

CITY OF CORAL GABLES

-MEMORANDUM-

TO: Honorable Mayor and
Members of the City Commission

Date: September 24, 2019

FROM: Peter J. Iglesias, P.E.
City Manager



SUBJECT: Award Recommendation
IFB 2019-033 Trash and Recycling
Receptacles

At the October 22, 2019, City Commission Meeting, an award recommendation for IFB 2019-033 Trash and Recycling Receptacles will be included on the agenda. This memorandum serves to notify you that in accordance with Section 2-763 of the City Code entitled "Contract Award", my recommendation to the City Commission for award of the subject IFB is as follows:

- 1) Accept the Procurement Officer's recommendation to award Anova Furnishings, Inc., the most responsive and responsible bidder, for the purchase of Trash and Recycling Receptacles.
- 2) Execute an agreement with Anova Furnishings, Inc., based on the initial amount of \$235,660.00, with the option to purchase additional units in an amount not to exceed the available budget.

Three (3) bids were received on September 11, 2019 in response to the IFB: Anova Furnishings, Inc., Landscape Forms, Inc., and Victor Stanley, Inc.

The responses were reviewed by the Procurement Division to determine responsiveness to the requirements of the IFB. Once this step was completed, the Public Works Department Landscape Division conducted an evaluation of the lowest response and found it to meet our requirements. The Procurement Division finalized its' due diligence process and confirmed that Anova Furnishings, Inc., is both responsive to the requirements of the IFB and a responsible firm.

A copy of the IFB, bid response, evaluation results, and bid tabulation will be provided to you as part of the Agenda package.

Please contact me should you have any questions.

Copy:

Miriam Soler Ramos, City Attorney

Billy Y. Urquia, City Clerk

Eduardo Santamaria, Assistant City Manager

Hermes Diaz, Public Works Director

Brook Dannemiller, Landscape Services Division Director

Deena Bell-Llewellyn, Landscape Architect

Diana M. Gomez, Finance Director

Celeste S. Walker, Assistant Finance Director for Procurement

BID TABULATION
IFB 2019-033 Trash and Recycling Receptacles

Item	Description	Quantity	Unit of Measure	Most Responsive / responsible Bidder		Landscape Forms, Inc.		Victor Stanley, Inc.	
				Unit Price	Extended Amount	Unit Price	Extended Amount	Unit Price	Extended Amount
1	Trash Receptacle	100	Each	\$1,178.30	\$117,830.00	\$1,654.95	\$165,495.00	\$1,288.50	\$128,850.00
	Manufacturer:			Anova Furnishings					
	Model No:			L2019					
	Warranty period (in years)			5					
	Delivery period A.R.O. (in days)			60					
						Landscape Forms		Victor Stanley	
						By Description		SDC-45	
						Not specified		10	
						Not specified		90	
2	Recycling Receptacle	100	Each	\$1,178.30	\$117,830.00	\$1,838.64	\$183,864.00	\$1,171.50	\$117,150.00
	Manufacturer:			Anova Furnishings					
	Model No:			L2020					
	Warranty period (in years)			5					
	Delivery period A.R.O. (in days)			60					
						Landscape Forms		Victor Stanley	
						CP999-D06041-6-2SIGNS		SDC-45	
						Not specified		10	
						Not specified		90	
	Total				\$235,660.00		\$349,359.00		\$246,000.00

Prepared By: 
 Eduardo Hernandez

Reviewed by: 
 Vanessa Flores

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



INVITATION FOR BIDS
IFB 2019-033

TRASH AND RECYCLING RECEPTACLES

Submittal Deadline / Bid Opening: 2:00 p.m. Wednesday, September 4, 2019



CITY OF CORAL GABLES, FL

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

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CITY OF CORAL GABLES, FL

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

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Trash and Recycling Receptacles</p> <hr/> <p>IFB No. 2019-033</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed bid submittals must be received prior to 2:00 p.m., Wednesday, September 4, 2019, by the Procurement Division, located at 2800 SW 72nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Email: ehernandez2@coralgables.com / contracts@coralgables.com</p>
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Bidder Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.
	Cellular No.
Indicate type of organization below: Corporation: ___ Partnership: ___ Individual: ___ Other: ___	Fax No.:
Bid Bond / Security Bond (if applicable) <u> </u> N/A <u> </u> %	Email:

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

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

Authorized Name and Signature *Title* *Date*

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

CITY OF CORAL GABLES, FL

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

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2019-033

The City of Coral Gables is seeking bids for Trash and Recycling Receptacles, IFB No. 2019-033. This solicitation consists of establishing a contract with a Successful Bidder for the purchase of trash and recycling receptacles for citywide use in public places.

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

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

A pre-bid conference will not be held for this solicitation.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than Tuesday, August 20, 2019 at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Bids for IFB No. 2019-033 will be received until 2:00 PM, Wednesday, September 4, 2019. Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. Verbal or electronic (e-mailed) bids are not acceptable.

One (1) original bid, two (2) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) Trash and Recycling Receptacles – IFB 2019-033 and (2) Bidder's Name, Address, Contact Name, and Telephone Number.

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

Anticipated Schedule of Events:

Solicitation Advertisement	Monday, August 5, 2019
Deadline for Questions	4:00 pm, Tuesday, August 20, 2019
Submittal Deadline / Bid Opening	2:00 pm, Wednesday, September 4, 2019

Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

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

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697
- Local Preference – Sec. 2-696

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2019-033

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

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

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2019-033

COMPANY NAME: (Please Print): _____
Phone: _____ Email: _____

A SEPARATE response package numbered by page must be submitted. Please provide the PAGE NUMBER of your separate solicitation response (PLEASE DO NOT SUBMIT AN ENTIRE COPY OF THE ORIGINAL SOLICITATION) in the blanks provided as to where compliance information is located in your Submittal for each of the required submittal items listed below:

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. _____
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Pricing Form and Addendum Acknowledgement. _____
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. _____
- 4) Fill out and submit this Solicitation Submission Checklist. _____
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. _____
- 6) Product information: provide product information literature including pictures, drawings, technical specifications, and standard color chart.
- 7) Bid Pricing Form: Complete and submit with bid. _____
- 8) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

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

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

SECTION 1

Invitation for Bids (IFB) No 2019-033

1.0: INTRODUCTION TO INVITATION FOR BIDS

1.1. Invitation

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

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

1.2. Contract Terms and Conditions

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

The term(s) of the Agreement shall commence upon the later of the execution of the Agreement or the issuance of a Purchase Order and shall remain in effect until such time as all items purchased in conjunction with this Invitation for Bid have been delivered and accepted by the City.

The City reserves the right to acquire additional units at the prices bid or at lower prices. As such, pricing shall remain fixed and firm for a period of one (1) year from execution of the Agreement.

The City shall have the right to terminate this contract pursuant to Section 1.12 of this solicitation.

1.3. Additional Information or Clarification

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

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

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

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

1.4. Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, complying

with all the provisions of this Invitation for Bids. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

1. The ability, capacity, equipment and skill of the bidder to perform the contract.
2. Whether the bidder can perform the contract within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, efficiency and litigation history of the bidder.
4. The quality of performance on previous contract(s).
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract.
6. The sufficiency of the bidder's financial resources to perform the contract or to provide the service.
7. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. The ability of the bidder to provide future maintenance and service and the financial impact upon the City to receive such future maintenance and service.
9. The number and scope of conditions attached to the bid.

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

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

1.5. Agreement Execution

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

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

1.6. Unauthorized Work

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

1.7. Changes/Alterations

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

1.8. Discrepancies, Errors, and Omissions

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

1.9. Disqualifications

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

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

1.10. Bidders Expenditures

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

1.11 Financial Stability and Strength

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

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

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

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

1.12. Contract Termination

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

SECTION 2

Invitation for Bids (IFB) No 2019-033

2.0: SPECIFICATIONS/SCOPE OF WORK

2.1: Background and Purpose:

The purpose of this IFB is to establish a citywide contract for the purchase of trash and recycling receptacles. The receptacle style will be selected for use in public streetscapes, plazas at municipal buildings, parks, parking lots, and parking garages.

Receptacle Requirements:

The Bidder shall provide product information literature including pictures, drawings, technical specifications, and standard color chart. Failure to meet this requirement will result in the offer being deemed non-responsive.

Different vendor receptacle styles found through a market research process were reviewed by the Design Review Committee to meet minimum functionality and aesthetic requirements determined by the City.

Only, the following brand and model numbers approved by the Design Review Committee for acceptable functionality and aesthetics requirements will be considered: **(Refer to Appendix B)**

Anova - Metrix L2019 trash and L2020 recycler.

Landscape Forms - Chase Park Litter, with matching recycling with 5" opening.

Victor Stanley- SDC-45 litter and recycle (smaller opening required for recycling).

Parts and Materials:

Bidder warrants that all products: (i) will conform in all material respect with the specifications / scope of work provided in this document, (ii) will be free of defects in material, workmanship, and design and, (iii) will comply with all applicable laws and regulations.

All parts and materials used in the performance of this contract shall be new and unused. All materials and workmanship shall be of the highest quality.

If any equipment or supplies provided to the City are found to be defective, or not in conformance with the specifications / scope of work, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

Warranty:

The Bidder guarantees all items against defective material or workmanship, and to replace any items received defective or damaged in transit at no cost to the City.

Replacement of all materials found defective within the warranty period shall be made without cost to the City, including transportation, if applicable.

Manufacturer's product warranty period must be specified in the space provided in the Bid Pricing Form. Warranty may be considered in the award.

Samples:

Samples may be required and shall be submitted free of charge to the City. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after notification by the City. Otherwise, all samples will become the property of the City, or will be disposed of thirty (30) days after a recommendation for award has been submitted to the City's Manager. Samples from the Bidder will be held until delivery of awarded receptacles are received and accepted as being equal to the sample. When submitting samples, each must be labeled with the IFB No., IFB title and the bidder's name. Failure of bidder to deliver requested samples may be reason for rejection of bid. Unless otherwise indicated, samples should be delivered to the City of Coral Gables, Public Works / Landscape Division, 2800 S.W. 72nd Avenue, Miami, FL 33155.

Delivery and Acceptance:

The Bidder will be responsible for delivering receptacles to the Public Works Department, but the City will be responsible for installation on the specific City site.

Indicate number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided on the Bid Pricing Form. Delivery shall be within the normal working hours of the City, 8:00 A.M until 4:00 P.M. Deliveries should be made to City of Coral Gables, Public Works Department, 2800 S.W. 72nd Avenue, Miami, FL 33155, Monday through Friday, excluding holidays.

All products will be shipped FOB destination. Acceptance will occur upon final inspection and approval by the City.

Packing Slip/Delivery Ticket to Accompany Items During Delivery

The Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered. The packing slip shall be attached to the shipping carton(s). The packing slip or delivery ticket shall include, at a minimum, the following information:

- (a) Purchase Order Number
- (b) Date of Order
- (c) A complete listing of items being delivered

2.2: General Specifications/ Functional Requirements:

- 2.2.1** Two separate receptacles will be used for trash and recycling, and the receptacles will be separate from each other, not connected in a common bin.
- 2.2.2** Hole openings for "Bottles and Cans Only" on recycling receptacles shall be just large enough to accept bottles and cans, but not large enough to accept larger food containers, to avoid contamination. Bidder shall include a design drawing or specification sheet that indicates this requirement. Recycling receptacles with openings larger than a standard bottle or can size will not be accepted.
- 2.2.3** Signage or graphics indicating "Trash" or "Bottles and Cans Only" shall be affixed to each receptacle.
- 2.2.4** Mounting hardware to affix receptacle to pavements or slabs, must be provided for each receptacle. Bid should include specifications for hardware.
- 2.2.5** The desired design shall be a streamlined round shape with vertical pickets without custom ornamentation. The pickets shall be placed close enough together to allow air flow for circulation, but to screen view of the liner and contents inside the receptacle. The dimension of the opening between pickets shall be clearly dimensioned or specified in the bid for City review of this requirement. The spaces between pickets shall be between ½" and 1" in size. Spaces in between pickets larger than 1" will not be considered. Bidder shall specify space between pickets of their receptacles.

- 2.2.6 Items furnished shall be standard products of the manufacturer or their suppliers. Items shall be new, unused, clean, and free from any defects or features affecting appearance, serviceability, or the safety of the user in normal intended use.
- 2.2.7 Receptacles must be steel powdercoated. Colors of powdercoating to be black, dark green and silver based upon the standard color chart submitted by Bidder. All three colors will be used Citywide as designated by the City.

2.3 Technical Specifications:

- 2.3.1 Approximately 30-50 gallon bin capacity.
- 2.3.2 Side opening, with self-closing latch and key locking mechanism.
- 2.3.3 Approximate size: 30"- 42" height x 20"- 30" diameter, 100 - 250 lbs.
- 2.3.4 Commercial grade inner removable liner, black in color.
- 2.3.5 Solid top lid for weather protection. Open tops or open tops with small covers will not be accepted.

SECTION 3

Invitation for Bids (IFB) No 2019-033

3.0: MINIMUM QUALIFICATION REQUIREMENTS

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

(A) BIDDER SHALL:

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Invitation for Bids, Section 2 "**Specifications / Scope of Work**" for a minimum of two (2) years.
- (2) Submit product information literature including pictures, drawings, technical specifications, and standard color chart.
- (3) Be the product manufacturer and/or authorized distributor or re-seller.
 - a. If Bidder is manufacturer, provide a statement to the fact on company's letterhead.
 - b. Authorized distributors must provide a current year letter from the product manufacturer. This letter must be signed and be presented on the manufacturer's letterhead with the contact person's name and phone number.
 - c. Re-sellers: Must provide:
 - i. The above letter from the manufacturer stating the distributor is an authorized distributor as well as;
 - ii. Provide a current year signed letter from the authorized distributor, stating that the bidder (re-seller) is authorized to resell product. This letter must be on the manufacturer's/distributor's letterhead with the manufacturer's/distributor's contact person name and phone number.

SECTION 4

Invitation for Bids (IFB) No 2019-033

4.0: GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Legal Requirements

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

4.3 Non-Appropriation of Funds

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

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

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

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

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral

Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks), but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

Pursuant to Section 2-910 of the City of Coral Gables Code which may be found on the City of Coral Gables Website: <http://www.coralgables.com>, click on Government, City Department, Procurement, Procurement Links, Ordinance No. 2009-53.

4.9 Determination of Responsiveness

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

4.10 Evaluation of Bids

A. Rejection of Bids

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

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

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

interest of the City.

B. Elimination from Consideration

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

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

4.11 Collusion

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

4.12 Sub-Contractor(s) / Sub-Consultant

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Bid the major Sub-Contractor to be

utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

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

4.13 Substitutions for Assigned Personnel

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

4.14 Florida Public Records Law

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

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

4.15 Purchasing Agreements with Other Government Agencies

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

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

4.16 Protection of Property / Safety Concerns

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

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

4.17 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours

billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply additional documentation. Bidder may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.18 Auditing of Records

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

4.19 One Bid Response

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

4.20 Award of Contract

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

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

4.21 Background Screenings

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

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

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

4.22 Estimated Quantities

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

4.23 Unit Prices

When unit pricing is requested and there is a discrepancy between the unit price and any extended prices, the unit price will prevail.

4.24 Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms and conditions.

SECTION 5

Invitation for Bids (IFB) No. 2019-033

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

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

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

- 5.2** For any and all claims against the City or any of its elected and appointed officials, attorneys, administrators, consultants, agents, or employees by any employee of Contractor, and sub-contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, the indemnification obligation under the above paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such sub-contractor other person or organization under workers' or workman's compensation acts, disability benefit acts, or other employee benefit acts. This indemnification and Hold Harmless provision shall survive termination of the Agreement.

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Contractor will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Contractor will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.
- d. Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Contractor or any other party, Contractor will reimburse City \$50.00 for each employee work hour spent

reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Contractor will reimburse City on a per hour basis as follows:

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

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

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971 the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

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

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

5.6.2 INSURER REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

5.6.4.1 Commercial General Liability

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

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

- 5.6.5.1.1 Additional insured status provided on a primary & non-contributory basis on all required coverages except workers compensation.
- 5.6.5.1.2 Waiver of Subrogation on all required coverages
- 5.6.5.1.3 Notices of Cancellation/Non-renewal/Material Changes must be sent directly to the City of Coral Gables by the Insurance Company. The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

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

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

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

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

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

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

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

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

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

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

SECTION 6

Invitation for Bids (IFB) No 2019-033

6.0: SUBMISSION OF BIDS

6.1 SUBMITTAL INSTRUCTIONS

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

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

Bidders shall submit one (1) Original Bid Response, along with all required checklists, forms, and schedules. Additionally, Bidders shall submit two (2) copies, and one (1) digital copy (*PDF format*) on a CD or flash drive. **The Professional Service Agreement is a draft for your review; therefore submittal of this agreement is not required with the Bid.** Bids must be addressed to the Procurement Division, 2800 S.W. 72 Avenue, Miami, FL 33155, and delivered at or prior to the time noted for the submittal deadline. Bids received after the submittal deadline will not be accepted. It will be the sole responsibility of the Bidder to deliver their Bid to the Procurement Division office on or before the submittal deadline.

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

- (1) IFB No. and IFB Title
- (2) Bidder's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to: City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

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

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

6.2 BID FORMAT

ALL SEPARATE BID RESPONSES SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW **(DO NOT SUBMIT A COPY OF THE ORIGINAL SOLICITATION)**.

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please insert *additional* **TABS** on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- (f) **Product information:** Provide product information literature including pictures, drawings, technical specifications, and standard color chart.
- (g) **Bid Price Form:** Complete and submit with bid.
- (h) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
 - (1) **Contractor's Affidavit** - along with **Schedules A through H** as follows:

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

SECTION 7

Invitation for Bids (IFB) No 2019-033

7.0: BID PRICING INFORMATION

Bidder shall provide pricing as outlined in the pricing form, and as described in Section 2, Specifications / Scope of Work of this IFB.

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

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

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

Pricing submitted may not contain price escalations of any kind.

SECTION 8

Invitation for Bids (IFB) No 2019-033

8.0 IFB RESPONSE FORMS:

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

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

BIDDER'S AFFIDAVIT

SOLICITATION: IFB No. 2019-033 – Trash and Recycling Receptacles

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 Schedules A through H shall be relied upon by Owner awarding the contract and such information is warranted by the Bidder to be true and correct. The discovery of any omission or misstatements that materially affects the Bidder'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 bidder that has submitted the attached response*). Schedules A through H are subject to Local, State and Federal laws (as applicable); both criminal and civil.

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

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

Title

Date

STATE OF _____

COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary

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

NOTARY PUBLIC, STATE OF _____

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

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

(Type of Identification Produced)

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

Neither I, nor the company, hereby represented 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 company) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any 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 company) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

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

1. He/she is the _____
(Owner, Partner, Officer, Representative or Agent)

of the bidder that has submitted the attached bid response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached bid 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 bidder's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

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

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

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

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

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

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

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

GENERAL COMPANY INFORMATION:

Company Name: _____

Address: _____
Street City State Zip Code

Telephone No: (____) _____ Fax No: (____) _____ Email: _____

How many years has your company been in business under its present name? _____ Years

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

Under what former names has your company operated? : _____

At what address was that company located? _____

Is your Company Certified? Yes _____ No If Yes, **ATTACH COPY** of Certification.

Is your Company Licensed? Yes _____ No If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes _____ No _____ If yes, explain: _____

LEGAL INFORMATION:

Please identify each incident ***within the last five (5) years*** where a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the bidder's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation (***A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified.***)

Has your company ever been debarred or suspended from doing business with any government entity?

Yes _____ No _____ If Yes, explain _____

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

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

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

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

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

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

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

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

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

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

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal 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. **[Must 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

1. The undersigned agrees, if this bid response is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the solicitation, any associated addendum and Contract Documents within the contract time indicated in the solicitation 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 applicable solicitation.

Addendum No _____ Date _____ Addendum No. _____ Date _____

Addendum No _____ Date _____ Addendum No. _____ Date _____

Addendum No _____ Date _____ Addendum No. _____ Date _____

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

SECTION 9

Invitation for Bids (IFB) No 2019-033

9.0: CONTRACT/AGREEMENT (DRAFT)

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

PLEASE REFER TO **APPENDIX A** IN PUBLICPURCHASE TO VIEW AND DOWNLOAD A COPY OF THE PROFESSIONAL SERVICES AGREEMENT.