

Page 1: Title Page

IFB NO.2024-011 Licensed Electrical Contractor

R & D Electric, Inc 7447 NW 48 ST Miami, FL 33166 305-403-7841 Rafael Echarri Rafael@RDelectricinc.com

4/26/2024



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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

BIDDER ACKNOWLEDGEMENT

IFB Title: Licensed Electrical Contractor

FC 13001534

IFB No. 2024-011

Electronic Bid response must be received

prior to 2:00 p.m., on Friday, April 26, 2024,

via INFOR and may not be withdrawn for 90 calendar days. Submittals received after the

specified date and time will not be accepted.

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.	Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Facsimile: 305-261-1601 Email: ehernandez2@coralgables.com / contracts@coralgables.com
Bidder Name: Rafael Echarri	FEIN or SS Number: 61-142835
Complete Mailing Address: 7447 NW 48 ST Miami, FL	Telephone No. 305-403-7841
33166	Cellular No. 305-303-6450
Indicate type of organization below: Corporation: Partnership: Individual: Other: Other:	Fax No.: 305-403-7842
Bid Bond / Security Bond%	Email: Rafael@rdelectricinc.com
ATTENTION: THIS FORM ALONG WITH ALL REQUII (PREFERABLY IN BLUE INK), AND SUBMITTED DEADLINE. FAILURE TO DO SO MAY DEEM YOUR BID THE BIDDER CERTIFIES THAT THIS SUBMITTAL IS BAS DOCUMENTS AND THAT THE BIDDER HAS MADE NO CIBIDDER FURTHER AGREES, IF THE BID IS ACCEPTE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FOR BIDDER AND THE CITY OF CORAL GABLES, FOR THE PERIFB PERTAINS. FURTHER, BY SIGNING BELOW PACKNOWLEDGED AND ACCEPTED, AS WELL AS, ANY SIGNID HEREBY DECLARES (OR CERTIFIES) ACTIVATE HE/SHE IS AUTHORIZED TO BIND THE PERFORMAN	WITH THE BID PRIOR TO THE SUBMITTAL NON-RESPONSIVE. SED UPON ALL CONDITIONS AS LISTED IN THE IFB HANGES IN THE IFB DOCUMENT AS RECEIVED. THE D, THE BIDDER WILL EXECUTE AN APPROPRIATE DRIVEN THAT OF THE REFORMANCE OF ALL REQUIREMENTS TO WHICH THIS REFERABLY IN BLUE INK ALL IFB PAGES ARE PECIAL INSTRUCTION SHEET(S), IF APPLICABLE. THE RENOWLEDGEMENT OF THESE REQUIREMENTS AND
Authorized Name and Signature	esident 4 126 2024
Coral Gables and Miami-Dade County Local Preare asserting you qualify. A valid Coral Gables and o submitted as proof of qualification.) Please refer to Code Sec. 2-696.	ference Acknowledgement. (Check the box if you r Miami-Dade County business tax receipt must be





Page 5: Solicitation Submission Checklist

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No. 2024-011

С	OMPANY NAME: (Please Print): R & D Electric, Inc
Р	hone: 305-403-7841 Email: rafael@rdelectricinc.com
the	response package numbered by page must be submitted ELECTRONICALLY via INFOR. Please provide PAGE NUMBER of your solicitation response (PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE RIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your bmittal 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. PAGE #
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 ensure the following are properly identified on the following sections in the Bid Bond (if applicable), and Addendum Acknowledgement. PAGE #
3)	Fill out, sign, and submit the Bidder's Acknowledgement Form. PAGE #
4)	Fill out and submit this Solicitation Submission Checklist. PAGE #
5)	Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. PAGE #
6)	List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "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". PAGE# As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
	 a. Name of the City Department for which the services are being performed, b. Scope/description of work, c. Awarded value of the contract/current value d. Effective dates and term of the contract e. City project manager's name and phone number, f. Statement of whether the Proposer was the prime contractor or subcontractor, and g. Results of the project.
7)	Business Experience and References – Using the required Attachment A - Reference Form bidders must demonstrate requirements as outlined in Section 3. All references must outline the specific dates when the service(s) were provided and cover the full minimum number of years of experience as stated in Section 3. PAGE #

11) Complete the Lobbyist Registration Form (Attachment D) PAGE # 58

10) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # 50

8) Bid Pricing: Complete in INFOR on the Line Items Tab.

12) Affirm in writing firm's compliance with the City of Coral Gables' Local Preference Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696, at the time of submission of a response to this bid to be eligible for

Note: Do not include work/services performed for the City of Coral Gables or City employees as references.

9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. PAGE # 34





Page 7: Minimum Qualification Requirements



EXECUTIVE SUMMARY AND COMPANY INFORMATION

To Whom It May Concern:

R & D Electric, Inc. is an electrical engineering and contracting firm licensed to do work in the state of Florida. R & D Electric, Inc. is a local business.

R&D Electric, Inc. provides a full range of electrical services including, but limited to street lighting, traffic signals, highway signs, residential and commercial construction, engineering design, fire alarm, security systems, and power generators installation and maintenance.

Legal Name: R & D Electric, Inc.

Business Address: 7447 NW 48tth Street

Miami, Florida 33166 (305) 403-7841 (305) 403-7842 Fax www.RDElectricInc.com

Contacts: Rafael Echarri, Electrical Engineer, Electrical Contractor

(305) 303-6450 Mobile Rafael@RDElectricInc.com

Daniel Echarri, Electrical Engineer, Electrical Contractor

(305) 300-5354 Mobile Daniel@RDElectricInc.com

Guillermo Echarri, Professional Engineer

(305) 403-7841

Guillermo@RDElectricInc.com

Roberto Echarri, Professional Engineer

(305) 403-7841

Robert@RDElectricInc.com

Business Hours: Monday through Saturday from 7:00 AM to 5:00PM

Evenings and Sundays as needed.

Night shift for lighting patrolling and emergency situations



Business Status: S Corporation

Incorporated on September 25th, 2002, in the state of Florida.

Our People

R & D Electric maintains a staff of highly trained professionals, electricians and technicians with comprehensive knowledge of the lighting system in Miami. Al of our employees are residents of the Miami Dade County.

Our Goal

Safety is our primary focus in providing quality safety to our customers. We at R & D Electric work hard to maintain our reputation for no-hassle reliability. We continually strive to be your performance. driven partner for safe, reliable delivery of service.

What makes us different to our competitor?

- We are the only contracting company in south Florida that is owned and operated by electrical engineers. We <u>do</u> understand electricity.
- We cut no corners, and the work is done only once simply because it is done the right way.
- Even though we meet the requirement of this contract for experience R & D Electric is a fairly new company. We have been in business for 15 plus years and have never been in the public spotlight.
- Our business is to light up our community.

If you have any further questions on regards of all this information, please feel free to contact us at 305-403-7841.

Respectfully,

Rafael Echarrí

Mr. Rafael Echarri President R & D Electric, Inc.



EXPERIENCE / QUALIFICATIONS

R & D Electric, Inc. is an electrical contracting firm owned and operated by electrical engineers. The founders and owners Rafael and Daniel Echarri are both certified electrical contractors licensed to do work in the state of Florida.

R & D Electric, Inc. provides professional service and delivers high-quality work with an efficient, well-trained, and skilled workforce.

Primary Qualifying Agent: Rafael Echarri

State certified electrical contractor License Number EC 13001534

Electrical Engineer

Engineer Intern # 1100008405

Secondary Qualifying Agent: Daniel Echarri

State certified electrical contractor License Number EC 13002941

Electrical Engineer

Engineer Intern # 1100008074

Designers: Guillermo Echarri

Electrical Engineer / Professional Engineer

License Number PE 56773

Roberto Echarri

Electrical Engineer / Professional Engineer

License Number PE 57431

R & D Electric currently employs 32 full-time employees.

R & D Electric is a prequalified contractor with the Florida department of transportation. We are also certified as a small business enterprise with Miami Dade County and as a local business firm with the Miami Dade Express Way authority (MDX).

We have the resources, equipment, and trained personnel to deliver performance-based electrical installation and maintenance and to respond to all emergency situations as specified by this contract.

We are equipped and staffed to accommodate the following activities:

- Commercial electrical installations, maintenance, and service calls.
- Lighting services and new installations.
- Proactive roadway and parking lighting maintenance.
- Fire alarms installations, monitoring, and service.
- Underground cable locating and repair.



Generator installations and services.

Our fleet includes a variety of specialized equipment:

- Cranes 14 tons and 30 tons.
- Bucket trucks 47 ft, 55 ft, and 60 ft
- Augers 9 inches to 66 inches
- Pressure diggers- up to a depth of 50 ft
- Load Bank testing equipment
- Service Vans & utility trucks
- Mini-Excavators
- Back hoe
- **Directional Boring Equipment**
- Dump trucks, trailers
- Core drills, cable pullers, rigging equipment

STAFFING PLAN

Administration and Management

<u>Rafael Echarri</u> - Electrical Engineer and State Certified Electrical Contractor.

President and primary qualifying agent for R & D Electric.

23-year experience in electrical construction.

Responsible for administration, field operations, safety and training, customer communications, quality assurance.

Daniel Echarri - Electrical Engineer and State Certified Electrical Contractor.

Vice-President

23-year experience in electrical construction.

Responsible for daily communication and coordinating work schedule and all activities with the City representative of this project. Plans, schedules, and assign work to crews, monitors and coordinate between day crews and night crews, conduct field audit inspection.

The following are the key personnel who will be assigned to this project:

- Rafael Echarri 305 303 6450 as Project administrator
- Daniel Echarri 305-300-5354 as Project superintendent
- Eddy Menendez 305-345-1994 as Project manager
- Pablo Lorente 305-403-7841 Certified Mechanic



LOCAL PREFERENCE

R & D Electric holds a local business certification for the Miami Dade Expressway Authority. The certificate number is 11-01-1127-9 and expiration is March 2024.

R & D Electric is a Miami Dade County Community Small Business Enterprise firm. The certificate number is 11757 and its expiration date is April 2025.

R & D Electric is certified as a Disadvantage Business Enterprise with the State of Florida. The certificate expiration date is April 2025.

R & D Electric is a Miami Dade County Small Business Enterprise firm. The certificate number is 11756 and its expiration date is April 2025.

R & D Electric is a FDOT prequalified company.

001419

Local Business Tax Receipt

Miami-Dade County, State of Florida -THISIS NOT A BILL-DO NOT PAY

5654661

BUSINESS NAMEAOCATION
R & D ELECTRIC INC

7447 NW 48TH ST MIAMI FL 33166

RECEIPT NO.
RENEWAL

SEPTEMBER 30, 2024
Must be displayed at place of business

Pursuant to County Code Chapter 8A - Art. 9 & 10

RENEWAL S 5309299 Must

SEC. TYPE OF BUSINESS 196 ELECTRICAL CONTRACTOR EC13001534

OWNER R & D ELECTRIC INC C/O RAFAEL ECHARRI PRES

Worker(s)

TOR BYTAK COLLECTOR \$75,00 08/3

\$75.00 08/31/2023 INT-23-439606

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC13001534

EXPIRATION DATE: AUGUST 31, 2024

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ECHARRI, RAFAEL
R & D ELECTRIC INC
7447 NW 48 ST
MIAMI FL 33166



ISSUED: 07/26/2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida Department of State

I certify from the records of this office that R & D ELECTRIC, INC. is a corporation organized under the laws of the State of Florida, filed on September 25, 2002.

The document number of this corporation is P02000103457.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 15, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2024



Secretary of State

Tracking Number: 5587775191CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rig	nts to the certificate holder in lieu of such	i endorsement(s).	
PRODUCER		CONTACT Benny Cabrera	_
GGA Insurance Group		[(A/C, NO, EXT): (A/C, NO): (A/C, NO):	279-3022
10689 N. Kendall Drive		E-MAIL bcabrera@ggaig.com	
Suite 208		INSURER(S) AFFORDING COVERAGE	NAIC#
Miami	FL 33176	INSURER A: Imperium Insurance Company	35408
INSURED		INSURER B: Bridgefield Casualty Co.	10335
R & D Electric, Inc.		INSURER C:	
7447 NW 48th Street		INSURER D:	
		INSURER E :	
Miami	FL 33166	INSURER F:	
COVERAGES	CERTIFICATE NUMBER: CL243282242	1 REVISION NUMBER:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

	ISR POLICY EXP ADDL SUBR POLICY EXP						
INSR LTR	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR				, , ,	<u> </u>	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
Α		Υ	Υ	CON-IIC-GL-0000140-01	03/30/2024	03/30/2025	PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
1	OTHER:						Employee Benefits \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	X ANY AUTO				03/30/2024	03/30/2025	BODILY INJURY (Per person) \$ 1,000,000
Α	OWNED SCHEDULED AUTOS ONLY AUTOS	Υ	Y	Y CON-IIC-CA-0000387-01			BODILY INJURY (Per accident) \$
	HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB CCCUR						EACH OCCURRENCE \$ 4,000,000
Α	EXCESS LIAB CLAIMS-MADE	Υ	Υ	CON-IIC-CX-0000126-01	03/30/2024	03/30/2025	AGGREGATE \$ 4,000,000
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						➤ PER OTH- STATUTE ER
l _B	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	Υ	19658630	08/08/2023	08/08/2024	E.L. EACH ACCIDENT \$ 1,000,000
-	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Coral Gables Insurance Compliance is listed as named Additional Insured's on a Primary and Non-Contributory basis on the General Liability, Auto Liability and Excess/Umbrella polices. A Waiver of Subrogation exists in favor of all Additional Insured's and any others as required by contract with regard to Workers Compensation, General Liability, Automobile Liability and Excess Liability policies. Excess/Umbrella follows form.

CERTIFICATE HOLDER		CANCELLATION
City of Coral Gables Insurance Compliance P.O.Box 100085-CE		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
1.O.Box 100003-GE		AUTHORIZED REPRESENTATIVE
Duluth	GA 30096	GAJ

POLICY NUMBER: CON-IIC-CA-0000387-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: R&D Electric Inc.

Endorsement Effective Date: 3/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization who has the Named Insured's permission to use covered, owned, hired or borrowed autos per written contract or written agreement prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: R&D Electric, Inc.

Endorsement Effective Date: 3/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization in which the Named Insured has agreed in a written contract or written agreement prior to a loss to provide this waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

- Such "insured" is a Named Insured under such other insurance; and
- 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

- **B.** The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
 - This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
 - 1. Such "insured" is a Named Insured under such other insurance; and
 - 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: CON-IIC-CX-0000126-01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization as required by written contract executed prior to a loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **8.** of **Section III – Conditions** is replaced by the following:

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:
 - (1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.
 - (2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:
 - (a) The additional insured is a Named Insured under such other insurance;
 - **(b)** The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- **b.** When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

POLICY NUMBER: CON-IIC-GL-0000140-01

Number of Days' Notice 30

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

(1)			 		

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Location(s) Of Covered Operations Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.			
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.				

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- **C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**
 - If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
 - 1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations				
Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.	Any location(s) in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss.				
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART ELECTRONIC DATA LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization in which the Named Insured has agreed in a written contract or written agreement executed prior to a loss to furnish the waiver.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Date Prepared: August 10, 2023

Carrier: Bridgefield Casualty Insurance Company

Effective Date of Endorsement: August 8, 2023

Policy Number: 196-58630

Countersigned by:

Insured: R & D Electric, Inc.

WC 00 03 13 (Ed. 4-84)





Page 28: City of Coral Gables Contracts

Not applicable to R & D Electric





Page 29: Business Experience and References



CITY OF CORAL GABLES REFERENCE FORM

IFB No. 2024-011 Licensed Electrical Contractor

Complete the form as indicated below, to provide the required information as outlined in Section 3 of the solicitation. The City shall contact the companies listed below to verify the work performed on behalf of your company. All fields must be completed.

Reference # 1 must cover the minimum three (3) year period from the issuance date of this solicitation.

1.	Project Name/Location	Miami Beach Electrical Services Citywide
	Owner Name	City of Miami Beach
	Contact Person	Olga Sanchez
	Contact Telephone No.	786-367-7253
	Email Address:	OlgaSanchez@miamibeachfl.gov
	Yearly Budget/Cost	\$99,500.00
	Dates of Contract	From:To:To:
	Project Description	Provide as needed electrical services Citywide
Addition years.	onal References must c Project Name/Location	over similar engagements satisfactorily performed in the last three (3) Inspection & Maintenance of Parking Lot Lighting
۷.	Owner Name	City of Miami Beach
	Contact Person	Faustino Blanco
	Contact Telephone No.	786-914-6975
	Email Address:	Faustinofernandezblanco@miamibeachfl.gov
	Yearly Budget/Cost	\$113,000.00
	Dates of Contract	From:To:
	Project Description	Provide all personnel, equipment, tools, materials, supervision, labor, and everything
		necessary to inspect and maintain over 600 city owned light fixtures.



3.	Project Name/Location	City of Miami Beach Street Lighting Maintenance	
	Owner Name	City of Miami Beach	
	Contact Person	Alain Fernandez	
	Contact Telephone No.	305-673-7000 Ext 22822	
	Email Address:	alainfernandez@miamibeachfl.gov	
	Yearly Budget/Cost	\$116,000.00	
	Dates of Contract	From:To:	-
	Project Description	Maintenance of Street Lights on all Roads within the Ci	ty Limits
4.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:To:	-
	Project Description		





Project Name/Location		
Owner Name		
Contact Person		
Contact Telephone No.		
Email Address:		
Yearly Budget/Cost		
Dates of Contract	From:To:	-
Project Description		
	Owner Name Contact Person Contact Telephone No. Email Address: Yearly Budget/Cost Dates of Contract	Contact Person Contact Telephone No. Email Address: Yearly Budget/Cost Dates of Contract From:

BIDDER INFORMATION:

Company Name: R & D Electric, Inc.

FEIN 61-1428335

Representative: Rafael Echarri

Address: 7447 NW 48 ST Miami, FL 33166

Telephone No.: 305-403-7841

Fax No.: 305-403-7842

Email Address: Rafael@rdelectricinc.com



Page 33: Bid Pricing

Completed in INFOR on the Line Items Tab.





Page 34: IFB Response Form (i) Bidders Affidavit - Schedules A through M

RESPONDENT'S AFFIDAVIT

SOLICITATION:

IFB 2024-011 Licensed Electrical Contractor

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 solicitation and the referenced <u>Schedules A through M</u> shall be relied upon by Owner awarding the contract and such information is warranted by Respondent to be true and correct. The discovery of any omission or misstatements that materially affects the Respondent's ability 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 respondent that has submitted the attached solicitation response). <u>Schedules A through M</u> are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A STATEMENT OF CERTIFICATION
- SCHEDULE B NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C DRUG-FREE STATEMENT
- SCHEDULE D RESPONDENT'S QUALIFICATION STATEMENT
- SCHEDULE E CODE OF ETHICS, CONFLICT OF INTEREST, AND CONE OF SILENCE
- SCHEDULE F AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G PUBLIC ENTITY CRIMES
- SCHEDULE H ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L WORK HOURS & SAFETY CERTIFICATION
- SCHEDULE M SAFETY ACCIDENT PREVENTION

This affidavit is to be furnished to the City of Coral Gables with the solicitation response. It is to be filled in, executed by the respondent 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 solicitation response.

Authorized Name and Signature President 4/26/2024

Title Date

STATE OF FLORIDA	
COUNTY OF MIAMI DADE	_
2/	3
	$\frac{4}{1}$, before me the undersigned Notary Public of
the State ofFL, personally appeared	RAFAELECHARRI
V 9 3	(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 OFFL	MARIBEL MARTINEZ NOTARY PUBLIC STATE OF FLORIDA
(Name of notary Public; Print, Stamp or Type as Commissioned.)	Comm# GG969914 Expires 6/6/2024
Personally know to me or Produced Identification:	NOTARY PUBLIC SEAL OF OFFICE:
(Type of Identification Produced)	

SCHEDULE "A" - CITY OF CORAL GABLES - STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any company or person (other than a bona fide employee working solely for me or the respondent) to solicit or secure this contract.
- agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any company or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any company, organization or person (other than a bona fide employee working solely for me or the respondent) 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 theRafael Echarri, President					
	(Owner, Partner, Officer, Representative or Agent)					
	of the Respondent 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 Respondent's officers or employees are employed by the City, indicate name and relationship below.					
	Name: Name:					
	Name:Relationship:					

 No lobbyist or other Respondent 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

Vendors must submit a certification with their bid/proposal certifying they have a drugas 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.
- 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.
- 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.
- 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.



7447 NW 48th Street Miami, Florida 33166 Phone: (305)-403-7841 Fax: (305)-403-7842 EC#13001534

Drug-Free Workplace Policy

I. Policy Statement

- A. R & D Electric, Inc firmly upholds a drug-free workplace policy to safeguard the health, safety, and productivity of all employees. This policy is integral to our commitment to maintaining high standards of workplace conduct and operational safety.
- B. Applicable to all staff, including full-time employees, contractors, and visitors on company premises or during company-related activities.

II. Prohibited Behaviors

- A. Absolute prohibition on the use, possession, distribution, or sale of illegal drugs or controlled substances within the workplace or during any work-related activities.
- B. Obligation to disclose to HR or direct supervisors any prescription medication use that may potentially impair job performance or safety. Such disclosure will be treated with confidentiality.
- C. Strict restriction on alcohol consumption during work hours, including lunch breaks and on company premises, except during sanctioned company events where moderate consumption may be permitted.

II. Drug Testing Procedures

- A. The policy covers various scenarios where drug testing is warranted, including but not limited to pre-employment, random testing, after any workplace accidents, and upon reasonable suspicion of drug use.
- B. Drug testing will be conducted by a certified medical professional in a manner that respects the dignity and privacy of the individual.
- C. Detailed explanation of employee rights during the drug testing process and the requirement for written consent for such tests.



7447 NW 48th Street Miami, Florida 33166 Phone: (305)-403-7841 Fax: (305)-403-7842 EC#13001534

IV. Violation Consequences

- A. Violations of this policy may result in disciplinary action, up to and including immediate termination. The severity of the consequences will be proportionate to the nature and gravity of the violation.
- B. Where applicable, violations may also be subject to legal consequences by local, state, and federal law.

V. Assistance and Rehabilitation Programs

- A. Provision of access to counseling, rehabilitation programs, and other support services for employees struggling with substance abuse.
- B. Clearly defined leave policies for employees who voluntarily seek treatment or rehabilitation, ensuring job protection in line with company policy and applicable laws.

Acknowledgment of Understanding and Compliance

Signature of Employee:	Signature of Owner:
	Maller
[Employee Name]	[Rafael Echarri, President]
[Month Day, Year]	[April 26 th , 2024]

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

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

GENERAL COMPANY INFORMATION:			a .
Company Name: R & D Electric, Ir	nc	84	
Address: 7447 NW 48 ST Street		FL	33166
Street	City	State	Zip Code
Telephone No: (305) 403-7841	Fax No: (<u>305) 403-7</u>	842 Email: R	afael@RDelectricinc.com
How many years has your company be	en in business under	its present name	?_22_Years
If Respondent is operating under Fictitio Statue:	us Name, submit evid	ence of complian	ce with Florida Fictitious Name
Under what former names has your con	npany operated? :	N/A	
At what address was that company local	ated?N/A		
Is your company certified? Yes_X Is your company licensed? Yes_X		es, ATTACH CC	PPY of Certification. PPY of License
Has your company or its senior officers	ever declared bankruj	otcy?	
YesNoX If yes	, explain:	-	
LEGAL INFORMATION:			
Please identify each incident within the similar proceeding was filed or is pen Respondent's rights, remedies or duties under this solicitation (A response is information related to this question. will be independently verified): N/A	ding, if such proceed sunder a contract for t required. If applica	ing arises from on he same or simila ble please indic	or is a dispute concerning the ar type services to be provided cate "none" or list specific
		-	
Has your company ever been debarred	or suspended from do	ing business with	any government entity?
Yes No X If Yes explain			

State of Florida Department of State

I certify from the records of this office that R & D ELECTRIC, INC. is a corporation organized under the laws of the State of Florida, filed on September 25, 2002.

The document number of this corporation is P02000103457.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 15, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of February, 2024



Secretary of State

Tracking Number: 5587775191CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION ELECTRICAL CONTRACTORS' LICENSING BOARD

LICENSE NUMBER: EC13001534

EXPIRATION DATE: AUGUST 31, 2024

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ECHARRI, RAFAEL
R & D ELECTRIC INC
7447 NW 48 ST
MIAMI FL 33166



ISSUED: 07/26/2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

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 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), <u>Florida Statutes</u>, 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 on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "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. [Please indicate which statement below applies.]

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.

____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 subsequent to July 1, 1989.

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

- 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.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

N	IONE		
Addendum No	Date	Addendum No	Date
Addendum No	Date	Addendum No	Date
Addendum No	Date	Addendum No	Date

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Company] certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
- The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Respondent,Rafael E	charri	certifies or affirms the truthfulness
and accuracy of each statemen	nt of its certification and disclosure,	if any. In addition, the Contractor
understands and agrees that the	e provisions of 31 U.S.C. A 3801, et	seq., apply to this certification and
disclosure, if any./	•	
Millen	Signature of Company's Authorized C	Official
Rafael Echarri, President	Name and Title of Company's Author	ized Official
4/26/2024	_ Date	

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- The prospective lower tier participant shall provide immediate written notice to the person(s) to
 which this proposal is submitted if at any time the prospective lower tier participant learns that its
 certification was erroneous when submitted or has become erroneous by reason of changed
 circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R.§§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this solicitation

Rafael Echarri, President	
Printed Name and Title of Authorized Representative	
Miller	4/26/2024
Signature	Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

- <u>Drug Free Workplace Requirements</u>: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
- 2. **Repondent's Compliance**: The respondent shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
- 3. <u>Conflict of Interest</u>: The respondent must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
- 4. <u>Mandatory Disclosures</u>: The respondent must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
- 5. <u>Utilization of Minority and Women Firms (M/WBE)</u>: The respondent must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the respondent shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

- 6. Equal Employment Opportunity/Nondiscrimination: (As per Executive Order 11246) The respondent may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The respondent agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
- 7. <u>Davis-Bacon Act</u>: If applicable to this contract, the respondent agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Respondents are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, respondents must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
- 8. Copeland Anti Kick Back Act: If applicable to this contract, respondents shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Respondents are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

- 9. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each respondent is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): as amended—The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 11. <u>Debarment and Suspension</u> (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The respondent shall certify compliance. The respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
- 12. <u>Byrd Anti-Lobbying Amendment</u> (31 U.S.C. 1352): Respondents that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The respondent shall certify compliance.
- 13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 14. Procurement of Recovered Materials: Respondents must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 15. Access to Records and Reports: Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 16. <u>Record Retention:</u> Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
- 17. <u>Federal Changes:</u> Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
- 18. Termination for Default (Breach or Cause): If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
- 19. <u>Safeguarding Personal Identifiable Information</u>: Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 20. <u>Prohibition on utilization of cost plus a percentage of cost contracts</u>: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
- 21. Energy Policy and Conservation Act (43 U.S.C.§6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- 22. <u>Domestic Preference</u>: As appropriate and to the extent consistent with law, the Contractor should, in accordance with Section 2-699 of the City Code and 2 C.F.R. § 200.322 under Title 2 of the Code of Federal Regulations, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- 23. <u>Telecommunications Equipment or Services</u>: It is prohibited, as described in section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)1 and 2 C.F.R. § 200.216.2, for any FEMA award funds to be used in the procurement, the entering into or extending or renewing of a contract for the purpose of obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system. For purposes of this section:
 - a. Covered telecommunications equipment or services means
 - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
 - ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- 24. <u>Contract with the Enemy:</u> In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under this contract are to be performed outside the United states and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements and all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

I further acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract and that any subcontractor utilized will also be required to comply with the requirements above.

DATE: 4/26/2024	SIGNATURE: Mullel
COMPANY: R & D Electric	NAME: Rafael Echarri
ADDRESS: 7447 NW 48 ST Miami, FL 33166	TITLE: President
E-MAIL: Rafael@RDelectricinc.com	
PHONE NO. 305-403-7841	

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS ADDENDUM

This certification is incorporated as part of the contract for IFB 2024-011 Licensed Electrical Contractor.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

section.		
Rafael Echarri	hereby certifies that it shall adhere to the Work Hours and	d
Safety Standards regulations throughout the	e duration of this Contract as set forth above.	
Mefellen		
Contractor Signature		
Date: 4/26/2024		

SCHEDULE "M" - SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

Rafael Echarri	hereby	certifies	that	it shall	adhere	to the	Safety	Accident
Prevention regulations throughout the durat	tion of thi	is Contra	ct as	set forti	n above.			
While	r							
Contractor Signature								
Date: 4/26/2024								





Page 56: (ii) Employers E-VerifyAffidavit



City of Coral Gables Finance Department/Procurement Division

Comm# GG969914 Expires 6/6/2024

Employer E-Verify Affidavit

By executing this affidavit, the undersigned employer verifies its compliance with F.S. 448.095, stating affirmatively that the individual, firm or corporation has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in F.S. 448.095 which prohibits the employment, contracting or sub-contracting with an unauthorized alien. The undersigned employer further confirms that it has obtained all necessary affidavits from its subcontractors, if applicable, in compliance with F.S. 448.095, and that such affidavits shall be provided to the City upon request. Failure to comply with the requirements of F.S. 448.095 may result in termination of the employer's contract with the City of Coral Gables. Finally, the undersigned employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

61-1428335				
Federal Work Authorization User Identification Number 4/26/2024				
Date of Authorization				
I hereby declare under penalty of perjury that the forego	ing is true and correct.			
Executed on 26th in Coral Gables	(city), FL (state).			
Signature of Authorized Officer or Agent	(~;//			
Rafael Echarri, President Printed Name and Title of Authorized Officer or Agent				
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE <u>26th</u> DAY OF <u>April</u> ,20 24	<u>1</u> .			
montener				
NOTARY PUBLIC	RYAC MARIBEL MARTINEZ			
My Commission Expires: 6/6/2024	NOTARY PUBLIC STATE OF FLORIDA			





Page 58:(iii)Lobbyist RegistrationForm

CITY OF CORAL GABLES FINANCE DEPARTMENT/PROCUREMENT DIVISION LOBBYIST REGISTRATION FORM

SOLICITATION NAME/NUMBER: Licensed Electrical Contractor / 2024-011

The Bidder/Proposer certifies that it understands if it has retained a lobbyist(s) to lobby in connection with this specific competitive solicitation that each lobbyist retained has timely filed the registration or amended registration required under the City of Coral Gables Lobbyist Registration requirement pursuant to Ordinance 2021-24 as outlined below:

Lobbyist means an individual, firm, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal, or that contracts with a third-party for economic consideration to perform lobbying activities on behalf of a principal.

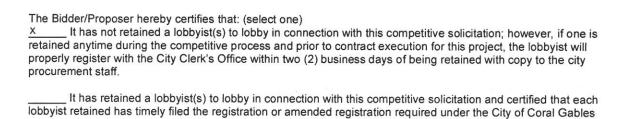
Lobbying activity means any attempt to influence or encourage the passage or defeat of, or modification to, governmental actions, including, but not limited to, ordinances, resolutions, rules, regulations, executive orders, and procurement actions or decisions of the city commission, the mayor, any city board or committee, or any city personnel. The term "lobbying activity" encompasses all forms of communication, whether oral, written, or electronic, during the entire decision-making process on actions, decisions, or recommendations which foreseeably will be heard or reviewed by city personnel. This definition shall be subject to the exceptions stated below.

Procurement matter means the city's processes for the purchase of goods and services, including, but not limited to, processes related to the acquisition of: technology; public works; design services; construction, professional architecture, engineering, landscape architecture, land surveying, and mapping services; the purchase, lease or sale of real property; and the acquisition, granting, or other interest in real property.

City personnel means those city officials, officers and employees who are entrusted with the day-to-day policy setting, operation, and management of certain defined city functions or areas of responsibility, even though ultimate responsibility for such functions or areas rests with the city commission, with the exception of the City Attorney, Deputy City Attorney, and Assistant City Attorneys, advisory personnel (members of city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission); and any employee of a city department or division with the authority to participate in procurement matters, when the communication involves such procurement.

Affidavit requirement. The following provisions shall apply to certain individuals who, in procurement matters participate in oral presentations or recorded negotiation meetings and sessions:

- a. The principal shall list on an affidavit form, provided by the City, all technical experts or employees of the principal whose normal scope of employment does not include lobbying activities and whose sole participation in the city procurement matter involves an appearance and participation in a city procurement matter involves an appearance and participation in an oral presentation before a city certification, evaluation, selection, technical review or similar committee, or recorded negotiation meetings or sessions.
- b. No person shall appear before any procurement committee or at any procurement negotiation meeting or session on behalf of a principal unless he/she has been listed as part of the principal's presentation or negotiation team or has registered as a lobbyist. For purposes of this subsection only, the listed members of the oral presentation or negotiation team shall not be required to separately register as lobbyists or pay any registration fees. The affidavit will be filed by the city procurement staff with the city clerk at the after the proposal is submitted or prior to the recorded negotiation meeting or session. Notwithstanding the foregoing, any person who engages in lobbying activities in addition to appearing before a procurement committee to make an oral presentation, or at a recorded procurement negotiation meeting or session, shall comply with all lobbyist registration requirements.



CITY OF CORAL GABLES FINANCE DEPARTMENT/PROCUREMENT DIVISION LOBBBYIST REGISTRATION FORM

Lobbyist Registration requirement pursuant to Ordinance 2021-24 Section and that the required affidavit has been properly filed

It is a requirement of this solicitation that the following information be provided for all lobbyists retained to lobby in connection with this solicitation be listed below:

Name of Lobbyist:Lobbyist's Firm (if applicable):	
Debags & Film (II applicable).	
Phone: E-mail:	
Name of Lobbyist:	
Name of Lobbyist:	
Phone:	
E-mail:	
Name of Lobbyist:	
obbyist's Firm (if applicable):	
none.	
E-mail:	
Name of Lobbyist:	
Lobbyist's Firm (if applicable):	
Phone:	
E-mail:	
Λ	
0.1000-1	
Authorized Signature:	
Printed Name: Rafael Echarri	
Date: 4/26/2024	
itle: <u>President</u>	
Bidder/Proposer Name: Rafael Echarri	