



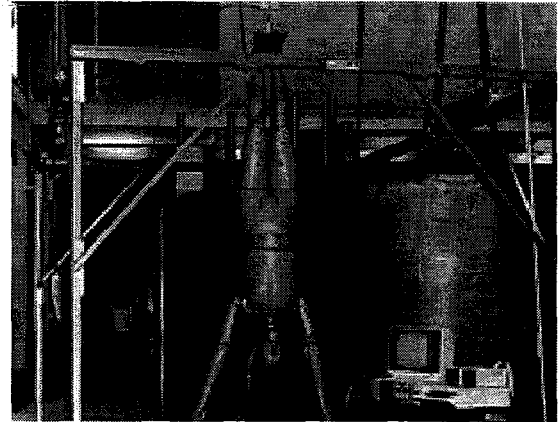
1974

Spieth Anderson began manufacturing the Spieth line in North America.



1975

Murray became focused on elevating equipment performance standards; building equipment that would safely allow gymnasts to push the limits of athletic performance.



1976

Highlights during these early years included the supply of Spieth Anderson equipment to the 1976 Olympic Games, 1980 World Cup, 1985 World Championships, Pan American Games, Commonwealth Games and many more.



1980s

Throughout the 80's, Spieth Anderson experienced significant growth, prompting additional factory expansion. The original R&D program expanded with the purchase of the Hybrid III biomechanically based car crash dummy for precise, scientific simulation of injury during gymnastics.



Continued >

COMPANY HISTORY CONTINUED

1990

Starting from gluing carpet to foam, S/A eventually became the first company in North America to use a revolutionary flame lamination process for mat construction in place of glue.



1996

Jeff Anderson, son of Murray and Dolly, opened the Spieth Anderson Sales Office and Warehouse in Ft. Worth, Texas as well as Dollamur Sports Surface.

Jeff started Dollamur to further develop the process of manufacturing the carpet bonded foam mats for wrestling and gymnastics. Jeff sold Dollamur to an investment firm in 2005.



2000

Spieth Anderson ends its partnership with Spieth Holtztechnik in Germany and changes its name to SA Sport.

Murray Anderson retired as president after 29 years dedicated to the development of the sport of gymnastics in North America.

Barb Anderson, daughter of Murray and Dolly, assumes the role of President, and continued her father's vision.



2007-2008

SA Sport refreshes the company logo and trade marks it's name and logo.



2008

Brent Poulsen, grandson of the founder Murray Anderson becomes the national sales manager of SA Sport.



COMPANY HISTORY CONTINUED

2012

SA Sport joins ABEO Group. Their current companies include Gymnova, Janssen-Fritsen, Spieth Germany, O'Jump France Equipement and Entre-Prise.
Barb Anderson retires.



2013

SA Sport renews their FIG partner status by obtaining 12 apparatus FIG Approved certificates.



2015

Bill Wild is hired by the ABEO group as CEO of SP Holdings.



2016

ABEO participates to the Olympic Games in Rio. Gymnova, Spieth Gymnastics and Schelde Sports are selected as part of a consortium designated as official suppliers to the Rio 2016 Olympic Games for Artistic and Rhythmic Gymnastics and Basketball equipment.



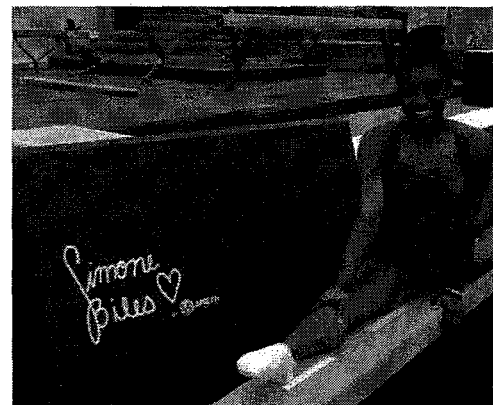
2016

With the addition of the JF Group to the ABEO Group, SA Sport was able to leverage our "Spieth" heritage and changes our company name to **Spieth America**.



2016-2018

Spieth America becomes the exclusive manufacturer of Simone Biles Signature at home training products and relocates to Michigan to expand the warehouse capacity to 29000 sq. ft. in the US.



CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department/ Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Gymnastic Equipment IFB No. 2018.005</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed bid submittals must be received prior to 2:00 p.m., Wednesday, March 7, 2018, by the Procurement Division, located at 2800 SW 72nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Letrice Y. Smith, MBA Title: Procurement Specialist Telephone: 305-460-5121 Email: lsmith@coralgables.com/ contracts@coralgables.com</p>
---	--

Bidder Name: Spieth Anderson LLC DBA Spieth America	FEIN or SS Number: 82-4263560
Complete Mailing Address: 3327 Ranger Road, Lansing MI 48906	Telephone No. 517-999-8230 Cellular No. 817-948-4453
Indicate type of organization below: Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other <input type="checkbox"/>	Fax No.: 517-999-8245
Bid Bond/ Security Bond (if applicable) _____%	Email: b.poulsen@spiethamerica.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN BLUE INK ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

Brent Poulsen	National Sales Director	March 7, 2018
Authorized Name and Signature	Title	Date

Coral Gables Local Preference Acknowledgement. (Check the box if you are asserting you qualify. A valid Coral Gables business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2 11-17-2009/Procurement Code Sec. 2-696

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2018.005

COMPANY NAME: (Please Print): Spieth Anderson LLC DBA Spieth America

Phone: 517-999-8230

Email: b.poulsen@spiethamerica.com

Please provide the PAGE NUMBER in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. X
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. X
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. X
- 4) Fill out and submit this Solicitation Submission Checklist. X
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. X
- 6) References: Provide a list and description of a minimum of three (3) similar municipal engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. Note: **Do not include work/services performed for the City of Coral Gables or City employees as references.** X
- 7) Bid Price Form: Complete and submit with bid. X
- 8) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. X

--NOTICE--

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

- X 1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Professional Services Agreement (*draft*).
- X 2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB.
- X 3. Prepare and submit ONE (1) ORIGINAL BID and THREE (3) PHOTOCOPIES with ONE (1) DIGITAL COPY CD or flash drive.
- X 4. Clearly mark the following on the outside of your submittal package: IFB Number, IFB Title, Bidder's Name and Return Address, Submittal Deadline.
- X 5. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR BID PACKAGE.



FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Attached are the instructions to register a foreign limited liability company to transact business in Florida. The requirements are as follows:

Pursuant to s. 605.0902, Florida Statutes, the attached application must be completed in its entirety.

The foreign limited liability company must submit certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.

- The name of a limited liability company must be distinguishable on the records of the Florida Department of State. If the name of your limited liability company is not distinguishable on our records, you must adopt an alternative name to use in the state of Florida.
- The name of a limited liability company in the state of Florida must contain the words "Limited Liability Company," The abbreviation "L.L.C.," or the designation "LLC."

A preliminary search for name availability can be made on the Internet through the Division's records at www.sunbiz.org. Preliminary name searches and name reservations are no longer available from the Division of Corporations. You are responsible for any name infringement that may result from your name selection.

The fees to register are as follows:

\$ 100.00	Filing Fee for Application
\$ 25.00	Designation of Registered Agent
\$ 30.00	Certified Copy (optional)
\$ 5.00	Certificate of Status (optional)

➤ **Important Information About the Requirement to File an Annual Report**

All Foreign Limited Liability Companies must file an Annual Report yearly to maintain "active" status. The first report is due in the year following formation. The report must be filed electronically online between January 1st and May 1st. The fee for the annual report is \$138.75. After May 1st a \$400 late fee is added to the annual report filing fee. "Annual Report Reminder Notices" are sent to the e-mail address you provide us when you submit this document for filing. To file any time after January 1st, go to our website at www.sunbiz.org. There is no provision to waive the late fee. Be sure to file before May 1st.

A letter of acknowledgment will be issued free of charge upon registration. Please submit one check made payable to the Florida Department of State for the total amount of the filing fee and any optional certificate or copy.

A COVER letter should be submitted along with the application, certificate, and check. The mailing address and courier address are noted below.

Any further inquiries concerning this matter should be directed to the Registration Section by calling (850) 245-6051.

MAILING ADDRESS:
Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:
Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

COVER LETTER

**TO: Registration Section
Division of Corporations**

SUBJECT: Spieth Anderson LC DBA Spieth America
Name of Limited Liability Company

The enclosed "Application by Foreign Limited Liability Company for Authorization to Transact Business in Florida," Certificate of Existence, and check are submitted to register the above referenced foreign limited liability company to transact business in Florida.

Please return all correspondence concerning this matter to the following:

Brent Poulsen

Name of Person

Spieth Anderson LC DBA Spieth America

Firm/Company

3327 Ranger Road, Lansing MI 48906

Address

Lansing, MI 48906

City/State and Zip Code

b.poulsen@spiethamerica.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Evie Thompson

at (517) 999-8230

Name of Contact Person

Area Code

Daytime Telephone Number

MAILING ADDRESS:

Division of Corporations
Registration Section
P.O. Box 6327
Tallahassee, FL 32314

STREET ADDRESS:

Division of Corporations
Registration Section
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Enclosed is a check for the following amount:

\$125.00 Filing Fee

\$130.00 Filing Fee &
Certificate of Status

\$155.00 Filing Fee &
Certified Copy

\$160.00 Filing Fee, Certificate
of Status & Certified Copy

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Spieth Anderson LLC DBA Spieth America
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C.," or "LLC.")

2. LLC of the state of Michigan. Certification Attached. 3. 82-4263560
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. November 28, 1982
(Date first transacted business in Florida, if prior to registration.)
 (See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 3327 Ranger Rd. 6. 3327 Ranger Rd.
(Street Address of Principal Office) (Mailing Address)
Lansing, MI 48906 Lansing, MI 48906

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: _____

Office Address: _____

_____, Florida _____
(City) (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

(Registered agent's signature)

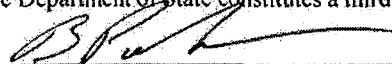
8. The name, title or capacity and address of the person(s) who has/have authority to manage is/are:

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<u>National Sales Direct</u>	<u>Brent Poulsen</u> <u>3327 Ranger Rd.</u> <u>Lansing MI 48906</u>	_____	_____
<u>Technician & Installer</u>	<u>Russell Bolingbroke</u> <u>3327 Ranger Rd.</u> <u>Lansing MI 48906</u>	_____	_____

(Use attachments if necessary)

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



 Signature of an authorized person

Brent Poulsen

 Typed or printed name of signee

LARA Corporations
Online Filing System
 Department of Licensing and Regulatory Affairs

Form Revision Date 02/2017

ARTICLES OF ORGANIZATION
For use by DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

Article I

The name of the limited liability company is:

SPIETH ANDERSON USA LC

Article II

Unless the articles of organization otherwise provide, all limited liability companies formed pursuant to 1993 PA 23 have the purpose of engaging in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan. You may provide a more specific purpose:

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

Article III

The duration of the limited liability company if other than perpetual is:

Article IV

The street address of the registered office of the limited liability company and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: BRENT POULSEN
 2. Street Address: 3327 RANGER ROAD
 Apt/Suite/Other:
 City: LANSING
 State: MI Zip Code: 48906

3. Registered Office Mailing Address:
 P.O. Box or Street Address: 3327 RANGER ROAD
 Apt/Suite/Other:
 City: LANSING
 State: MI Zip Code: 48906

Signed this 9th Day of January, 2018 by the organizer(s):

Signature	Title	Title if "Other" was selected
Frank L. Hill	Organizer	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF ORGANIZATION

for

SPIETH ANDERSON USA LC

ID Number: 802148772

received by electronic transmission on January 09, 2018 **, is hereby endorsed.**

Filed on January 09, 2018 **, by the Administrator.**

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of January, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

REFERENCES

Mike Ferralli

President of US Gym Products

Contracted Technician and Equipment Installer for Spieth America

Mike Ferralli, president of US Gym Products, founded in 2003, specializes in supplying & installing gymnastics equipment/matting. In their 15-year history, they have developed a reputation of excellence that far exceeds any other company's reputation in the industry.

The reputation is so exceptional, that US Gym Products has been contracted by multiple world class organizations such as *Cirque Du Soleil, Walt Disney, Warner Brothers, Universal Pictures, 20th Century Fox, Sony Pictures, US Department of State, US Navy, USMC, US Air Force, US Air Force Academy, US Army, British Royal Air Force* and many more.

US Gym Products specialize in high end custom installations in the gymnastics industry.

Project details and pictures can be seen at www.usgymproducts.com/3888-2/

Team Attraction Gymnastics; Apex, NC:

Project Date: 2015 - Present

Services Provided: Redesign & modernized vault and tumbling area.
Designed & built platform; Supplied & installed all equipment & matting.
Contact: Brian Ward | 919-395-5302 | brian.teamattractiongym@gmail.com

Camp Romaca; Hinsdale, MA:

Project Date: 2012 - Present

Services Provided: Deigned facility, supplied & installed all equipment & matting. Yearly maintenance & setup contract.
Contact: Jeff Saltz | 941-907-7373 | jeff@romaca.com

USA Youth Fitness Center; Gilbert AZ:

Project Date: 2007 - Present

Services Provided: Facility design, supplied & installed all equipment/matting.
Contact: Mike Naddour | 480-326-8877 | Mnaddour@usagymaz.com

NC State University Gymnastics; Raleigh, NC:

Project Date: 2003 - Present

Services Provided: Redesigned & Modernized the Facility.
Maintained & Supplied all Equipment & Matting Required.
Contact: Mark Stevenson | 919-522-6294 | joyousd13@aol.com

Temple University Gymnastics; Philadelphia, PA:

Project Date: 2015

Services Provided: Designed & Modernized Facility.
Designed and built platform
Supplied & installed all equipment & matting
Contact: Mike Rosso | 908-907-2560 | michael.rosso@temple.edu

University of Pennsylvania Gymnastics; Philadelhia, PA:

Project Date: 2013

Services Provided: Redesigned & modernized facility.
Designed and built platform
Supplied & installed all equipment & matting.
Contact: John Ceralde | 267-243-0742 | jceralde@pobox.upenn.edu

REFERENCES

Russell Bolingbroke

*Warehouse & Inventory Specialist and Customer Service Sales Representative
Technician and Equipment Installer for Spieth America*

Russell Bolingbroke is the former Sr. Elite USAG Trampolinist, and Jr. Elite Power Tumbler. He has also successfully coached the USAG and AAU Gymnastics teams for over a decade in Sarasota, Florida.

Over time within the gymnastics industry, one of his many talents is his strength in coaching with the USAG Trampoline and Tumbling program. Russell has coached many elite athletes in this discipline and in August 2013 he was elected as Florida State Chair for USAG Trampoline and Tumbling. He ran the State of Florida in this seat for the following 2 competition seasons till July 2015.

He lived in Florida for the last 15 years but this January has relocated to Lansing, Michigan as he has joined the Spieth America team Warehouse & Inventory Specialist and Customer Service Sales Representative. Russell also assists with facility and meet installations as an on-site representative.

Rebound Products INC; Richmond Hill, ON Canada

Date: Present

Relationship: Professional advisor & equipment specialists
Contact: Scott Martin, Operations Manager
647-298-0442 | scott@reboundproducts.com

Stick It Gymnastics; Orlando, FL

Date: 2012 - 2016

Relationship: Installation of gymnastics equipment
Contact: Stephen Raymond, Owner/Operator
Medalist and Team coach for USA World Double Mini team
321-439-9353 | trampntumble06@aol.com

Kids SuperGym Lakewood Ranch; Sarasota, Florida

Date: 2005 - 2018

Relationship: Co-Head Coach & industry specialist
Contact: Darinka Angelova
Womens Artistic Competitive Team Coach & Cat. 2 Power Tumbling Judge
941-323-5835 | darina2003bg@yahoo.com

REFERENCES

Extreme Athletic Supply

P.O. Box 219
Hillsdale, WY 82060
Phone: 970-231-3905 Fax: [Your Fax]
E-Mail: cassandra@easupply.net
Web: www.easupply.net

February 27, 2018

To Whom It May Concern:

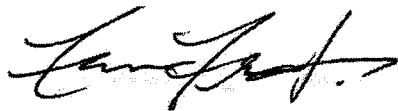
I am writing this letter on behalf of Spieth America. My name is Cassandra Bokleman I am the president of Extreme Athletic Supply. I have been in the industry for over 15 years and have seen the good and bad of most suppliers out there. During that time, I have worked with suppliers in the industry including: AAI, Janssen Fritsen, Carolina Gym Supply, Norberts, Tumbler Trak, Fenner Mfg., Tramp Master, Norberts and several others. All are great companies and have a long-standing history in this industry.

Since working with Spieth America, I have most recently been impressed with their innovation and desire to improve the equipment standards in the industry. One example of this is the All-American Bars, while the concept of adjusting the bars from the floor is not new, Spieth has come up with a design that has taken the ease a step further making the sliding adjusters easy to use and match up with the AAI settings everyone is so use to and made the High bar adjustable from the floor, taking away serious safety concerns from athletes and coaches climbing on to sliders or jumping to adjust the bars. Such a simple design change made an apparatus easier and safer to use. There are several examples like this where they have taken the design of a piece of equipment out there and just modified it slightly to make it safer or easier to use.

I also have been very impressed with their community involvement as they truly care about the industry and aren't just out to make a quick buck. They are willing to learn and want to understand what coaches are needing and wanting in the industry. This is important for a company whose industry is counting on the equipment to help make the coaches jobs easier and safer so that the coaches can in-turn provide a safe and effective learning environment for all of their students.

With all of this being said, there are a lot of great manufactures out there and lots of different lines of equipment to choose from and while I whole heartedly believe that they all have their uses, I prefer working with companies who are invested in the industry and will stand behind their products 110%. This level of confidence and the desire to make the sport safer and better is a quality that truly makes them stand apart.

Sincerely,



Cassandra Freytag
President
Extreme Athletic Supply
www.easupply.net
cassandra@easupply.net
(970) 231 3905

Individual Product prices do not include freight. Future purchases can use the prices on each line item but any future orders will incur a freight charge.

The SPIETH America products listed in this bid will include a one year warranty on each item. This warranty will include a one time only free of charge inspection prior to the one year warranty expiration date ensure all products are in working order.

IFB 2018.005 GYMNAS TIC EQUIPMENT

PRICE SHEET

BIDDER NAME # Spieth America FEIN# 82-4263560 Bidder shall provide pricing as structured below, for the Gymnastic Equipment, as described in the Scope of Work of this IFB. ALL PRICING IS TO BE SUBMITTED ON THIS FORM ONLY.

A unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.

Estimated quantities are provided for your guidance only. No guarantee is expressed or implied as to actual quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid.

Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. Bidders must bid on all items. Failure to do so may deem your bid non-responsive. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

Item #	Item	Description	Est. Qty.	Brand / Model	Unit of Measure	Unit Price	Ext. Price
1	OCTAGON TUMBLER	Octagon - 30" x 36", Blue / Light Blue	1	CCOST-4	Each	\$ 364.50	\$ 364.50
2	OCTAGON TUMBLER	Octagon - 25" x 36", Blue/Red	2	CCOST-3	Each	\$ 319.50	\$ 639.00
3	OCTAGON TUMBLER	Octagon - 15" x 24", Blue/Yellow	2	CCOST-1	Each	\$ 158.40	\$ 316.80
4	HANDSPRING TRAINER	36" Handspring Trainer, Royal Blue/Orange.	2	CHT-36	Each	\$ 534.60	\$ 1,069.20
5	INCLINE	36" W x 72" L x 16" H, Blue/Orange	3	CHIM-2	Each	\$ 395.10	\$ 1,185.30

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
6	FOLDING INCLINE	Foldable Incline 60" W x 120" L x 22" H and easily folds to 60" W x 60" L x 24" H.	3	CHFI-1	Each	\$ 1,089.00	\$ 3,267.00
7	INCLINE	Incline 48" W x 72" L x 16" H, Blue/Red	3	Chim-3	Each	\$ 395.10	\$ 1,185.30
8	INCLINE	Incline - 24" W x 48" L x 14" H	4	Chim-1	Each	\$ 208.80	\$ 835.20
9	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 6' x 12' x 1 1/4"	8	481VEO	Each	\$ 408.60	\$ 3,268.80
10	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 5' x 10' x 2"	8	489VEO	Each	\$ 416.70	\$ 3,333.60
11	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 4' x 6' x 1 1/4"	10	476VEO	Each	\$ 174.60	\$ 1,746.00
12	PARACHUTE	(Speith America Item # CP-4 or Approved Equal)	2	CP-4	Each	\$ 136.80	\$ 273.60
13	PARACHUTE	PARACHUTE 20 DIAMETER US (Speith America Item # CP-3 or Approved Equal)	2	CP-3	Each	\$ 100.80	\$ 201.60
14	MULTI-PURPOSE MAT	L x 3/4" H (Brand: Simone Biles, or Approved Equal)	2	sb-mpm	Each	\$ 250.20	\$ 500.40
15	SOFT IMPACT MAT	4'X6'X6"	1	Sim-466	Each	\$ 270.00	\$ 270.00
16	SOFT TOP PIT MODULE	5'X10'X24"	1	GPM-51024	Each	\$ 1,417.50	\$ 1,417.50
17	GYMN.PIT.MOD.	Gym Pit Module 5' x 10' x 32" No Velcro	1	gpm-51032	Each	\$ 1,661.40	\$ 1,661.40
18	STING MAT	2m x 3m x 5 cm	2	445	Each	\$ 485.10	\$ 970.20
19	STING MAT	1m x 2m x 5cm, Non-Fold	2	444	Each	\$ 229.50	\$ 459.00
20	THROW MAT	4.5' x 8' x 4", Non-Fold	2	447	Each	\$ 287.10	\$ 547.20
21	TRAINING MAT	5' x 10' x 8", Non-Fold	8	417	Each	\$ 591.30	\$ 4,730.40
22	AIR TRACK	33' X 6-1/2' X 8" (10m X 2m X 20 cm) Flat Track	2	\$1740926	Each	\$ 2,721.60	\$ 5,443.20

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
23	MINI AIR BLOWER FOR AIR TRACKS	MINI AIR BLOWER FOR AIR TRACKS (rapid inflation and deflation at 260 mBar maximum pressure with maximum flow-rate of 2000 l/min; weighs 3.75 lbs). Must be compatible to work for item # 22 AIR TRACK.	3	S1740076	Each	\$ 99.00	\$ 297.00
24	FOAM STEPS	3 Steps Foam Steps 21" W x 33" L x 24" H Blue/Yellow.	3	CCS-1	Each	\$ 324.90	\$ 974.70
25	MAILBOX	16" W x 36" L x 20" H. Red / Blue.	2	CMBx-1	Each	\$ 180.90	\$ 361.80
26	DONUT STUFFER	Donut Stuffer and Halves - 18" x 52" Diameter, 18" x 30" D, Blue/Light Blue/Red	1	CHRD-2	Each	\$ 760.50	\$ 760.50
27	TRI-TOP TRAPEZOID	36" W (at the base) x 48" L x 48" H (6 total pieces, that split into 3 sections attach together with velcro) Royal Blue/ Red.	2	CVB-3	Each	\$ 1,285.20	\$ 2,570.40
28	SOFT IMPACT MAT	6' x 8' x 12" (Handles on each side)	2	Sim-6812	Each	\$ 695.70	\$ 1,391.40
29	SOFT IMPACT MAT	5' x 6' x 8" (Handles on each side)	2	Sim0568	Each	\$ 374.40	\$ 748.80
30	RED MULTI-BLOCK	Red Multi- Blocks 3 - 24" W x 16" L x 8" H blocks 2 - 24" W x 24" L x 8" H blocks 1 - 24" W x 48" L x 8" H blocks Overall size: 24" W x 48" L x 24" H	1	CSB-2	Each	\$ 621.90	\$ 621.90

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
31	DIVIDER WALL DOORS	Divider Doors 60" x 28" x 6" (Speith America Item # CWD-2 or Approved Equal) Color : Blue	2	CWD-2	Each	\$ 234.90	\$ 469.80
32	DIVIDER WALL	Divider Wall 60" x 28" x 6" (Speith Item # CWD-1 or Approved Equal) Color : Blue	8	CWD-1	Each	\$ 207.90	\$ 1,663.20
33	AIRMAT BOARD RED	2' W x 4' L x 10cm H (Speith America Item # S1740501 or Approved Equal)	2	S1740501	Each	\$ 279.00	\$ 558.00
34	FINISHED CLIMBING ROPE	Finish Climbing Rope 6m (19.7 ft)	1	H37600	Each	\$ 101.70	\$ 101.70
35	JUNIOR ZOID -3 SECTION	The Junior Zoid (3 sections), Blue, Yellow & Red, 30" W (at the base) x 36" L x 36"	1	CVB-2	Each	\$ 721.80	\$ 721.80
36	SPOTTING BLOCK	20" W x 60" L x 24" H, Color Blue	2	CSB-1	Each	\$ 469.80	\$ 939.60
37	DOUBLE WALL BAR	Double Wall Bar (Speith America Item #5106-100 or Approved Equal) Bars are 9 ft. high, made of solid wood and come with 17 detachable wall bars.	1	5106-100	Each	\$ 594.90	\$ 594.90
38	UNEVEN BARS	All American uneven bars 6- Axis Cables	1	5101-130	Each	\$ 4,133.70	\$ 4,133.70
39	ALL-AMERICAN SPOTTING PLATFORM	All American spotting platform (compatible to used for un-even bars)	1	5175	Each	\$ 1,154.70	\$ 1,154.70
40	LANDING MAT	7.5 x 12 x 12 cm * Must be custom fit	7	435	Each	\$ 1,156.50	\$ 8,095.50

Item #	Item	Description	Est Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
41	FREESTANDING BAR MAT SYSTEM	Complete Landing Mat Set for the Freestanding Uneven Bars (Speith America Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x185cm (33 1/2") center frame mat	1	5200-100	Each	\$ 1,875.60	\$ 1,875.60
42	FREESTANDING UNEVEN BARS	Freestanding uneven Bars (Speith Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x185cm (33 1/2") center frame mat	1	1383124	Each	\$ 5,676.30	\$ 5,676.30
43	METHODICAL HORIZONTAL BAR	Methodical Horizontal Training Bar (Speith Item #5177 or Approved Equal)	1	5177	Each	\$ 1,572.30	\$ 1,572.30
44	TRAINER PLATFORM LADDER	Trainer Platform - Movable Ladder (Speith America Item #1490373 or Approved Equal)	1	1490373	Each	\$ 1,415.70	\$ 1,415.70
45	LANDING MAT	Competition Landing Mat - 8' x 15.5' x 12cm - Velcro Ends Only (VAULT AREA)	2	412	Each	\$ 1,329.30	\$ 2,658.60
46	FIBREGLASS RAIL FOR FREESTANDING	WOMENS CARBOFLEX RAIL FOR METHODICAL HORIZONTAL BAR	2	2202205	Each	\$ 384.30	\$ 768.60
47	SOFT MAT	400 x 200 x 10 cm Color : Blue	1	1540505	Each	\$ 789.30	\$ 789.30
48	PORTABLE PIROUETTE BAR	38 3/8" L x 9 5/8" H	1	166w	Each	\$ 149.40	\$ 149.40

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
49	HANDSTAND REBOUNDER SINGLE	Handstand Rebounder Single (Spelth America Item #398 or Approved Equal)	1	398	Each	\$ 1,441.80	\$ 1,441.80
50	CHALK BOWL WITH STAND	Chalk Bowl with cover and folding stand allow for unit to be stored easily if needed. 18" W x 16" L x 36" H	2	5191-000	Each	\$ 219.60	\$ 439.20
51	JUNIOR TRAINING BAR	Junior Training Bar (36" to 51" high, in 3" increments) Maximum weight limit is 150 lbs.	1	366	Each	\$ 470.70	\$ 470.70
52	SOFT TOP AND BOTTOM MAT	Our Jr. Swing Bar Mat is constructed of 18oz. vinyl and prime polyurethane foam. 4' x 8' x 10cm	1	443	Each	\$ 248.40	\$ 248.40
53	HIP KIP TRAINER	Hip Kip Trainer (Spelth, Item # 5106-000 or Approved Equal)	1	5106-000	Each	\$ 129.60	\$ 129.60
54	LEG BASE PAD	Leg Base Padding- Steel Parallel Bars , Each pad (13" W x 33" L x 3/4" H) Sold in pairs	2	165-lbp	Each	\$ 193.50	\$ 387.00
55	FLOOR PARALLEL BAR TRAINER	Floor Bar Trainer 12" Parallel Bar Trainer.	1	165-12	Each	\$ 272.70	\$ 272.70
56	TRAINING MAT	7' x 10' x 8", Non-Fold	1	470	Each	\$ 805.50	\$ 805.50
57	ANTI-SKID BOTTOM TRAINING MAT	5' x 10' x 8'	4	417AS	Each	\$ 603.00	\$ 2,412.00
58	ANTI-SKID BOTTOM THROW MAT	5' x 10' x 4"	2	448AS	Each	\$ 423.90	\$ 847.80

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
59	TAPERED END TRAINING MAT	Tapered End Training Mat 5' x 10' x 8" Taper starts at 8" and goes Landing area is 5' x 10' x 8" down to 1" over 15". Landing area is 5' x 10' x 8"	2	417T	Each	\$ 594.00	\$ 1,188.00
60	PERFORMANCE SERIES COMPETITION CRANK	The Performance Series Competition Crank Beam Designed to FIG, USAG, NCAA, NFHS, and AAU dimensional specs. 4' W x 16' L	2	5121-120	Each	\$ 2,731.50	\$ 5,463.00
61	LANDING MAT	Landing Mat (7.5' x 15.5' x 12cm - Velcro 4 Sides, Folding) Landing Mat for the crank beam	4	424V4S	Each	\$ 1,603.80	\$ 6,415.20
62	LANDING MAT	Landing Mat (7.5' x 12' x 12 cm) Custom mat for Beam	4	435	Each	\$ 1,156.50	\$ 4,626.00
63	VELCRO FLAP	Velcro Flap 15.5' Long x 10' Wide	2	424VF	Each	\$ 69.30	\$ 138.60
64	BEAM LEG UPRIGHT PADS	For Performance Series Balance Beams (#5121-100, #5121-120 and #5121-335 or Approved Equal). *** Protective padding specifically designed for Crank Beam***	2	605A	Each	\$ 334.80	\$ 669.60
65	BEAM LEG BASE PAD	BEAM LEG BASE PAD (PR) 12CM 7.5' x 11" x 12cm. Sold in pairs. ** Made for crank beam***	2	606	Each	\$ 441.90	\$ 883.80

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
66	LOW TRAINING BEAM TOP ONLY	16' Competition Low Profile Training Beam 4" W x 16' L x 13" H. Non-adjustable legs. (Speith American Item # 5121-340 or Approved Equal)	1	5121-340-000	Each	\$ 1,088.10	\$ 1,088.10
67	LOW BEAM LEGS	Low Training Beam Legs for (Speith America Item # 118A and 5121-340 or Approved Equal) 21.5" W x 10" H, Non-adjustable	1	225A	Each	\$ 147.60	\$ 147.60
68	STEEL LOW TRAINING BEAM	Steel professional 4" W x 12' L x 13" H. Non-adjustable legs.	1	118	Each	\$ 569.70	\$ 569.70
69	BEAM TRAINING PAD	The wrap around Beam Training Pad provides a softer surface to extend training sessions. It secures around the beam with hook and loop fastener (4" W x 42")	2	5126-001	Each	\$ 188.10	\$ 376.20
70	BEAM SURFACE EXPANDER WASHABLE COVER	Beam Surface Expander, but with a washable cover (8" W x 2.5m (8'3") L)	2	189W	Each	\$ 425.70	\$ 851.40
71	FOAM LEARNING BEAM	of beam is 6"	3	5126-002	Each	\$ 249.30	\$ 747.90
72	AIR BEAM	15 3/4" (40cm) W x 16'5" (500cm) L x 4" (10cm) H	2	S1740523	Each	\$ 357.30	\$ 714.60
73	FULL-SIZE MOUNTING BLOCK	24" W x 48" L x 9" H	1	5007-000	Each	\$ 241.20	\$ 241.20

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
74	LANDING MAT	Competition Landing Mat - 8' x 4' x 12cm - Velcro Ends Only, Non-Folding	1	413	Each	\$ 500.40	\$ 500.40
75	SPRINGBOARD KREON	The Hard Springboard by *SPIETH Germany is standard size, 120cm (47 1/4" x 60cm (23 2/3"), Spieth Brand or Approved Equal.	1	1411714	Each	\$ 935.10	\$ 935.10
76	SPRINGBOARD IRIS 'SILVER' 5 SPRINGS	The Soft Springboard by *SPIETH America or Approved Equal, 120cm (47 1/4" x 60cm (23 2/3")	2	1411704	Each	\$ 866.70	\$ 1,733.40
77	COMPETITION ACCELERATOR BOARD	Strategic configuration for seven interchangeable coil springs. Four blue (hard) and three red (soft) provide a positive return	2	5002-334	Each	\$ 648.90	\$ 1,297.80
78	LITTLE THUMPER BOARD	Recommended weight limit is 50 lbs.	1	338	Each	\$ 195.30	\$ 195.30
79	JUNIOR ACCELERATOR BOARD	The springs should be easy to insert and remove if adjustments are needed for each gymnast.	2	334J	Each	\$ 456.30	\$ 912.60
80	BLUE VAULT RUNWAY	3'X84"X1-3/8" NON-FLEXI	1	177-125	Each	\$ 624.60	\$ 624.60
81	NON-FOLD VAULT SAFETY ZONE	Constructed of an 8" combination of polyethylene and polyurethane foams for added strength and durability and covered with strong, 18oz. PVC vinyl. Meets FIG specification.	2	5002-330	Each	\$ 396.00	\$ 792.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
82	PERFORMANCE SERIES ROUND-OFF ENTRY PAD	39 3/8" W x 47 1/4" L x 1" H	1	622	Each	\$ 207.00	\$ 207.00
83	FOAM VAULT TABLE TRAINER	FOAM VAULT TABLE TRAINER (4 SECTIONS) Rainbow Color	1	CFT-135	Each	\$ 1,948.50	\$ 1,948.50
84	LANDING MAT	Competition Landing Mat -425 8' x 15.5' x 20cm - Velcro Ends Only, Folding	1	425	Each	\$ 2,223.90	\$ 4,447.80
85	LANDING MAT	Competition Landing Mat - 8' x 4' x 20cm - Velcro Ends Only, Folding	1	431	Each	\$ 601.20	\$ 601.20
86	VAULT MAT SYSTEM	This 4-piece system includes two base mats (5' W x 10' L x 16" H, each) and two additional mats, providing 16", 32", 40", and 48" landing surfaces. Meets all specifications for USA Gymnastics Level 3 and Xcel Vault.	1	455	Each	\$ 3,614.40	\$ 3,614.40
87	TRAMP BOARD	Mini, adjustable trampoline with a total top trampoline surface of 24" W x 36" H. Wheels on the frame allow for easy transport while rubber grips on the bottom prevent sliding.	2	5006-100	Each	\$ 924.30	\$ 1,848.60
88	SPRING - HARD BOARD	3" Individual Coil Spring for Springboards, Blue	4	P334-3m	Each	\$ 27.00	\$ 108.00

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
89	SPRING - SOFT BOARD	3" Individual Coil Spring for Springboards, Red	4	P334-3m	Each	\$ 19.80	\$ 79.20
90	TRAINING OBSTACLE COURSE	Training Obstacle Course includes the following products: 1 set of Stepping Stones 4 - Pillars 1 - Balancing Log 1 - Bench 2 - Blocks 1 - Barrier 4 - Slanted Steps	1	ST-OBS17	Each	\$3,092.40	\$ 3,092.40
91	SMALL STEP-IN BELT	Small Step-In belt fits gymnasts with 18"-28" waists. (pad length is 22.5" and width is 6.5") For gymnasts with 24"-36" waists, Norberts Item # G-010SL or Approved Equal.	2	GS-010SS	Each	\$ 81.00	\$ 162.00
92	MOSCOW FLOOR	(Spieth America Item # 1790752 or Approved Equal) INCLUDES: FULL FLOOR, COMPETITION CARPET AND INCLINES 13x13m (42'8" x 42'8") FIG Certified, ORIGINAL REUTHER *Moscow 12.65mx13m	1	1790752	Each	\$39,358.80	\$ 39,358.80
93	LARGE STEP-IN BELT	Large Step-In Tumbling Belt fits gymnasts with 24"-36" waists. For gymnasts with 18"-28" waists, (Norberts Item # G-010SS or Approved Equal)	2	GS-010SL	Each	\$ 81.00	\$ 162.00

Item #	Item	Description	Est Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
94	CARTWHEEL BLOCK	The block is 18" x 36" x 5" and comes with two dots for hand placement, Norberts Item # SC-3618 or Approved Equal.	3	SC-3618	Each	\$ 54.00	\$ 162.00
95	DELUXE 2 STEP	Deluxe 2 Step measures 24"W x 33L" x 14"H. 95 ILD polyfoam base is topped with layer of firm 1.25" polyethylene for additional support and a much longer life. Covers are fabricated of brightly-colored 18-oz. vinyl-coated polyester. (Norberts Item # GF-842D or Approved Equal)	2	GF-842D	Each	\$ 135.00	\$ 270.00
96	DELUX GRAND CANYON BAR BLOCK SET	All Grand Canyon Bar blocks are 34" wide and 52" wide. Three heights (12", 24" and 48") are available. Deluxe set consists of four 12", 24" and 48" blocks. Norberts Item # CB-200 or Approved Equal.	1	CB-200	Each	\$ 6,075.00	\$ 6,075.00
97	STRAIGHT ARROWS	Use these colorful rubberized vinyl shapes Multicolored set of 6.	6	GF-153	Each	\$ 24.30	\$ 145.80

Item #	Item	Description	Est Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
98	TURN ARROWS	6 colorful rubberized vinyl shapes. Multicolored set of 6.	6	GF-155	Each	\$ 24.30	\$ 145.80
99	SQUEAKER STEPPING STONES	*This 6 piece set consists of one each red, blue, purple, orange, green and yellow 13" diameter 2" tall stepping stones. Each one measures approximately 2"H and 13" dia.	3	sq-6	Each	\$ 108.00	\$ 324.00
100	STOP, SLOW, GO	STOP, SLOW & GO Set of 3 traffic directing poly vinyl shapes. A bright yellow SLOW diamond, a red Octagon shaped STOP sign and a green circular GO.	5	GF-157	Each	\$ 16.20	\$ 81.00
101	FITNESS SPOTS	Set of ten 9" diameter round molded blue vinyl spots with bright yellow figures.	5	GF-158	Each	\$ 42.30	\$ 211.50
102	RAINBOW STARS	Use these colorful rubberized vinyl shapes Set of six 9" stars includes one of each color: blue, brown, red, yellow, green & light blue. Select this --link to see a short video of a class using Rainbow Stars.	6	GF-156	Each	\$ 23.40	\$ 140.40
103	HOP SPOTS	Use these colorful rubberized vinyl shapes Our 10" diam. Hop Spots come in 1 dozen (Sets of 12). All are yellow with red design.	5	GF-150	Each	\$ 49.50	\$ 247.50
104	POLY PAD	Poly Pad "Trapezoid Topper", 20" x 36"	2	PTT-105	Each	\$ 76.50	\$ 153.00

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
105	LINE UP MAT	Line Up Mat, 15" x 144" (Norberts Item # LUM-101 or Approved Equal) Mat has numbers 1-12	1	LUM-101	Each	\$ 97.20	\$ 97.20
106	BEGINNING CARTWHEEL MAT	Beginning Cartwheel Mat, (Norberts Item # BC-101 or Approved Equal)	1	BC-101	Each	\$ 106.20	\$ 106.20
107	STRONG BODY WALK MAT	Strong Body Walk Mat, (Norberts Item # SBW-102 or Approved Equal)	1	SBW-102	Each	\$ 164.70	\$ 164.70
108	SPEED BUMPS	Speed Bumps Set of 6, Rainbow colors (Norberts Item # GF-888 or Approved Equal)	4	GF-866	Each	\$ 62.10	\$ 248.40
109	VAULT ANCHOR MAT	Vault Table Base Mat for GMR VAULT *** must be GMR. Two-piece form fitted system fits over the vault base with ease. 4'x8' surface for the spotter. Mat is constructed with a foam filler consisting of prime polyurethane foam and a thick cross-link polyethylene foam, covered in a blue 18 oz. vinyl.	1	GMR	Each	\$ 558.00	\$ 558.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
110	NUMBERS 0-9 SET OF 10	Use these colorful rubberized vinyl shapes as the basis for games that focus players' concentration, encourage persistence and hone directional orientation and symbol/shape/number/color recognition skills. Tough, non-toxic pads aren't painted or coated; colors are permanently set during the molding process. Our 9" Number sets are sold with number 0 to 9 in your COLOR RED	5	GF-146	Each	\$ 36.00	\$ 180.00
111	CONES 12" SET OF 12	Bright fluorescent orange polyethylene cones have dozens of uses from obstacle courses to relay goals. Three other sizes are also available. Sold in sets of 12:	10	c-112	Each	\$ 30.60	\$ 306.00
112	JUMP ROPE COTTON	This traditional cotton jump rope has wooden handles and is 8' long.	10	Uline	Each	\$ 5.85	\$ 58.50
113	LEATHER BAR STRAPS	DGS Gymnastic (Item # V26 or Approved Equal) **These bar straps are to be used only on men's high bar. These may not be used on women's rails.**	4	V26	Each	\$ 53.96	\$ 215.84
114	BAR STRAPS	BAR STRAPS FOR HIGH BAR TRAINING (8 SETS PER ORDER)	3	\$932	Each	\$ 57.60	\$ 172.80

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
115	24" VICHI DOLL	24" tall durable plastic 16-segmented VICI (Virtual Image Coaching Implement) Red color.	2	VD-124	Each	\$ 21.60	\$ 43.20
116	MINI BAR RING SET	Consists of two 2" webbing straps, a pair of 6" diameter solid wood round hand rings and connection hardware. Connection points are shrouded to restrict user access. Rings are smaller than traditional official wooden rings so they comfortably fit young user's hands. Straps are approximately 24" long.	2	MBR-100	Each	\$ 94.50	\$ 189.00
117	RUNWAY TAPE	82' long, 1-1/2" wide, with Hook	2	FX-140	Each	\$ 112.50	\$ 225.00
118	MINI BAR AND MINI BAR COMBO MAT	This includes both Mini Bar and Mini Bar Mat combination. Norberts Item # GF-866 or	1	Gf-866	Each	\$ 494.10	\$ 494.10
119	GYMNASTIC CHALK	Top-quality Taiwanese gymnastic chalk is preferred by gymnasts, weightlifters and climbers. 8 two oz. cubes per pound; 36 one pound boxes per case.	2	186T	Each	\$ 234.00	\$ 468.00
120	SPOTTING STRAPS	" Thick, 4' long straps with swivel snaps for 2-person spotting.	2	G-011	Each	\$ 31.50	\$ 63.00

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
121	STICKY BEAM STRIPS	Comprised of 4" Hook fastener sewn to colored vinyl strips; hemmed all around to eliminate raw edges (unlike other brands). Bakers Dozen set of thirteen 8' long strips supplied in random colors. STICKY BEAM STRIPS SET OF 13	1	SBS-413	Each	\$ 135.00	\$ 135.00
122	KIP WHEEL	DGS Gymnastic -(Item # DGS-Kipwheel or Appeoved Equal)	5	DGS-Kipwheel	Each	\$ 130.46	\$ 652.30
123	WALL PADDING	4'X6' STANDARD WALL PADDING 4" , Blue	44	WCSB3202	Each	\$ 171.00	\$ 7,524.00
124	Custom 3 Sides Column Padding, C Pad Type	12.5"x20.5"x12.5" , Blue	4	1031	Each	\$ 301.50	\$ 1,206.00
125	Custom 3-Sides Column Padding Cpad	8.5"x28.5"x8.5" , Blue	1	1031	Each	\$ 301.50	\$ 301.50
126	Custom 3 Sides Column Padding C pad type	8.5" x19"x8.5" , Blue	1	1031	Each	\$ 256.50	\$ 256.50
127	Custom 2-Sides Column Padding, L pad type	8.5"x8.5" , Blue	1	1031	Each	\$ 195.30	\$ 195.30
128	Custom 4 Sides freestanding column padding, no backing	30"x26 1/4" , Blue	4	1031	Each	\$ 288.00	\$ 1,152.00
129	1/2" ROPE	Sturdy 1/2" diameter braided rope has permanently attached Swivel Snap. (MEASURMENT NEEDED)	2	P-118P	Each	\$ 126.00	\$ 126.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
130	DOUBLE PULLEY	Norbets Item # G-622 Or Approved Equal. Must be compatible to Item #130	4	G-622	Each	\$ 84.60	\$ 338.40
132	CHALK EATER	Chalk Eater Air Filtration System, Portable, 110 outlet (30"W x 36"L x 31"H)	2	DG5	Each	\$1,705.50	\$ 3,411.00
		Equipment Total					\$ 195,818.00
		Labor, Installation and Gym Equipment					\$ 10,680.50
		Removal & Transport of existing equipment					\$ 10,680.50
		Grand Total					\$ 217,179.00

All unit prices are listed as 10% off the standard list rate.

Bidder Name Spieth America 

CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this IFB Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by Contractor to be true and correct. The discovery of any omission or misstatements that materially affects the Contractor to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Contractor that has submitted the attached Response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A - CERTIFICATE OF BIDDER
- SCHEDULE B - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C - DRUG-FREE STATEMENT
- SCHEDULE D - BIDDER'S QUALIFICATION STATEMENT
- SCHEDULE E - CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F - AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G - PUBLIC ENTITY CRIMES
- SCHEDULE H - ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its IFB response. It is to be filled in, executed by the Contractor and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

Brent Poulsen

Authorized Name and Signature

National Sales Director

Title

March 7, 2018

Date

STATE OF Michigan

COUNTY OF Clinton County

On this 28th day of February, 2018, before me the undersigned Notary Public of

the State of MI personally appeared Brent Poulsen
(Name(s) of individual(s) who appeared before Notary)

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's execution.



NOTARY PUBLIC, STATE OF MI

Ian Carlson
(Name of notary Public; Print, Stamp or Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Drivers License
(Type of Identification Produced)

IAN CARLSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Jun 26, 2023
ACTING IN COUNTY OF CLINTON

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I nor the firm, hereby represent has:

- a employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Not Applicable
(Owner, Partner, Officer, Representative or Agent)

of the Contractor that has submitted the attached Response.

2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

4. No lobbyist or other contractor is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" - CITY OF CORAL GABLES - VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D" - CITY OF CORAL GABLES - BIDDER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Spieth Anderson LLC DBA Spieth America

Address: 3327 Ranger Road, Lansing MI 48906
Street City State Zip Code

Telephone No: 517-999-8230 Fax No: 517-999-8245 Email: b.poulsen@spiethamerica.com

How many years has your organization been in business under its present name? 50 Years

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Not Applicable

Under what former names has your business operated? : Spieth Anderson, and SA Sport

At what address was that business located? 104 Nu Dr # 1, Aledo, TX 76008

Are You Certified? Yes No If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes No If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes No If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Contractor's rights, remedies or duties under a contract for the same or similar type services to be provided under this IFB:

Have you ever been debarred or suspended from doing business with any government entity?

Yes No If Yes, explain

SCHEDULE "E" - CITY OF CORAL GABLES - CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

SCHEDULE "F" - CITY OF CORAL GABLES - AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION SWORN STATEMENT

I understand that the *above* named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

SCHEDULE "G" - CITY OF CORAL GABLES - STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An 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, executives, 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 prima 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.

4. I understand that a "person" as defined in Paragraph 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 Proposals or applies to Proposal or contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. 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.]**

Yes Neither the entity submitting this sworn statement, nor any of its 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.

No 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.

No 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 subsequent proceeding before a 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 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.

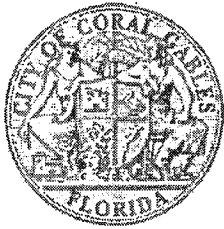
SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. 1 Date 2.26.2018 Addendum No. ____ Date ____

Addendum No. ____ Date ____ Addendum No. ____ Date ____

Addendum No. ____ Date ____ Addendum No. ____ Date ____



Invitation for Bid

IFB 2018.005

Gymnastic Equipment

ADDENDUM NO. 1

Issued Date: February 26, 2018

The following changes, additions, clarifications, and/or deletions amend the IFB document of the above captioned solicitation, and shall become an integral part of the Contract Documents. These questions are not verbatim but are summarized for clarity and conciseness for response purposes. You are to refer to the questions (Q) from prospective bidders and the City's answers (A) to those questions.

SECTION I – QUESTIONS

(Q1) Existing facility dimensions. Can a CAD drawing that includes the columns, dimensions etc. be provided? Please provide a sketch of the existing equipment layout.

(A1) **Yes the CAD File is provided in Attachment #3.
A sketch of the existing equipment layout is provided in Attachment # 4**

(Q2) Can a line for freight be added to the totals?

(A2) **No, freight should be included in pricing for equipment and installation.**

(Q3) Does an out of state bidder need to be registered as "Active" in with the Florida Department of State, Division of Corporations?

(A3) **Refer to the changes listed in Section 2.**

(Q4) Does an out of state bidder need to secure an occupational License Tax Cert?

(A4) **No.**

(Q5) Schedule "D" of the Contractors Affidavit - Certified and Licensed in what? For what?

(A5) **Please fill out the form as required and complete all "applicable fields".**

(Q6) Wall pads spec'd are 4" inch thick; existing is 2", which is preferred?

(A6) **Currently the wall pads are 2.5" thick and must match existing thickness.**

(Q7) Does the climbing rope need to be installed? Will I need a lift?

(A7) **Yes the climbing rope will need to be installed and attached to existing set up.
You may use a lift or ladder.**

- (Q8) Is there forklift access to the room for installation? Is there a loading dock.
- (A8) **Yes, there is a maintenance loading area that can be access. A small forklift can load in through the maintenance bay.**
- (Q9) Line #129 mentions 1/2" Rope but says *measurement needed. Do you have the measurement?
- (A9) **18' since a knot will be at the bottom to step on.**
- (Q10) Will the removal of existing equipment and installation of new equipment happen simultaneously?
- (A10) **No, the removal of existing equipment will occur, then there will be up to a five day period for the installation of new carpet, then there will be an installation of the new equipment.**
- (Q11) How far away is the storage facility? Will a truck be needed to transport existing equipment to storage?
- (A11) **Storage facility is approximately 3 miles away, and truck will be needed. The address of the storage facility can be founded in Section 2.**
- (Q12) Will the project manager be able to accept deliveries as they are shipped direct from the factories?
- (A12) **No. The bidder must be present to receive the deliveries.**

SECTION 2 – CHANGES

- **IFB 2018.005 Pricing Sheet- Attachment 1 #92 – MOSCOW FLOOR**

The measurements :13M X 13M (42'8" x 42'8")

Correct measurement : 12.65m x 13m (41.5 x 42')

- **Section 3 – Minimum Requirement A- BIDDER SHALL**

(A2) Provide proof of active status or documentation evidencing bidder is currently seeking active status with the Florida Department of State, Division of Corporation OR in the current state that the vendor is registered in to do business.

SECTION 3 – ATTACHMENTS

- **Gymnastic Facility CAD File – Attachment #3**
- **Sketch of Existing Equipment Layout – Attachment # 4**

This addendum shall be acknowledged in Section 8 (Schedule H - Acknowledgement of Addenda) form. All other terms and conditions shall remain in full force and effect.

Sincerely,



Procurement Officer

CITY OF CORAL GABLES, FL
FINANCE DEPARTMENT / PROCUREMENT DIVISION
405 Biltmore Way – Coral Gables, FL 33134



INVITATION FOR BIDS
IFB 2018.005
GYMNASTIC EQUIPMENT

Submittal Deadline / Bid Opening: 2:00 p.m. Wednesday, March 7, 2018



CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
FINANCE DEPARTMENT / PROCUREMENT DIVISION
Tel: 305-460-5102, Fax: 305-261-1601

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CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2018.005

The City of Coral Gables is seeking bids for **Gymnastic Equipment - IFB 2018.005**. This solicitation consists of the purchase, removal and installation of gymnastic equipment for the War Memorial Youth Center located at 405 University Dr. Coral Gables, FL 33134.

The Invitation for Bids (IFB) package may be downloaded by visiting PublicPurchase (www.publicpurchase.com). Prospective bidders must register with PublicPurchase, free-of-charge, in order to download the solicitation. A detailed user guide for the registration process may be downloaded by visiting the Procurement Division Supplier Services webpage at: www.coralgables.com/index.aspx?page=1275.

Any prospective bidder who has received this solicitation by any means other than through PublicPurchase must register immediately with PublicPurchase to ensure it receives any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of bid submitted.

A non-mandatory pre-bid meeting and site visit will be held at: War Memorial Youth Center Conference Room, 405 University Dr. Coral Gables, FL 33134 on **Wednesday, February 14, 2018 at 10:00 am**. Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Bidders who are interested in participating via telephone should send an e-mail to the contact person listed in this IFB expressing their intent to participate via telephone.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than **Tuesday, February 20, 2018 at 4:00 PM**. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Bids for IFB NO. 2018.005 will be received until **2:00 PM, Wednesday, March 7, 2018**. Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. Verbal or electronic (e-mailed) bids are not acceptable.

One (1) original bid, three (3) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) Gymnastics Equipment- IFB 2018.005 and (2) Bidder's Name, Address, Contact Name, and Telephone Number.

Certified minority business enterprises (as defined in Florida Statutes §287.0943 and §288.703) and other minority or woman-owned enterprises are encouraged to respond to this solicitation.

Anticipated Schedule of Events:

Solicitation Advertisement	Tuesday, February 6, 2018
Non-Mandatory Pre-Bid Meeting	10:00am Wednesday, February 14, 2018
Deadline for Questions	4:00 pm, Tuesday, February 20, 2018
Submittal Deadline / Bid Opening	2:00 pm, Wednesday, March 7, 2018

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department/ Procurement Division
 Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Gymnastic Equipment TFB No. 2018.005</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed bid submittals must be received prior to 2:00 p.m., Wednesday, March 7, 2018, by the Procurement Division, located at 2800 SW 72nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Letrice Y. Smith, MBA Title: Procurement Specialist Telephone: 305-460-5121 Email: lsmith@coralgables.com/ contracts@coralgables.com</p>
---	--

Bidder Name: Spieth Anderson LLC DBA Spieth America	FEIN or SS Number: 82-4263560
Complete Mailing Address: 3327 Ranger Road, Lansing MI 48906	Telephone No. 517-999-8230 Cellular No. 817-948-4453
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Fax No.: 517-999-8245
Bid Bond/ Security Bond (if applicable) _____%	Email: b.poulsen@spiethamerica.com

ATTENTION: THIS FORM ALONG WITH ALL REQUIRED IFB FORMS MUST BE COMPLETED, SIGNED (PREFERABLY IN BLUE INK), AND SUBMITTED WITH THE BID PRIOR TO THE SUBMITTAL DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID NON-RESPONSIVE.

THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE IFB DOCUMENTS AND THAT THE BIDDER HAS MADE NO CHANGES IN THE IFB DOCUMENT AS RECEIVED. THE BIDDER FURTHER AGREES, IF THE BID IS ACCEPTED, THE BIDDER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS IFB PERTAINS. FURTHER, BY SIGNING BELOW PREFERABLY IN BLUE INK ALL IFB PAGES ARE ACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SPECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE UNDERSIGNED HEREBY DECLARES (OR CERTIFIES) ACKNOWLEDGEMENT OF THESE REQUIREMENTS AND THAT HE/SHE IS AUTHORIZED TO BIND PERFORMANCE OF THIS IFB FOR THE ABOVE BIDDER.

Brent Poulsen	National Sales Director	March 7, 2018
Authorized Name and Signature	Title	Date

Coral Gables Local Preference Acknowledgement. (Check the box if you are asserting you qualify. A valid Coral Gables business tax receipt must be submitted as proof of qualification.) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696

Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. Bid must be firm for ninety (90) calendar days. The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

This solicitation is subject to the following Ordinances/Resolutions which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Procurement Code (City Code Chapter 2 Article VIII).

- Code of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697
- Local Preference – Sec. 2-696 (if applicable)

Conflict of Interest and Code of Ethics

- Coral Gables, FL, Code of Ordinances, Chapter 2 – Administration, Article V

City Clerk, Lobbyist Registration, Applications and Forms

- Lobbyist Registration & Disclosure of Fees – Ordinance No. 2006-11

Sincerely,

Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2018.005

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members.

Any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) or any other advertised solicitation between the city commissioners and city department heads, the city departments' staff, selection committee or evaluation committee members.

Imposition:

A cone of silence shall be imposed upon each Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation for Bids (IFB) and any other solicitation when advertised.

Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time of the City Manager's written recommendation to the City Commission is received by the City Clerk, or
- (3) at such time that bids or proposals are rejected by the City Commission or the City Manager.

Violations:

Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission.

A violation of this section by a particular bidder, offeror, lobbyist or consultant shall subject such person or persons to potential debarment pursuant to the provisions of this chapter.

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2018.005

COMPANY NAME: (Please Print): Spieth Anderson LLC DBA Spieth America
Phone: 517-999-8230 Email: b.poulsen@spiethamerica.com

Please provide the **PAGE NUMBER** in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. X
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional* TABS on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. X
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. X
- 4) Fill out and submit this Solicitation Submission Checklist. X
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. X
- 6) References: Provide a list and description of a minimum of three (3) similar municipal engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. Note: **Do not include work/services performed for the City of Coral Gables or City employees as references.** X
- 7) Bid Price Form: Complete and submit with bid. X
- 8) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. X

--NOTICE--

BEFORE SUBMITTING YOUR BID MAKE SURE YOU ...

- X 1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Professional Services Agreement (*draft*).
- X 2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB.
- X 3. Prepare and submit ONE (1) ORIGINAL BID and THREE (3) PHOTOCOPIES with ONE (1) DIGITAL COPY CD or flash drive.
- X 4. Clearly mark the following on the outside of your submittal package: IFB Number, IFB Title, Bidder's Name and Return Address, Submittal Deadline.
- X 5. Make sure your bid is submitted prior to the submittal deadline. Late bids will not be accepted.

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR BID NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR BID PACKAGE.

SECTION 1

Invitation for Bids (IFB) No 2018.005

1.0: INTRODUCTION TO INVITATION FOR BIDS

1.1. Invitation

Thank you for your interest in this Invitation for Bids ("IFB"). The City of Coral Gables (the "City"), through its Procurement Division invites responses ("Bids") from Firms ("Bidder") which offer to provide the goods and/or services described in Section 2.0 "Specifications / Scope of Work".

Throughout this IFB, the phrases "must", "shall" and "will" denote mandatory requirements. Any bid that does not meet the mandatory requirements is subject to immediate disqualification.

1.2. Contract Terms and Conditions

The Bidder(s) selected to provide the goods(s) and/or service(s) requested herein (the "Successful Bidder") shall be required to execute a Contract or a Professional Services Agreement ("Agreement" / "Contract") with the City in substantially the same form as the Agreement included as part of this IFB, if applicable.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation. Continuation of the Contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

1.3. Additional Information or Clarification

The Bidder must thoroughly examine this entire solicitation. If there is any doubt or obscurity as to the meaning of any part of the IFB, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** via e-mail to PublicPurchase (www.publicpurchase.com) prior to the deadline for written questions. Bidder is responsible for downloading and bringing a copy of the IFB for the pre-proposal conference as copies will not be provided by the City.

Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM**, which shall be released through PublicPurchase. **Bidders must register via PublicPurchase to ensure receipt of any addendum issued to the solicitation.** Failure to acknowledge receipt of addendum may result in disqualification of bid submitted.

No person is authorized to give oral interpretations of, or make oral changes to the IFB. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.

Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

1.4. Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, complying with all the provisions of this Invitation for Bids. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

1. The ability, capacity, equipment and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, efficiency and litigation history of the bidder.

4. The quality of performance on previous contract(s).
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the City to receive such future maintenance and service.
9. The number and scope of conditions attached to the bid.

The Bidder shall not be permitted rate increases as a result of a low bid. Non-performance shall result in cancellation of the contract with the Bidder. The City reserves the right to execute or not execute an Agreement with the Successful Bidder(s) if it is determined to be in the best interest of the City.

If the Awarded Bidder(s) fails to perform within the first year of the award, the City has the right to award to the next lowest responsive and responsible Bidder.

1.5. Agreement Execution

By submitting a Bid, the Bidder agrees to be bound to and execute the Agreement for this solicitation. Without diminishing the foregoing, the Bidder may request clarification and submit comments concerning the Agreement for the City's consideration. Only comments and proposed revisions included within the Bid will be considered by the City. Any comments identified after the Bid has been received may not be considered by the City. Furthermore, any requests to negotiate provisions of the Agreement not identified in the Bid after the Bid has been received, may be grounds for removal from further consideration for award. None of the foregoing shall preclude the City from seeking to negotiate changes to the Agreement during the negotiations process.

Failure of the Successful Bidder to execute a contract within thirty (30) days after the notification of award may, at the City's sole discretion, constitute a default. However, the Agreement must be executed no later than one hundred twenty (120) days, based upon the requirements set forth in the IFB through action taken by the City Commission at a duly authorized meeting. If the Bidder first awarded the Agreement fails to enter into the contract as herein provided, the award may be declared null and void, and the Agreement awarded to the next most responsible, responsive Bidder, or re-advertised, as determined by the City.

1.6. Unauthorized Work

Any unauthorized work performed by the Successful Bidder(s) shall be deemed non-compensable by the City.

1.7. Changes/Alterations

Bidders may change or withdraw a Bid at any time prior to the Bid Submission Deadline. All changes or withdrawals shall be made in writing to the Procurement Division as specified in this IFB. Oral/Verbal modifications will not be allowed. Written modifications will not be accepted after the Submittal Deadline.

1.8. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the IFB or addenda (if any) should be reported in writing to the City's Procurement Division in the manner prescribed in the IFB. Should it be necessary, the City will issue a written addendum to the IFB clarifying such conflicts or ambiguities.

1.9. Disqualifications

The City reserves the right to disqualify Bids before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder. It also reserves the right to waive any immaterial defect or informality in any Bid; to reject any or all Bids in whole or in part, or to reissue an Invitation for Bids.

Any Bids submitted by a Bidder who is in arrears (money owed) to the City or where the City has an open claim against a Bidder for monies owed the City at the time of Bid submission, will be rejected as non-responsive and shall not be considered for award.

1.10. Bidders Expenditures

Bidder(s) understand and agree that any expenditure they make in preparation and submittal of Bids or in the performance of any services requested by the City in connection with the Bids to this IFB are exclusively at the expense of the Bidder(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Bidder in preparation of a Bid or anticipation of a contract award or to maintain the approved status of the Successful Bidder(s) if an Agreement is awarded.

1.11 Financial Stability and Strength

The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources to ensure that they can satisfactorily provide the goods and/or services required herein.

In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information concerning the financial condition, experience record, personnel, equipment, facilities, principal business location and organization of the Bidder, the Bidder's record with environmental regulations, and the claims/litigation history of the Bidder. The City reserves the right to consider third party information (e.g. Dun & Bradstreet's Supplier Reports or similar) in determination of capacity.

Bidders may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). When the bid submittal is from a joint venture, each Bidder involved in the joint venture must submit financial statements as indicated above. Statements shall be certified by an independent Certified Public Accountant

Any Bidder may be declared non-responsive who, at the time of Bid submission, is involved in an ongoing bankruptcy as a debtor; or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law, or any state insolvency.

1.12. Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Bidder, terminate the Agreement if the Successful Bidder has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the Bidder is found to be in default, the Successful Bidder will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

SECTION 2

Invitation for Bids (IFB) No 2018.005

2.0: SPECIFICATIONS/SCOPE OF WORK

The City of Coral Gables is seeking prospective bidders for the renovation of the Coral Gables War Memorial Youth Center's gymnastics multi-purpose room. The bidder will be responsible for all gymnastics-related equipment and services as follows:

Removal of Existing Equipment

With the exception of the tumble track currently in place, all existing equipment will be disassembled and removed from the gymnastics center. All equipment, mats and the existing spring flooring will be removed and transported to the City of Coral Gables Maintenance Building for storage located at The City of Coral Gables Maintenance Building: 2800 SW 72nd Avenue Miami, FL 33155

Room Preparation

Once the Gymnastics Center has been cleared of all equipment, mats and spring flooring, the gymnastics center will be available for room preparation. The successful bidder will be responsible for coordination with the Project Manager.

Installation of the New Equipment

Bidder will provide new equipment as specified in Attachment #1 of this IFB. All equipment including spring flooring, mats and apparatus will be installed according to USA Gymnastics specifications and in consultation with the City of Coral Gables and their contractor.

SECTION 3

Invitation for Bids (IFB) No 2018.005

3.0: MINIMUM QUALIFICATION REQUIREMENTS

The City of Coral Gables intends to procure products as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. The following represent the minimum qualification requirements for a Bidder to be deemed responsive by the City, and Bidder shall satisfy each of the following minimum requirements cited below. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the submittal being deemed non-responsive.

(A) BIDDER SHALL:

- (1) Be regularly engaged in the business of providing equipment and installation services similar in scope and size as described in the Invitation for Bids "Scope of Services" for a minimum of three (3) years.
- (2) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.

(B) KEY PERSONNEL

- (1) The Bidder must provide a Project Manager, with a minimum of three (3) years of documented experience as a Professional gymnastic equipment vendor and installer. Experience must include services similar in scope.

SECTION 4

Invitation for Bids (IFB) No 2018.005

4.0: GENERAL CONDITIONS

4.1 Acceptance/Rejection

The City reserves the right to accept or reject any and/or all Bids or sections thereof, and waive any informalities or technicalities. As a matter of information, the City Commission does not bind itself to accept the minimum specifications stated herein, but reserves the right to accept any Bids which in the judgment of the City will best serve the needs and interest of the City. The City also reserves the right to reject any Bidder(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any contracts with the City, and who is not in a position to perform the requirements defined in this IFB. This offering of IFB itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Bidder.

4.2 Legal Requirements

The Bidder shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the Federal Government now in force or hereinafter to be adopted. Lack of knowledge by the Bidder shall in no way be cause for relief from responsibility.

4.3 Non-Appropriation of Funds

In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Agreement, then the City, shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Contractor, without any penalty or expenses to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any Bidder(s).

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables who is submitting a Bid response under this solicitation, shall meet the City's Occupational License Tax Requirements in accordance with Ordinance No O2005-15 of the City of Coral Gables Code and Chapter 205 of the Florida Statutes.

Others with a location outside the City of Coral Gables shall meet their local Occupational License Tax requirements. Copy of the license must be submitted with the Bid; however, the City may, at its sole option and in its best interest, allow the Bidder to supply the license to the City during the evaluation period, but prior to award.

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-801 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, injection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

4.6 Public Entity Crimes

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 Proposal to provide any goods or services to a public entity, may not submit a Bid 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 or perform work as a contractor, supplier, subcontractor, 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.7 Resolution of Protests

Pursuant to Section 2-950 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.8 Determination of Responsiveness

Each Bid will be reviewed by the Procurement Division to determine if it is responsive to the submission requirements outlined in the Formal Solicitation. A "responsive" Bid is one which follows the requirements of the formal solicitation, includes all documentation, is submitted in the format outlined in the formal solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.

4.9 Evaluation of Bids

A. Rejection of Bids

The City may reject a Bid for any of the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses as required; and,
- 6) Bid was not executed by the Bidder's (s) authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject and re-advertise for all or any part of the Formal Solicitation whenever it is deemed in the best interest of the City.

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Bidder shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the

City.

- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

4.10 Collusion

The Bidder, by submitting a Bid, certifies that its Bid is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Bid for the same services, or with any City Department. The Bidder certifies that its Bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with the conflict of interest and code of ethics laws. The City will investigate all situations where collusion may have occurred and the City reserves the right to reject any and all Bids where collusion may have occurred.

4.11 Sub-Contractor(s) / Sub-Consultant

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Bid the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

Bidder(s) shall include in their Bids the requested Sub-Contractor information and include all relevant information required of the Bidder(s).

4.12 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.13 Florida Public Records Law

Sealed bids or proposals received by an agency pursuant to invitation for bids or requests for proposals are exempt from Florida Statutes Section 119.07(1) until such time as the agency provides notice of a decision or intended decision or within 30 days after bid or proposal opening, whichever is earlier.

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Bidder acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section

119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.14 Purchasing Agreements with Other Government Agencies

Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

Each governmental, not-for-profit or quasi-governmental entity which uses a contract(s) resulting here from, will establish its own contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Bidder(s).

4.15 Protection of Property / Safety Concerns

The Successful Bidder shall at all-time take precautions to avoid any damage or loss property of the City, and shall replace and repair to the City's satisfaction any loss or damage at Bidder's expense. Bidder shall adhere at all times to all safety concerns regarding employees and visitors to the facility(s).

Precautions shall be exercised at all times for the protection of persons and property. All Bidders and Sub-Contractors shall conform to all OSHA, State and County regulations while performing under the Terms and Conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

4.16 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply additional documentation. Bidder will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.17 Auditing of Records

The Successful Bidder's book and records as they relate to the anticipated contract must be made available for inspection and audit upon receipt of three (3) days prior written notice from the City and remain available for City or other applicable sources for inspection for at least three (3) years following the expiration of the contract.

4.18 One Bid Response

Only one (1) Bid from a Bidder will be considered in response to this Formal Solicitation. Submission of more than one Bid for the same Contract under the same or different names will deem all such duplicated Bids non-responsive and all shall be rejected.

4.19 Award of Contract

The contract will be awarded per the criteria outlined in Section 1.4. All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Bidder awarded the Contract. The Contract provides that the Bidder will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

4.19.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. **Neither the Successful Bidder(s) nor any of his/her employees shall perform any work or deliver any goods**

unless a change order or purchase order is issued and received by the Contractor.

4.20 Background Screenings

All individuals working for a firm under contract with the City of Coral Gables shall be subject to Level 2 (fingerprint) background screening.

External Contracts – Professional's employees working on the outside (i.e. landscaping, etc.). The successful Bidder will perform level 2 screening, with no reporting requirements to the City.

Internal Contracts – Professional's employees working inside City facilities, in City parks where people congregate, around children, and immediate surrounding areas (i.e. Youth Center, Venetian Pool, temporary hires, etc.). The successful Bidder will perform level 2 screening, and submit the results to Human Resources (HR).

4.21 Estimated Quantities

Estimated quantities or estimated dollars are provided for your guidance only. No guarantee is expressed or implied as to actual quantities during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of evaluating a response or determining the most advantageous proposer meeting specifications. The City reserves the right to acquire additional quantities at the prices proposed or at lower prices.

SECTION 5

Invitation for Bids (IFB) No. 2018.005

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

- 5.1** To the fullest extent permitted by Laws and Regulations, the Professional shall defend, indemnify, and hold harmless the City and its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the work and caused in whole or in part by any willful, intentional, reckless, or negligent act or omission of Professional, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City and its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Professional, any sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Professional or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

- 5.2** For any and all claims against the CITY or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of CONTRACTOR, and sub-consultant, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any such sub-consultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. This Indemnification and Hold Harmless provision shall survive termination of the Agreement.
- 5.3** The indemnification and hold harmless provision shall include, but not be limited to, all of the following:
- a. Damages awarded to any person or party.
 - b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the CONTRACTOR will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, CONTRACTOR will reimburse the CITY at the prevailing market rate for similar legal services.
 - c. Attorney's fees and cost of any party that a court orders the CITY to pay.
 - d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from PROFESSIONAL or any other party, PROFESSIONAL will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent

testifying in court or in depositions, or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
- For the City Manager: \$250.00 per hour
- For an Assistant City Manager or Department Director: \$250.00 per hour
- For an Assistant Department Director: \$100.00 per hour
- For City Attorney or Assistant City Attorney: Prevailing market rates
- For other employees: \$50.00 per hour

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

5.4 To the extent applicable, it is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

5.5 The Bidder hereby expressly agrees and understands that the indemnification and hold harmless provisions contained in the Agreement resulting from this IFB, will supersede and take precedence over any such provisions contained within the RFP documents.

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of the Office of Labor Relations and Risk Management for review and approval.

All city solicitation and contract documents shall include insurance provisions approved by the Risk Management Division.

5.6.2 INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The Insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

- a. **Workers' Compensation and Employers Liability Insurance** covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

5.6.3.1 Workers' Compensation - Coverage A

-Statutory Limits (State or Federal Act)

5.6.3.2 Employers' Liability - Coverage B

- \$1,000,000 Limit - Each Accident
- \$1,000,000 Limit - Disease each Employee
- \$1,000,000 Limit - Disease Policy Limit

- b. **Commercial General Liability Insurance** written on an occurrence basis including, but not limited to; Coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

5.6.3.3 Each Occurrence Limit - \$1,000,000

5.6.3.4 Fire Damage Limit (Damage to rented premises) - \$100,000

5.6.3.5 Personal & Advertising Injury Limit - \$1,000,000

5.6.3.6 General Aggregate Limit - \$2,000,000

5.6.3.7 Products & Completed Operations Aggregate Limit \$2,000,000

- c. **Business Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

5.6.3.8 Any Auto (Symbol 1)

5.6.3.9 Combined Single Limit (Each Accident) - \$1,000,000

5.6.3.10 Hired Autos (Symbol 8)

5.6.3.11 Combined Single Limit (Each Accident) - \$1,000,000

5.6.3.12 Non-Owned Autos (Symbol 9)

5.6.3.13 Combined Single Limit (Each Accident) - \$1,000,000

5.6.4 MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

5.6.4.3 Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

5.6.5.1.1 Additional Insured status provided on a primary & non-contributory basis on all required coverages except workers compensation.

5.6.5.1.2 Waiver of Subrogation on all required coverages

5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
PO BOX 100085 - CE
DULUTH, GA 30096

5.6.5.2 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

- 5.6.6.1.1 A Certificate of Insurance containing the following information:
- 5.6.6.1.1.1 Issued to entity contracting with the City
 - 5.6.6.1.1.2 Evidencing the appropriate Coverage
 - 5.6.6.1.1.3 Evidencing the required Limits of Liability required
 - 5.6.6.1.1.4 Evidencing that coverage is currently in force
 - 5.6.6.1.1.5 Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City.

5.6.6.2 All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf

5.6.6.3 The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

5.6.6.4 The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

Should a Bidder not be able to comply with any insurance requirement, for any reason, the Bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

Bidders are encouraged review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

Upon contract award, all documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When Professional, Contractor and/or Vendor evidence insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance
PO Box 100085 – CE
Duluth, GA 30096

Should you require assistance, please reach out to EBIX - "Contact Us" found at the end of this section.



The City Beautiful™

CITY OF CORAL GABLES

REQUIRED COVER SHEET & CHECK LIST WHEN EVIDENCING INSURANCE

This check list was developed to identify the documents required when an entity and/or an individual is evidencing insurance to the City. All applicable boxes must be checked. This form, and other related insurance documents are available @ www.coralgables.com. Under City Departments tab, click on Human Resources, then the Risk Management Division Page.

◀◀◀◀ THIS FORM MUST BE SUBMITTED WHEN EVIDENCING INSURANCE TO THE CITY ▶▶▶▶

Full Legal Name (as shown on the agreement or permit with the City):

City Department (that you are working with or that is issuing a permit):

City Employee (contract manager or employee issuing permit):

The name & phone # of the individual who completed this check list:

The date this check list was completed in its entirety:

A Certificate of Insurance is attached and the following information is contained therein:

The named insured listed on the Certificate of Insurance exactly matches the name of the individual and/or entity that is required to evidence insurance to the City.

The Certificate Holder section of the Certificate of Insurance reads as follows:
City of Coral Gables • Insurance Compliance
PO Box 100085 - CE • Duluth, GA 30096

The special provisions section of the Certificate of Insurance contains language affirming that;
1) Endorsements have been issued to all required insurance policies naming the City of Coral Gables as an additional insured on a primary and non-contributory basis (except workers compensation & professional liability insurance) and;
2) That all policies evidenced to the City contain a waiver of subrogation endorsement and;
3) That all policies have been endorsed to ensure that the City receives the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

IF COVERAGE IS REQUIRED FOR THE LINES OF INSURANCE BELOW, THEN THE DOCUMENTS LISTED MUST ALSO BE ATTACHED TO THE CERTIFICATE OF INSURANCE EVIDENCED TO THE CITY

Copies of the following **Commercial General Liability Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.

Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following **Automobile Liability Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

Endorsement (or a copy of the policy) naming the City of Coral Gables as an Additional Insured on a Primary and Non-Contributory Basis.

Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

Copies of the following **Workers Compensation Endorsements** (or a copy of the section of the insurance policy that provides this coverage) are attached to this check list:

Waiver of Subrogation Endorsement (or a copy of the policy) in favor of the City.

Endorsement providing the City with the same Florida statutorily required notice of cancellation that an insurance company provides the first named insured of the policy.

SECTION 6

Invitation for Bids (IFB) No 2018.005

6.0: SUBMISSION OF BIDS

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted typed or printed in ink, with all required forms and schedules executed. Use of erasable ink is not permitted. **The Bid must be signed by an officer or representative who is authorized to contractually bind the Bidder.** Bids shall be submitted in the format outlined below under "Bid Format". Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

Any and all Bids which do not include all required documentation and/or do not follow the prescribed format may be deemed non-responsive. The City reserves the right to request any documentation omitted, with exception of the Bid Price form and Bid Bond (if applicable). Bid Submittals received with no Bid Price or Bid Bond (if applicable) shall be deemed non-responsive. Bidder must submit any omitted documentation within three (3) calendar days (excluding weekends and holidays) upon request from the City, or the Bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

Bidders shall submit one (1) Original Bid Response, along with all required checklists, forms, and schedules. Additionally, Bidders shall submit three (3) copies, and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Agreement for Provision of Goods and Services is a draft for your review; therefore submittal of this agreement is not required with the Bid.** Bids must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Bids received after the submittal deadline will not be accepted. It will be the sole responsibility of the Bidder to deliver their Bid to the Procurement Division office on or before the submittal deadline.

Bids shall be submitted in a sealed envelope clearly marked on the exterior with the following:

- (1) IFB No. and IFB Title
- (2) Bidder's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to:

City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

The Procurement Division will not be held responsible for the premature opening of a Bid not properly addressed and identified. **All Bids submitted become the exclusive property of the City of Coral Gables.**

The Bid shall be considered an offer on the part of the Bidder, which shall be deemed, accepted upon approval by the City, and in case of default, the City reserves the right to accept or reject any and all Bids, to waive irregularities and technicalities, and request new Bids. The City also reserves the right to award any resulting agreement as it deems will best serve the interest of the City.

6.2 BID FORMAT

BIDS SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW.

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- (f) **References:** Provide a list and description of a minimum of three (3) similar municipal engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. *Note: Do not include work/services performed for the City of Coral Gables or City employees as references.*
- (f) **Bid Price Form:** Complete and submit with bid.
- (g) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
 - (i) **Contractor's Affidavit** - along with **Schedules A through H** as follows:

A - Certificate of Bidder	E - Code of Ethics, Conflict of Interest, Code of Silence
B - Non Collusion Affidavit	F - Americans with Disabilities Act (ADA)
C - Drug Free Statement	G - Public Entity Crimes
D - Bidders Qualification Statement	H - Acknowledgement of Addenda

SECTION 7

Invitation for Bids (IFB) No 2018.005

7.0: BID PRICING

Bidder shall provide pricing as structured on the attachment, and as described in the Scope of Work of this IFB.

Bids should be typed or printed, preferably, in blue. Use of erasable ink is not permitted. All corrections to prices made by the Bidder must be initialed. Any additional information to be submitted as part of the Bid may be attached to this form.

Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. Bidders must bid on all items. Failure to do so may deem your bid non-responsive.

Estimated quantities are provided for your guidance only. No guarantee is expressed or implied as to actual quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid.

Pricing submitted may not contain price escalations of any kind.

Please submit pricing on the pricing sheet on Attachment # 1

SECTION 8

Invitation for Bids (IFB) No 2018.005

8.0 IFB RESPONSE FORMS:

8.1 Contractor's Affidavit - along with Schedules A through H as follows:

- A - Certificate of Bidder
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Code of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda

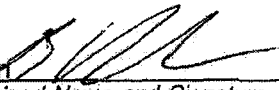
CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this IFB Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by Contractor to be true and correct. The discovery of any omission or misstatements that materially affects the Contractor to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as *(Owner, Partner, Officer, Representative or Agent of the Contractor that has submitted the attached Response)*. Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A - CERTIFICATE OF BIDDER
- SCHEDULE B - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C - DRUG-FREE STATEMENT
- SCHEDULE D - BIDDER'S QUALIFICATION STATEMENT
- SCHEDULE E - CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F - AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G - PUBLIC ENTITY CRIMES
- SCHEDULE H - ACKNOWLEDGEMENT OF ADDENDA

This affidavit is to be furnished to the City of Coral Gables with its IFB response. It is to be filled in, executed by the Contractor and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

Brent Poulsen 	National Sales Director	March 7, 2018
<i>Authorized Name and Signature</i>	<i>Title</i>	<i>Date</i>

STATE OF Michigan

COUNTY OF Clinton County

On this 28th day of February, 2018, before me the undersigned Notary Public of

the State of MI personally appeared Brent Poulsen
(Name(s) of individual(s) who appeared before Notary

And whose name(s) is/are subscribes to within the instrument(s), and acknowledges it's
execution.



NOTARY PUBLIC, STATE OF MI

Ian Carlson

(Name of notary Public; Print, Stamp or
Type as Commissioned.)

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

Drivers License

(Type of Identification Produced)

IAN CARLSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Jun 26, 2023
ACTING IN COUNTY OF CLINTON

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I, nor the firm, hereby represent has:

- a employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

SCHEDULE "B" - CITY OF CORAL GABLES - NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT

1. He/she is the Not Applicable
(Owner, Partner, Officer, Representative or Agent)

of the Contractor that has submitted the attached Response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- 3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

- 4. No lobbyist or other contractor is to be paid on a contingent or percentage fee basis in connection with the award of this Contract.

SCHEDULE "C" · CITY OF CORAL GABLES · VENDOR DRUG-FREE STATEMENT

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under solicitation a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under solicitation, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

The company submitting this solicitation has established a Drug Free work place program in accordance with Sate Statute 287.087

SCHEDULE "D"- CITY OF CORAL GABLES - BIDDER'S QUALIFICATION STATEMENT

The undersigned declares the truth and correctness of all statements and all answers to questions made hereinafter:

Company Name: Spieth Anderson LLC DBA Spieth America

Address: 3327 Ranger Road, Lansing MI 48906
Street City State Zip Code

Telephone No: 517-999-8230 Fax No: 517-999-8245 Email: b.poulsen@spiethamerica.com

How many years has your organization been in business under its present name? 50 Years

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:

Not Applicable

Under what former names has your business operated?: Spieth Anderson, and SA Sport

At what address was that business located? 104 Nu Dr # 1, Aledo, TX 76008

Are You Certified? Yes _____ No _____ If Yes, **ATTACH COPY** of Certification.
Are You Licensed? Yes _____ No _____ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?
Yes _____ No x If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Contractor's rights, remedies or duties under a contract for the same or similar type services to be provided under this IFB:

Have you ever been debarred or suspended from doing business with any government entity?

Yes _____ No x If Yes, explain

**SCHEDULE "E" - CITY OF CORAL GABLES · CODE OF ETHICS, CONFLICT OF INTEREST, AND
CONE OF SILENCE**

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

IT IS HEREBY ACKNOWLEDGED THAT THE ABOVE NOTED SECTIONS OF THE CITY OF CORAL GABLES CITY CODE ARE TO BE ADHERED TO PURSUANT TO THIS SOLICITATION.

**SCHEDULE "F" · CITY OF CORAL GABLES · AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION SACRN STATEMENT**

I understand that the *above* named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and service, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L 101-336, 104 Stat 327, 42 U.S.C. 12101,12213 and 47 U.S.C. Sections 225 and 661 including Title I, Employment; Title 11, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Sections 5553.501-553.513, Florida Statutes

The Rehabilitation Act of 1973, 229 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**SCHEDULE "G" · CITY OF CORAL GABLES · STATEMENT PURSUANT TO SECTION
287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

1. I understand that a "public entity crime" as define 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 of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An 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, executives, 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 prima 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.

4. I understand that a "person" as defined in Paragraph 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 Proposals or applies to Proposal contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. 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.]**

Yes Neither the entity submitting this sworn statement, nor any of its 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.

No 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.

No 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 subsequent proceeding before a 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 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.

SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. 1 Date 2.26.2018 Addendum No. ____ Date ____

Addendum No. ____ Date ____ Addendum No. ____ Date ____

Addendum No. ____ Date ____ Addendum No. ____ Date ____

SECTION 9

Invitation for Bids (IFB) No 2018.005

9.0: AGREEMENT FOR PROVISION OF GOODS AND SERVICES (DRAFT)

- 9.1** The enclosed Attachment # 2 is a draft for your review. You are not required to fill out and submit the agreement at time of bid submittal.

Individual Product prices do not include freight. Future purchases can use the prices on each line item but any future orders will incur a freight charge.

The SPIETH America products listed in this bid will include a one year warranty on each item. This warranty will include a one time only free of charge inspection prior to the one year warranty expiration date ensure all products are in working order.

**IFB 2018.005 GYMNASTIC EQUIPMENT
PRICE SHEET**

BIDDER NAME # Spieth America FEIN# 82-4263560 Bidder shall provide pricing as structured below, for the Gymnastic Equipment, as described in the Scope of Work of this IFB. ALL PRICING IS TO BE SUBMITTED ON THIS FORM ONLY.

A unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.

Estimated quantities are provided for your guidance only. No guarantee is expressed or implied as to actual quantities that will be purchased during the contract period. The City is not obligated to place an order for any given amount subsequent to the award of this contract. Said estimates may be used by the City for purposes of determining the low bidder or most advantageous bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid.

Award of bid will be made to the lowest responsive responsible bidder who bids on all items and whose bid offers the lowest total price when all items are added in the aggregate. Bidders must bid on all items. Failure to do so may deem your bid non-responsive. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly.

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
1	OCTAGON TUMBLER	Octagon - 30" x 36", Blue / Light Blue	1	CCOST-4	Each	\$ 364.50	\$ 364.50
2	OCTAGON TUMBLER	Octagon - 25" x 36", Blue/Red	2	CCOST-3	Each	\$ 319.50	\$ 639.00
3	OCTAGON TUMBLER	Octagon - 15" x 24", Blue/Yellow	2	CCOST-1	Each	\$ 158.40	\$ 316.80
4	HANDSPRING TRAINER	36" Handspring Trainer, Royal Blue/Orange.	2	CHT-36	Each	\$ 534.60	\$ 1,069.20
5	INCLINE	36" W x 72" L x 16" H, Blue/Orange	3	CHIM-2	Each	\$ 395.10	\$ 1,185.30

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
6	FOLDING INCLINE	Foldable Incline 60" W x 120" L x 22" H and easily folds to 60" W x 60" L x 24" H.	3	CHFI-1	Each	\$ 1,089.00	\$ 3,267.00
7	INCLINE	Incline 48" W x 72" L x 16" H, Blue/Red	3	Chim-3	Each	\$ 395.10	\$ 1,185.30
8	INCLINE	Incline - 24" W x 48" L x 14" H	4	Chim-1	Each	\$ 208.80	\$ 835.20
9	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 6' x 12' x 1 1/4"	8	481VEO	Each	\$ 408.60	\$ 3,268.80
10	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 5' x 10' x 2"	8	489VEO	Each	\$ 416.70	\$ 3,333.60
11	VELCRO PANEL MAT	Velcro Panel Mat - (Rainbow color only) 4' x 6' x 1 1/4"	10	476VEO	Each	\$ 174.60	\$ 1,746.00
12	PARACHUTE	(Speith America Item # CP-4 or Approved Equal)	2	CP-4	Each	\$ 136.80	\$ 273.60
13	PARACHUTE	PARACHUTE 20 DIAMETER US (Speith America Item # CP-3 or Approved Equal)	2	CP-3	Each	\$ 100.80	\$ 201.60
14	MULTI-PURPOSE MAT	L x 3/4" H (Brand: Simone Biles, or Approved Equal)	2	sb-mpm	Each	\$ 250.20	\$ 500.40
15	SOFT IMPACT MAT	4'X6'X6"	1	Sim-466	Each	\$ 270.00	\$ 270.00
16	SOFT TOP PIT MODULE	5'X10'X24"	1	GPM-51024	Each	\$ 1,417.50	\$ 1,417.50
17	GYMN.PIT MOD.	Gym Pit Module 5' x 10' x 32" No Velcro	1	gpm-51032	Each	\$ 1,661.40	\$ 1,661.40
18	STING MAT	2m x 3m x 5 cm	2	445	Each	\$ 485.10	\$ 970.20
19	STING MAT	1m x 2m x 5cm, Non-Fold	2	444	Each	\$ 229.50	\$ 459.00
20	THROW MAT	4.5' x 8' x 4", Non-Fold	2	447	Each	\$ 287.10	\$ 574.20
21	TRAINING MAT	5' x 10' x 8", Non-Fold	8	417	Each	\$ 591.30	\$ 4,730.40
22	AIR TRACK	33' X 6-1/2' X 8" (10m X 2m X 20 cm) Flat Track	2	S1740926	Each	\$ 2,721.60	\$ 5,443.20

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
23	MINI AIR BLOWER FOR AIR TRACKS	MINI AIR BLOWER FOR AIR TRACKS (rapid inflation and deflation at 250 mBar maximum pressure with maximum flow-rate of 2000 l/min; weighs 3.75 lbs). Must be compatible to work for Item # 22 AIR TRACK.	3	S1740076	Each	\$ 99.00	\$ 297.00
24	FOAM STEPS	3 Steps Foam Steps 21" W x 33" L x 24" H Blue/Yellow.	3	CCS-1	Each	\$ 324.90	\$ 974.70
25	MAILBOX	16" W x 36" L x 20" H. Red / Blue.	2	CMBx-1	Each	\$ 180.90	\$ 361.80
26	DONUT STUFFER	Donut Stuffer and Halves - 18" x 52" Diameter, 18" x 30" D, Blue/Light Blue/Red	1	CHRD-2	Each	\$ 760.50	\$ 760.50
27	TRI-TOP TRAPEZOID	36" W (at the base) x 48" L x 48" H (6 total pieces, that split into 3 sections attach together with velcro) Royal Blue/ Red.	2	CVB-3	Each	\$ 1,285.20	\$ 2,570.40
28	SOFT IMPACT MAT	6' x 8' x 12" (Handles on each side)	2	Sim-6812	Each	\$ 695.70	\$ 1,391.40
29	SOFT IMPACT MAT	5' x 6' x 8" (Handles on each side)	2	Sim0568	Each	\$ 374.40	\$ 748.80
30	RED MULTI-BLOCK	Red Multi- Blocks 3 - 24" W x 16" L x 8" H blocks 2 - 24" W x 24" L x 8" H blocks 1 - 24" W x 48" L x 8" H blocks Overall size: 24" W x 48" L x 24" H	1	CSB-2	Each	\$ 621.90	\$ 621.90

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
31	DIVIDER WALL DOORS	Divider Doors 60" x 28" x 6" (Spelth America Item # CWD-2 or Approved Equal) Color : Blue	2	CWD-2	Each	\$ 234.90	\$ 469.80
32	DIVIDER WALL	Divider Wall 60" x 28" x 6" (Spelth Item # CWD-1 or Approved Equal) Color : Blue	8	CWD-1	Each	\$ 207.90	\$ 1,663.20
33	AIRMAT BOARD RED	2' W x 4' L x 10cm H (Spelth America Item # S1740501 or Approved Equal)	2	S1740501	Each	\$ 279.00	\$ 558.00
34	FINISHED CLIMBING ROPE	Finish Climbing Rope 6m (19.7 ft)	1	H37600	Each	\$ 101.70	\$ 101.70
35	JUNIOR ZOID -3 SECTION	The Junior Zoid (3 sections), Blue, Yellow & Red, 30" W (at the base) x 36" L x 36"	1	CVB-2	Each	\$ 721.80	\$ 721.80
36	SPOTTING BLOCK	20" W x 60" L x 24" H, Color Blue	2	CSB-1	Each	\$ 469.80	\$ 939.60
37	DOUBLE WALL BAR	Double Wall Bar (Spelth America Item #5106-100 or Approved Equal) Bars are 9 ft. high, made of solid wood and come with 17 detachable wall bars.	1	5106-100	Each	\$ 594.90	\$ 594.90
38	UNEVEN BARS	All American uneven bars 6- Axis Cables	1	5101-130	Each	\$ 4,133.70	\$ 4,133.70
39	ALL-AMERICAN SPOTTING PLATFORM	All American spotting platform (compatible to used for un-even bars)	1	5175	Each	\$ 1,154.70	\$ 1,154.70
40	LANDING MAT	7.5 x 12 x 12 cm * Must be custom fit	7	435	Each	\$ 1,156.50	\$ 8,095.50

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
41	FREESTANDING BAR MAT SYSTEM	Complete Landing Mat Set for the Freestanding Uneven Bars (Speith America Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x 185cm (33 1/2") center frame mat	1	5200-100	Each	\$ 1,875.60	\$ 1,875.60
42	FREESTANDING UNEVEN BARS	Freestanding uneven Bars (Speith Item # 5200-100 or Approved Equal) Set includes: 2 - 2m (78 3/4") x 2m (78 3/4") mats 1 - 2.25m (88 1/2") x 185cm (33 1/2") center frame mat	1	1383124	Each	\$ 5,676.30	\$ 5,676.30
43	METHODICAL HORIZONTAL BAR	Methodical Horizontal Training Bar (Speith Item #5177 or Approved Equal)	1	5177	Each	\$ 1,572.30	\$ 1,572.30
44	TRAINER PLATFORM LADDER	Trainer Platform - Movable Ladder (Speith America Item #1490373 or Approved Equal)	1	1490373	Each	\$ 1,415.70	\$ 1,415.70
45	LANDING MAT	Competition Landing Mat - 8' x 15.5' x 12cm - Velcro Ends Only (VAULT AREA)	2	412	Each	\$ 1,329.30	\$ 2,658.60
46	FIBREGLASS RAIL FOR FREESTANDING	WOMENS CARBOFLEX RAIL FOR METHODICAL HORIZONTAL BAR	2	2202205	Each	\$ 384.30	\$ 768.60
47	SOFT MAT	400 x 200 x 10 cm Color : Blue	1	1540505	Each	\$ 789.30	\$ 789.30
48	PORTABLE PIROUETTE BAR	38 3/8" L x 9 5/8" H	1	166w	Each	\$ 149.40	\$ 149.40

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
49	HANDSTAND REBOUNDER SINGLE	Handstand Rebounder Single (Speith America Item #398 or Approved Equal)	1	398	Each	\$ 1,441.80	\$ 1,441.80
50	CHALK BOWL WITH STAND	Chalk Bowl with cover and folding stand allow for unit to be stored easily if needed. 16" W x 16" L x 36" H	2	5191-000	Each	\$ 219.60	\$ 439.20
51	JUNIOR TRAINING BAR	Junior Training Bar (36" to 51" high, in 3" increments) Maximum weight limit is 150 lbs.	1	366	Each	\$ 470.70	\$ 470.70
52	SOFT TOP AND BOTTOM MAT	Our Jr. Swing Bar Mat is constructed of 18oz. vinyl and prime polyurethane foam. 4' x 8' x 10cm	1	443	Each	\$ 248.40	\$ 248.40
53	HIP KIP TRAINER	Hip Kip Trainer (Speith, Item # 5106-000 or Approved Equal)	1	5106-000	Each	\$ 129.60	\$ 129.60
54	LEG BASE PAD	Leg Base Padding- Steel Parallel Bars , Each pad (13" W x 33" L x 3/4" H) Sold in pairs	2	165-lbp	Each	\$ 193.50	\$ 387.00
55	FLOOR PARALLEL BAR TRAINER	Floor Bar Trainer 12" Parallel Bar Trainer.	1	165-12	Each	\$ 272.70	\$ 272.70
56	TRAINING MAT	7' x 10' x 8", Non-Fold	1	470	Each	\$ 805.50	\$ 805.50
57	ANTI-SKID BOTTOM TRAINING MAT	5' x 10' x 8'	4	417AS	Each	\$ 603.00	\$ 2,412.00
58	ANTI-SKID BOTTOM THROW MAT	5' x 10' x 4"	2	448AS	Each	\$ 423.90	\$ 847.80

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
59	TAPERED END TRAINING MAT	Tapered End Training Mat 5' x 10' x 8" Taper starts at 8" and goes Landing area is 5' x 10' x 8" down to 1" over 15". Landing area is 5' x 10' x 8"	2	417T	Each	\$ 594.00	\$ 1,188.00
60	PERFORMANCE SERIES COMPETITION CRANK	The Performance Series Competition Crank Beam Designed to FIG, USAG, NCAA, NFHS, and AAU dimensional specs. 4' W x 16' L	2	5121-120	Each	\$2,731.50	\$ 5,463.00
61	LANDING MAT	Landing Mat (7.5' x 15.5' x 12cm - Velcro 4 Sides, Folding) Landing Mat for the crank beam	4	424V4S	Each	\$ 1,603.80	\$ 6,415.20
62	LANDING MAT	Landing Mat (7.5' x 12' x 12 cm) Custom mat for Beam	4	435	Each	\$ 1,156.50	\$ 4,626.00
63	VELCRO FLAP	Velcro Flap .15.5' Long x 10' Wide	2	424VF	Each	\$ 69.30	\$ 138.60
64	BEAM LEG UPRIGHT PADS	For Performance Series Balance Beams (#5121-100, #5121-120 and #5121-335 or Approved Equal). *** Protective padding specifically designed for Crank Beam***	2	605A	Each	\$ 334.80	\$ 669.60
65	BEAM LEG BASE PAD	BEAM LEG BASE PAD (PR) 12CM 7.5' x 11" x 12cm. Sold in pairs. ** Made for crank beam***	2	606	Each	\$ 441.90	\$ 883.80

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
66	LOW TRAINING BEAM TOP ONLY	16' Competition Low Profile Training Beam 4" W x 16' L x 13" H. Non-adjustable legs. (Speith American Item # 5121-340 or Approved Equal)	1	5121-340-000	Each	\$ 1,088.10	\$ 1,088.10
67	LOW BEAM LEGS	Low Training Beam Legs for (Speith America Item # 118A and 5121-340 or Approved Equal) 21.5" W x 10" H, Non-adjustable	1	225A	Each	\$ 147.60	\$ 147.60
68	STEEL LOW TRAINING BEAM	Steel professional 4" W x 12' L x 13" H. Non-adjustable legs.	1	118	Each	\$ 569.70	\$ 569.70
69	BEAM TRAINING PAD	The wrap around Beam Training Pad provides a softer surface to extend training sessions. It secures around the beam with hook and loop fastener (4" W x 42")	2	5126-001	Each	\$ 188.10	\$ 376.20
70	BEAM SURFACE EXPANDER WASHABLE COVER	Beam Surface Expander, but with a washable cover (8" W x 2.5m (8'3") L)	2	189W	Each	\$ 425.70	\$ 851.40
71	FOAM LEARNING BEAM	of beam is 6"	3	5126-002	Each	\$ 249.30	\$ 747.90
72	AIR BEAM	15 3/4" (40cm) W x 16'5" (500cm) L x 4" (10cm) H	2	S1740523	Each	\$ 357.30	\$ 714.60
73	FULL-SIZE MOUNTING BLOCK	24" W x 48" L x 9" H	1	5007-000	Each	\$ 241.20	\$ 241.20

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
74	LANDING MAT	Competition Landing Mat - 8' x 4' x 12cm - Velcro Ends Only, Non-Folding	1	413	Each	\$ 500.40	\$ 500.40
75	SPRINGBOARD KREON	The Hard Springboard by *SPIETH Germany is standard size, 120cm (47 1/4") x 60cm (23 2/3"), Spieth Brand or Approved Equal.	1	1411714	Each	\$ 935.10	\$ 935.10
76	SPRINGBOARD IRIS 'SILVER' 5 SPRINGS	The Soft Springboard by *SPIETH America or Approved Equal, 120cm (47 1/4") x 60cm (23 2/3")	2	1411704	Each	\$ 866.70	\$ 1,733.40
77	COMPETITION ACCELERATOR BOARD	Strategic configuration for seven interchangeable coil springs. Four blue (hard) and three red (soft) provide a positive return	2	5002-334	Each	\$ 648.90	\$ 1,297.80
78	LITTLE THUMPER BOARD	Recommended weight limit is 50 lbs.	1	338	Each	\$ 195.30	\$ 195.30
79	JUNIOR ACCELERATOR BOARD	The springs should be easy to insert and remove if adjustments are needed for each gymnast.	2	334J	Each	\$ 456.30	\$ 912.60
80	BLUE VAULT RUNWAY	3'X84'X1-3/8" NON-FLEXI	1	177-125	Each	\$ 624.60	\$ 624.60
81	NON-FOLD VAULT SAFETY ZONE	Constructed of an 8" combination of polyethylene and polyurethane foams for added strength and durability and covered with strong, 18oz. PVC vinyl. Meets FIG specification.	2	5002-330	Each	\$ 396.00	\$ 792.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
82	PERFORMANCE SERIES ROUND-OFF ENTRY PAD	39 3/8" W x 47 1/4" L x 1" H	1	622	Each	\$ 207.00	\$ 207.00
83	FOAM VAULT TABLE TRAINER	FOAM VAULT TABLE TRAINER (4 SECTIONS) Rainbow Color	1	CFT-135	Each	\$ 1,948.50	\$ 1,948.50
84	LANDING MAT	Competition Landing Mat -425 8' x 15.5' x 20cm - Velcro Ends Only, Folding	1	425	Each	\$ 2,223.90	\$ 4,447.80
85	LANDING MAT	Competition Landing Mat - 8' x 4' x 20cm - Velcro Ends Only, Folding	1	431	Each	\$ 601.20	\$ 601.20
86	VAULT MAT SYSTEM	This 4-piece system includes two base mats (5' W x 10' L x 16" H, each) and two additional mats, providing 18", 32", 40", and 48" landing surfaces. Meets all specifications for USA Gymnastics Level 3 and Xcel Vault.	1	455	Each	\$ 3,614.40	\$ 3,614.40
87	TRAMP BOARD	Mini, adjustable trampoline with a total top trampoline surface of 24" W x 36" H. Wheels on the frame allow for easy transport while rubber grips on the bottom prevent sliding.	2	5006-100	Each	\$ 924.30	\$ 1,848.60
88	SPRING - HARD BOARD	3" Individual Coil Spring for Springboards, Blue	4	P334-3m	Each	\$ 27.00	\$ 108.00

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
89	SPRING - SOFT BOARD	3" Individual Coil Spring for Springboards, Red	4	P334-3m	Each	\$ 19.80	\$ 79.20
90	TRAINING OBSTACLE COURSE	Training Obstacle Course includes the following products: 1 set of Stepping Stones 4 - Pillars 1 - Balancing Log 1 - Bench 2 - Blocks 1 - Barrier 4 - Slanted Steps	1	ST-OBS17	Each	\$3,092.40	\$ 3,092.40
91	SMALL STEP-IN BELT	Small Step-In belt fits gymnasts with 18"-28" waists. (pad length is 22.5" and width is 6.5") For gymnasts with 24"-36" waists, Norberts Item # G-010SL or Approved Equal.	2	GS-010SS	Each	\$ 81.00	\$ 162.00
92	MOSCOW FLOOR	(Spieth America Item # 1790752 or Approved Equal) INCLUDES: FULL FLOOR, COMPETITION CARPET AND INCLINES 13x13m (42'8" x 42'8") FIG Certified, ORIGINAL REUTHER <i>*Moscow 12.65mx13m</i>	1	1790752	Each	\$39,358.80	\$ 39,358.80
93	LARGE STEP-IN BELT	Large Step-In Tumbling Belt fits gymnasts with 24"-36" waists. For gymnasts with 18"-28" waists, (Norberts Item # G-010SS or Approved Equal)	2	GS-010SL	Each	\$ 81.00	\$ 162.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
94	CARTWHEEL BLOCK	The block is 18" x 36" x 5" and comes with two dots for hand placement, Norberts Item # SC-3618 or Approved Equal.	3	SC-3618	Each	\$ 54.00	\$ 162.00
95	DELUXE 2 STEP	Deluxe 2 Step measures 24"W x 33L" x 14"H. 95 ILD polyfoam base is topped with layer of firm 1.25" polyethylene for additional support and a much longer life. Covers are fabricated of brightly-colored 18 oz. vinyl-coated polyester. (Norberts Item # GF-842D or Approved Equal)	2	GF-842D	Each	\$ 135.00	\$ 270.00
96	DELUX GRAND CANYON BAR BLOCK SET	All Grand Canyon Bar blocks are 34" wide and 52" wide. Three heights (12", 24" and 48") are available. Deluxe set consists of four 12", 24" and 48" blocks. Norberts Item # CB-200 or Approved Equal.	1	CB-200	Each	\$ 6,075.00	\$ 6,075.00
97	STRAIGHT ARROWS	Use these colorful rubberized vinyl shapes Multicolored set of 6.	6	GF-153	Each	\$ 24.30	\$ 145.80

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
98	TURN ARROWS	6 colorful rubberized vinyl shapes Multicolored set of 6.	6	GF-155	Each	\$ 24.30	\$ 145.80
99	SQUEAKER STEPPING STONES	*This 6 piece set consists of one each red, blue, purple, orange, green and yellow 13" diameter 2" tall stepping stones. Each one measures approximately 2"H and 13" dia.	3	sq-6	Each	\$ 108.00	\$ 324.00
100	STOP, SLOW, GO	STOP, SLOW & GO Set of 3 traffic directing poly vinyl shapes. A bright yellow SLOW diamond, a red Octagon shaped STOP sign and a green circular GO.	5	GF-157	Each	\$ 16.20	\$ 81.00
101	FITNESS SPOTS	Set of ten 9" diameter round molded blue vinyl spots with bright yellow figures.	5	GF-158	Each	\$ 42.30	\$ 211.50
102	RAINBOW STARS	Use these colorful rubberized vinyl shapes Set of six 9" stars includes one of each color: blue, brown, red, yellow, green & light blue. Select this --link to see a short video of a class using Rainbow Stars.	6	GF-156	Each	\$ 23.40	\$ 140.40
103	HOP SPOTS	Use these colorful rubberized vinyl shapes Our 10" diam. Hop Spots come in 1 dozen (Sets of 12). All are yellow with red design.	5	GF-150	Each	\$ 49.50	\$ 247.50
104	POLY PAD	Poly Pad "Trapezoid Topper", 20" x 36"	2	PTT-105	Each	\$ 76.50	\$ 153.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
105	LINE UP MAT	Line Up Mat, 15" x 144" (Norberts Item # LUM-101 or Approved Equal) Mat has numbers 1-12	1	LUM-101	Each	\$ 97.20	\$ 97.20
106	BEGINNING CARTWHEEL MAT	Beginning Cartwheel Mat, (Norberts Item # BC-101 or Approved Equal)	1	BC-101	Each	\$ 106.20	\$ 106.20
107	STRONG BODY WALK MAT	Strong Body Walk Mat, (Norberts Item # SBW-102 or Approved Equal)	1	SBW-102	Each	\$ 164.70	\$ 164.70
108	SPEED BUMPS	Speed Bumps Set of 6, Rainbow colors (Norberts Item #GF-888 or Approved Equal)	4	GF-866	Each	\$ 62.10	\$ 248.40
109	VAULT ANCHOR MAT	Vault Table Base Mat for GMR VAULT *** must be GMR. Two-piece form fitted system fits over the vault base with ease. 4'x8' surface for the spotter. Mat is constructed with a foam filler consisting of prime polyurethane foam and a thick cross-link polyethylene foam, covered in a blue 18 oz. vinyl.	1	GMR	Each	\$ 558.00	\$ 558.00

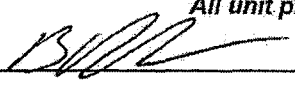
Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
110	NUMBERS 0-9 SET OF 10	Use these colorful rubberized vinyl shapes as the basis for games that focus players' concentration, encourage persistence and hone directional orientation and symbol/shape/number/color recognition skills. Tough, non-toxic pads aren't painted or coated; colors are permanently set during the molding process. Our 9" Number sets are sold with number 0 to 9 in your COLOR RED	5	GF-146	Each	\$ 36.00	\$ 180.00
111	CONES 12" SET OF 12	Bright fluorescent orange polyethylene cones have dozens of uses from obstacle courses to relay goals. Three other sizes are also available. Sold in sets of 12.	10	c-112	Each	\$ 30.60	\$ 306.00
112	JUMP ROPE COTTON	This traditional cotton jump rope has wooden handles and is 8' long.	10	Uline	Each	\$ 5.85	\$ 58.50
113	LEATHER BAR STRAPS	DGS Gymnastic (Item # V26 or Approved Equal) **These bar straps are to be used only on men's high bar. These may not be used on women's rails.**	4	V26	Each	\$ 53.96	\$ 215.84
114	BAR STRAPS	BAR STRAPS FOR HIGH BAR TRAINING (8 SETS PER ORDER)	3	S932	Each	\$ 57.60	\$ 172.80

Item #	Item	Description	Est.Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price:
115	24" VICI DOLL	24" tall durable plastic 16-segmented VICI (Virtual Image Coaching Implement) Red color.	2	VD-124	Each	\$ 21.60	\$ 43.20
116	MINI BAR RING SET	Consists of two 2" webbing straps, a pair of 6" diameter solid wood round hand rings and connection hardware. Connection points are shrouded to restrict user access. Rings are smaller than traditional official wooden rings so they comfortably fit young user's hands. Straps are approximately 24" long.	2	MBR-100	Each	\$ 94.50	\$ 189.00
117	RUNWAY TAPE	82' long, 1-1/2" wide. with Hook inch gradations.	2	FX-140	Each	\$ 112.50	\$ 225.00
118	MINI BAR AND MINI BAR COMBO MAT	This includes both Mini Bar and Mini Bar Mat combination. Norberts Item # GF-866 or	1	Gf-866	Each	\$ 494.10	\$ 494.10
119	GYMNASTIC CHALK	Top-quality Taiwanese gymnastic chalk is preferred by gymnasts, weightlifters and climbers. 8 two oz. cubes per pound; 36 one pound boxes per case.	2	186T	Each	\$ 234.00	\$ 468.00
120	SPOTTING STRAPS	" Thick, 4' long straps with swivel snaps for 2-person spotting.	2	G-011	Each	\$ 31.50	\$ 63.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
121	STICKY BEAM STRIPS	Comprised of 4" Hook fastener sewn to colored vinyl strips; hemmed all around to eliminate raw edges (unlike other brands). Bakers Dozen set of thirteen 8' long strips supplied in random colors. STICKY BEAM STRIPS SET OF 13	1	SBS-413	Each	\$ 135.00	\$ 135.00
122	KIP WHEEL	DGS Gymnastic -(Item # DGS-Kipwheel or Appeoved Equal)	5	DGS-Kipwheel	Each	\$ 130.46	\$ 652.30
123	WALL PADDING	4'X6' STANDARD WALL PADDING 4", Blue	44	WCSB3202	Each	\$ 171.00	\$ 7,524.00
124	Custom 3 Sides Column Padding, C Pad Type	12.5"x20.5"x12.5", Blue	4	1031	Each	\$ 301.50	\$ 1,206.00
125	Custom 3-Sides Column Padding Cpad	8.5"x28.5"x8.5", Blue	1	1031	Each	\$ 301.50	\$ 301.50
126	Custom 3 Sides Column Padding C pad type	8.5" x19"x8.5", Blue	1	1031	Each	\$ 256.50	\$ 256.50
127	Custom 2-Sides Column Padding, L pad type	8.5"x8.5", Blue	1	1031	Each	\$ 195.30	\$ 195.30
128	Custom 4 Sides freestanding column padding, no backing	30"x26 1/4", Blue	4	1031	Each	\$ 288.00	\$ 1,152.00
129	1/2" ROPE	Sturdy 1/2" diameter braided rope has permanently attached Swivel Snap. (MEASURMENT NEEDED)	2	P-118P	Each	\$ 126.00	\$ 126.00

Item #	Item	Description	Est. Qty	Brand / Model	Unit of Measure	Unit Price	Ext. Price
130	DOUBLE PULLEY	Norbets Item # G-622 Or Approved Equal. Must be compatible to Item #130	4	G-622	Each	\$ 84.60	\$ 338.40
132	CHALK EATER	Chalk Eater Air Filtration System, Portable, 110 outlet (30"W x 36"L x 31"H)	2	DGS	Each	\$1,705.50	\$ 3,411.00
		Equipment Total					\$ 195,818.00
		Labor, Installation and Gym Equipment					\$ 10,680.50
		Removal & Transport of existing equipment					\$ 10,680.50
		Grand Total					\$ 217,179.00

All unit prices are listed as 10% off the standard list rate.

Bidder Name Spieth America 

According to Section 9 on page 34, this enclosed attachment is a draft for review, and is not required to be completed at the time of bid submittal.

AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES

THIS AGREEMENT FOR THE PROVISION OF GOODS AND SERVICES (the "Agreement"), is made as of this ___ day of _____, 20___, between the City of Coral Gables (hereinafter called the "CITY"), and _____ (hereinafter called the "Supplier").

In accordance with Section ___ of the City of Coral Gables' Procurement Code and in consideration of the promises and the mutual covenants contained herein, the CITY agrees to retain the Supplier for the term specified herein.

WHEREAS, Supplier is interested in supplying the following goods and services; and

WHEREAS, the City is interested in engaging the Supplier to provide the following services; and

WHEREAS, the City solicited proposals from qualified suppliers pursuant to City IFB No. _____, which IFB is incorporated into this Agreement by reference and made a part hereof (the "IFB"), and the Supplier submitted a response to the IFB dated _____, which Response is incorporated into this Agreement as part of Exhibit "A" and made a part hereof; and

WHEREAS, the Supplier agrees to accept this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Supplier for a ___ period to provide _____ to the City. However, this period may be extended at the sole discretion of the City (through the City Manager) for ___ additional ___ year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-685(i) entitled "Competitive sealed bidding (formal bids); Award."

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 The following documents shall comprise the Contract Documents ("Contract Documents"):

- 1.) This Agreement;
- 2.) The Invitation for Bid ("IFB"), the IFB Specifications and Supplementary Conditions attached as IFB No. _____, dated _____, and the Supplier's Response to the IFB, attached hereto as composite Exhibit "A";
- 3.) The Supplier's Certificates of Insurance and Additional Insured Endorsements, attached hereto as Exhibit "B"; and
- 4.) Any and all purchase orders issued by the City to Supplier as contemplated by the terms contained herein.

1.2 Any of the Contract Documents listed above but not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. This Agreement incorporates all prior negotiations, agreements, and

understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. The Supplier must call any known conflict or discrepancy to the City's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Supplier, whichever document imposes the greater obligation on the Supplier shall be controlling.

1.3 The Supplier shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission, which the Supplier may discover with respect to these documents before proceeding with the production and/or delivery of the goods contemplated herein. The issuance or the express or implied approval by the City of the Contract Documents shall not relieve the Supplier of the continuing duties imposed hereby, nor shall any such approval be evidence of the Supplier's compliance with this Agreement.

1.4 By the execution of this Agreement, the Supplier acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient, and that the Supplier has not, does not, and will not rely upon any representations or warranties by the City concerning such Contract Documents as no such representations or warranties have been or are hereby made.

ARTICLE 2 SCOPE OF WORK

The City of Coral Gables is seeking prospective bidders for the renovation of the Coral Gables War Memorial Youth Center's gymnastics multi-purpose room. The bidder will be responsible for all gymnastics-related equipment and services as follows:

2.1 Removal of Existing Equipment

With the exception of the tumble track currently in place, all existing equipment will be disassembled and removed from the gymnastics center. All equipment, mats and the existing spring flooring will be removed and transported to the City of Coral Gables Maintenance Building for storage located at The City of Coral Gables Maintenance Building: 2800 SW 72nd Avenue Miami, FL 33155

2.2 Room Preparation

Once the Gymnastics Center has been cleared of all equipment, mats and spring flooring, the gymnastics center will be available for room preparation. The successful bidder will be responsible for coordination with the Project Manager.

2.3 Installation of the New Equipment

Bidder will provide new equipment as specified in Attachment #1 of this IFB. All equipment including spring flooring, mats and apparatus will be installed according to USA Gymnastics specifications and in consultation with the City of Coral Gables and their contractor.

ARTICLE 3 PROFESSIONAL SERVICES

3.1 **Basic Services.** The duties and responsibilities are outlined in Article 2.

3.2 **Reporting.** The Supplier shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Supplier shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Supplier during the previous month.

3.3 **Availability of Supplier.** The Supplier shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

ARTICLE 4 COMPENSATION

4.1 **Basic Compensation.** In full consideration of the services of the Supplier hereunder, the Supplier shall be paid an amount as described in the Scope of Work outlined in Article 2 above. The City reserves the right to contract with the Supplier for additional services. Any increase in the agreed upon amount shall be approved by City Manager or his designee, and shall be in accordance with applicable City and State regulations.

4.2 **Expenses.** As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Supplier with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the City Manager or his designee.

4.3 **Confidential Information.** The Supplier agrees that any information received by the Supplier for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

4.4 **Most Favored Public Entity.** The Supplier represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Supplier's prices decline, or should Supplier, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

ARTICLE 5 TERMINATION

5.1 **Termination for Cause.**

If the Supplier breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver

is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to sub-Suppliers or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Supplier five calendar days' written notice, terminate this Agreement and secure the goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Supplier shall not be entitled to receive any further payment until the City receives, through alternate means, the goods and services contemplated herein. If any unpaid contract balance due and owing to the Supplier exceeds the costs of securing the goods and services contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Supplier. If such costs and damages exceed the unpaid balance, the Supplier shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Supplier shall be liable. If, after notice of termination for cause, it is determined for any reason that the Supplier was not in default, the rights and obligations of the City and Supplier shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

5.2 Termination for Convenience.

The City may also terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Supplier; except where the Supplier anticipatorily repudiates the Agreement, the City may immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Supplier is terminated for convenience, the Supplier shall be paid for actual and documented expenditures for labor, materials, sub-Suppliers, and the goods received and accepted by the City to the date of termination less payments made and damages for any defective or nonconforming goods, and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Supplier for lost profits on any goods not provided and accepted by the City or any other type of consequential, special or indirect damages and Supplier hereby waives same. All costs must be fully supported by the Supplier's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

5.3 Duty to Cure and/or Remedy Defective Goods.

The Supplier shall, within three (3) working days of written notice from City, proceed to commence and diligently proceed to provide the goods requested as specified in the City's purchase order and shall correct or remedy said goods as requested by the City including the correction of defects or damage from whatever cause. The Supplier shall bear all costs of correcting such defective goods. This obligation shall survive termination of this Agreement. If the Supplier fails to commence to correct defective or nonconforming goods within three (3) business days from written Notice to Supplier, the City may correct such defective or nonconforming goods and the City may deduct such costs from any monies due, or if the defective or nonconforming goods are discovered after final payment, then Supplier shall pay such cost and expense, including attorney's fees incurred, within fourteen (14) days of receipt of a written demand from the City for reimbursement.

5.4 Nothing contained in this Agreement shall be construed to establish a period of

limitation with respect to any other obligation which the Supplier might have under the Contract Documents or law. The establishment of the time periods set forth above relates only to the specific obligation of the Supplier to correct defective goods, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Supplier's liability with respect to its obligations and any damages caused by the Supplier, including but not limited to any action commenced by the City for negligence, strict liability, breach of this Agreement or any warranties.

5.5 Termination by Supplier.

If the City fails to issue a payment for a period of thirty (30) days through no fault of the Supplier and there are no deficiencies with the invoice for payment as set forth in the Contract Documents, the Supplier may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City, payment for actual and documented expenditures for labor, materials, and subcontractors to the date of termination, but which sum shall never exceed the amount due under the Contract Documents, less payments made, less the cost to complete any remaining, less the cost to correct any damaged, defective, or non-conforming goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Supplier's sole remedy under this Agreement.

ARTICLE 6

**INDEPENDENT CONTRACTOR,
DEFENSE, INDEMNIFICATION, & HOLD HARMLESS,**

6.1 Independent Contractor and Supplier. The Supplier acknowledges entering into this Agreement as an independent Contractor and Supplier, and that the Supplier shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Supplier's services, or those of employees of the Supplier. The City shall not withhold from sums payable to the Supplier, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Supplier, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

6.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Supplier.

6.3 Supplier warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Supplier shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Supplier or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

6.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to,

security requirements.

6.5 Defense, Indemnification, & Hold Harmless. To the fullest extent permitted by laws and regulations, the Supplier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of this Agreement and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Supplier, any subconsultant or subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Supplier's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Supplier (or any subconsultant or subcontractor or any person or organization directly or indirectly employed by Supplier) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of this Agreement. Any failure of Supplier to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Supplier to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

6.5.1 In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Supplier, any subconsultant, any subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Supplier or any such subconsultant or other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. Moreover, nothing in this Indemnification and Hold Harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, established by Florida Statutes, case law, or any other source of law.

6.6 The indemnification and hold harmless provision shall include, but not be limited to, all of the following:

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.

- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Supplier or any other party, Supplier will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:
- Mayor or City Commissioner: \$300.00 per hour
 - City Manager: \$250.00 per hour
 - An Assistant City Manager or Department Director: \$250.00 per hour
 - An Assistant Department Director: \$100.00 per hour
 - City Attorney or Deputy City Attorney: Prevailing market rates
 - Other City employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1 Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

The Contractor shall maintain, at its own cost and expense, the following types and amounts of insurance with insurers with rating of "A-" "VI" or better according to the A.M. Best rating guide as a minimum standard. The insurers providing coverage must be approved by the State of Florida and hold all of the required licenses in good standing to conduct business within the State of Florida. In addition, they must be acceptable to the City of Coral Gables Risk Management Division and/or the City Attorney's Office.

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

Workers' Compensation and Employers Liability Insurance covering all employees, subcontractors, and/or volunteers of the Contractor and/or Vendor engaged in the performance of the scope of work associated with this contract and/or agreement. The minimum limits of liability shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation insurance, with the following limits:

Workers' Compensation - Coverage A
Statutory Limits (State of Florida or Federal Act)

Employers' Liability - Coverage B
\$1,000,000 Limit - Each Accident
\$1,000,000 Limit - Disease each Employee
\$1,000,000 Limit - Disease Policy Limit

Commercial General Liability Insurance written on an occurrence basis, including but not limited to, coverage for contractual liability, products and completed operations, personal & advertising injury, bodily injury and property damage liabilities with limits of liability no less than:

Each Occurrence Limit - \$1,000,000
Fire Damage Limit (Damage to rented premises) - \$100,000
Personal & Advertising Injury Limit - \$1,000,000
General Aggregate Limit - \$2,000,000
Products & Completed Operations Aggregate Limit - \$2,000,000

Business Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Contract, with a combined single limit of liability for bodily injury and property damage of not less than:

Combined Single Limit (Each Accident) - \$1,000,000
Any Auto (Symbol 1)
Hired Autos (Symbol 8)
Non-Owned Autos (Symbol 9)

MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

ISO (Insurance Services Office, Inc.) Commercial General Liability coverage ("occurrence" Form CG 0001) or its equivalent. "Claims made" form is unacceptable except for professional or environmental liability coverage.

Commercial Auto Liability

ISO (Insurance Services Office, Inc.) Commercial Auto Liability coverage (form CA 0001) or its equivalent.

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance , the following endorsements with City approved language :

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance)

Waiver of Subrogation on all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

Notices of Cancellation, Non-renewal or Material Change must be provided to the following address:

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the City.

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

Issued to entity contracting with the City

Evidencing the appropriate Coverage

Evidencing the required Limits of Liability required

Evidencing that coverage is currently in force

Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

All Certificates of Insurance must be signed by a person authorized by that insurer to bind or amend coverage on its behalf.

The City reserves the right to require a complete copy of any insurance policies required by the City. Should the City invoke this right, the policy must be provided directly to the City by the insurance agent or insurance company.

The city reserves the right to require additional insurance requirements at any time during the course of the agreement.

WAIVER OF INSURANCE REQUIREMENTS

Should a bidder not be able to comply with any insurance requirement, for any reason, the bidder must write a letter to the Risk Management Division on their letter head requesting that a waiver of a specific insurance requirement be granted. The requested waiver will be evaluated by the Risk Management Division. The Risk Management Division will approve or reject the requested waiver of insurance and will forward the waiver to the City Attorney's Office for further evaluation.

CONTRACTOR is encouraged to review their individual insurance needs with their insurance agents/brokers regularly to determine the adequacy of the coverage and the limits of liability that are being purchased. In certain circumstances, the City of Coral Gables will require additional insurance to respond to the hold harmless and indemnification clauses executed with the City of Coral Gables. Based on the nature of the work performed, the City of Coral Gables will determine what additional types of insurance and/or higher limits of liability that must be obtained.

All insurance documents evidencing insurance to City of Coral Gables – Insurance Compliance should be sent via email to cityofcoralgables@ebix.com and copy to druiz@coralgables.com. Should you require assistance, contact the dedicated Call Service Lines for City of Coral Gables:

Call Service Lines - Insurance Compliance
Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

When submitting Professional, Contractor and/or Vendor evidence of Insurance to the City of Coral Gables, the Certificate Holder section of the Certificate of Insurance should read as follows:

City of Coral Gables
Insurance Compliance

ARTICLE 8 SOVEREIGN IMMUNITY

8.1 Sovereign Immunity.

The Supplier acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Supplier against the City other than claims arising out of this Agreement. Specifically, the Supplier acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Supplier acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Supplier

acknowledges that it has no right and will not make claim based upon any of the following:

- (a) Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and
- (d) Claims based upon an alleged waiver of any of the terms of this Agreement, unless such waiver is in writing and signed by an authorized representative for the City and Supplier.

ARTICLE 9
FLORIDA PUBLIC RECORDS LAW
FLORIDA STATUTES CHAPTER 119, et seq.

9.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

ARTICLE 10
WAIVER OF CONSEQUENTIAL DAMAGES

10.1 The Supplier waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the

compensation of personnel stationed there, and for anticipated profit on any Work not performed by Supplier.

**ARTICLE 11
RESOLUTION OF DISPUTES; GOVERNING LAW AND VENUE**

11.1 Supplier understands and agrees that all claims by Supplier against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Supplier arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notice provisions herein with a copy to the City's Chief Procurement Officer. Upon receipt of said notification City Manager or his designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-913 of the City of Coral Gables Code of Ordinances, unless the City Manager or his designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Supplier, City Manager, and City shall act in good faith to mitigate any potential damages. The decision of the City Manager shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure, provided that the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein. Indeed, the Parties hereto agree that a failure to comply with the dispute resolution procedures outlined in this Article shall constitute a failure to exhaust administrative remedies and, therefore, bar any potential judicial action related thereto.

11.2 This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement and/or the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

**ARTICLE 12
SUCCESSORS AND ASSIGNS**

12.1 The City and the Supplier each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Supplier shall not assign this Agreement without the express prior written consent of the City, nor shall the Supplier assign any monies due or to become due to it hereunder, without the express prior written consent of the City.

**ARTICLE 13
MODIFICATION**

13.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

**ARTICLE 14
RIGHTS AND REMEDIES**

14.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

**ARTICLE 15
WAIVER**

15.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**ARTICLE 16
SEVERABILITY; SURVIVAL**

16.1 If any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

**ARTICLE 17
UNCONTROLLABLE FORCES**

17.1 Neither the City nor Supplier shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

**ARTICLE 18
WRITTEN NOTICE**

18.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for such party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

For the City:
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

For Supplier:

cc: City Attorney

**ARTICLE 19
AUDITS**

19.1 The Supplier shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Supplier shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Supplier shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Supplier agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Supplier and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Supplier at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Supplier shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Supplier's place of business.

In the event that an audit is conducted by Supplier specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Supplier, then Supplier shall file a copy of the audit report with the City's Auditor within thirty (30) days of Supplier's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Failure on the part of Supplier to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

18.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Supplier regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Supplier, then the difference shall be either repaid by Supplier to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Supplier from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Supplier, then the difference shall be paid to Supplier by cash payment.

ARTICLE 20 AVAILABILITY OF FUNDS

20.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 In performance of the services, the Supplier will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Supplier to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

ARTICLE 22 CONFLICT OF INTEREST

22.1 Supplier covenants that no person employed by the Supplier which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Supplier further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Supplier or its employees must be disclosed in writing to City.

22.2 Supplier is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

22.3 The Supplier represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The Supplier agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Supplier, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

**ARTICLE 23
FEDERAL AND STATE TAXES**

23.1 The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Supplier. The Supplier shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Supplier be authorized to use the City's Tax Exemption Number in securing such materials.

**ARTICLE 24
CONTINGENT FEES**

24.1 The Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 25
ENTIRETY OF AGREEMENT**

25.1 The City and the Supplier agree that this Agreement and the Contract Documents sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement and the Contract Documents supersede all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Supplier pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The following documents are made an integral part of this Agreement:

- A. Insurance Certificates

**ARTICLE 26
COUNTERPARTS**

26.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

**ARTICLE 27
CONFIDENTIALITY**

27.1 Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Supplier under this Agreement shall be made available to any individual or organization by the Supplier without prior written approval of the City.

**ARTICLE 28
OWNERSHIP OF DOCUMENTS**

28.1 Any and all documents, records, disks, or other information shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

**ARTICLE 29
TRUTH-IN-NEGOTIATION CERTIFICATE**

29.1 Execution of this Agreement by the Supplier shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

29.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

**ARTICLE 30
STANDARD OF CARE**

30.1 The Supplier shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances, and the Supplier shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

30.2 The Supplier warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 31
NON-DISCRIMINATION**

31.1 EEO and ADA. The contractor must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

31.2 It is understood that the Supplier shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

31.2 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

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**ARTICLE 32
WAIVER OF TRIAL BY JURY**

32.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. FURTHERMORE, CITY AND SUPPLIER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

Approved as to Insurance:

AS TO CITY:

David J. Ruiz
Risk Management Division

Catherine Swanson-Rivenbark
City Manager

Approved by Department Head
or head of negotiations team as to
the negotiated business terms:

Peter Iglesias
Assistant City Manager

Fred Couceyro
Parks & Recreation Director, Parks & Recreation

ATTEST:

Approved as to compliance with applicable
Procurement Requirements:

Celeste S. Walker
Procurement Officer

Walter J. Foeman
City Clerk

Approved as to Funds Appropriation:

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Diana Gomez
Finance Director

Miriam Soler Ramos
City Attorney

AS TO SUPPLIER:

ATTEST:

Name

Title:

Corporate Secretary

(SEAL)
(OR) WITNESSES (2):

Print Name: _____

Print Name: _____

EXHIBIT "A"

**IFB No. 2018.005,
IFB SPECIFICATIONS, IFB SUPPLEMENTARY
CONDITIONS, & SUPPLIER'S RESPONSE TO IFB**

EXHIBIT "B"
**SUPPLIER'S CERTIFICATES OF
INSURANCE & ADDITIONAL INSURED ENDORSEMENTS**