

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



INVITATION FOR BIDS
IFB 2022-013

Landscaping Services (Ponce de Leon Blvd)

Submittal Deadline / Bid Opening: June 2, 2022, at 2:00 P.M.



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

TABLE OF CONTENTS

Invitation for Bids (IFB) No. 2022-013

BIDDER ACKNOWLEDGEMENT	3
PUBLIC NOTICE	4
CONE OF SILENCE	6
SOLICITATION SUBMISSION CHECKLIST	7
SECTION 1 –	9
SECTION 2 - SPECIFICATIONS/SCOPE OF WORK	13
EXHIBIT A- LANDSCAPING PLANS	
SECTION 3 - QUALIFICATION REQUIREMENTS	15
SECTION 4 - GENERAL CONDITIONS	16
SECTION 5 –	23
INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS	23
SECTION 6 - SUBMISSION OF BIDS	28
SECTION 7 - BID PRICING	30
ATTACHMENT A - BID PRICING FORM	
SECTION 8 –	31
IFB RESPONSE FORMS: CONTRACTOR'S AFFIDAVITS & LOBBYIST REGISTRATION	31
ATTACHMENT B - BIDDER'S AFFIDAVIT - SCHEDULES A THROUGH H	
ATTACHMENT C - EMPLOYER E-VERIFY AFFIDAVIT	
ATTACHMENT E - LOBBYIST REGISTRATION FORM	
SECTION 9 - CONTRACT/AGREEMENT (DRAFT)	32
ATTACHMENT D - AGREEMENT	

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BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Landscaping Services (Ponce de Leon Blvd)</p> <hr/> <p>IFB No. 2022-013</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>Electronic Bid response must be received prior to 2:00 p.m., on June 2, 2022, via PublicPurchase and a to remain valid for 90 calendar days. Submittals received after the specified date and time will not be accepted.</p> <p>Contact: Andrea Chung Title: Procurement Specialist Telephone:305-441-5745 Email: AChung2@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 (<i>if applicable</i>) N/A %	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.

<i>Authorized Name and Signature</i>	<i>Title</i>	<i>Date</i>
<input type="checkbox"/> Coral Gables Local Preference Acknowledgement. (<i>Check the box if you are asserting you qualify. A valid Coral Gables business tax receipt must be submitted as proof of qualification.</i>) Please refer to Ordinance 2009-53, § 2, 11-17-2009/Procurement Code Sec. 2-696		

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PUBLIC NOTICE

Invitation for Bids (IFB) No. 2022-013

The City of Coral Gables is seeking bids for **Landscaping Services (Ponce de Leon Blvd)- IFB 2022-013**. This solicitation consists of providing labor and materials to re-landscape medians in Ponce de Leon Blvd between Miracle Mile and Menores Avenue in the North portion of the City.

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.

SOLICITATION RESPONSES MUST BE SUBMITTED ELECTRONICALLY THROUGH PUBLICPURCHASE. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide detailing how to respond electronically to solicitations can be found by visiting the Procurement Division Supplier Services website under <https://www.coralgables.com/supplier-services>.

A non-mandatory pre-bid meeting will be held on **May 12, 2022, at 9:00 a.m.** Attendance shall be via Zoom video conference: Meeting ID: 875 9364 8911 Passcode: 117761. Prior to the pre-bid meeting, the name of the companies and meeting participants that plan to attend should be sent to Achung2@coralgables.com. Attendance is encouraged and recommended as a source of information but is not mandatory. Access link to participate:

<https://us02web.zoom.us/j/87593648911?pwd=czlhaHJZUW1vUjZPVGo2VzNFOXFJZz09>

A non-mandatory Site Visit will be conducted at **Miracle Mile and Ponce De Leon Blvd at the Colonnade Hotel corner (East side of Ponce De Leon), Coral Gables, FL 33146 on May 12, at 11:00 a.m.**

Any request for additional information or clarification must be received in writing through PublicPurchase no later than **May 19, 2022, at 2:00 p.m.** 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.

Electronic Bid responses for IFB No. 2022-013 will be received until 2:00 p.m., June 2, 2022 via PublicPurchase. 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.

The bid response must be signed and submitted electronically via PublicPurchase.

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	May 5, 2022
Non-Mandatory Pre-Bid Meeting & Site Visit	May 12, 2022, at 9:00 a.m. (Pre-Bid) & 11:00 a.m. (Site Visit)
Deadline for Questions	May 19, 2022, at 2:00 p.m.
Submittal Deadline	June 2, 2022, at 2:00 p.m.

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, 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).

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

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Chief Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2022-013

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. 2022-013

COMPANY NAME: (Please Print): _____

Phone: _____ Email: _____

A response package numbered by page must be submitted. Please provide the PAGE NUMBER of your 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. 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), Bid Price Sheet 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 Bidder 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) References: Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past three (3) years. PAGE # _____ For each engagement listed, include the following information:
 - a. Organization / Company name
 - b. Contact name, telephone number, and email address of representative who can verify performance.
 - c. Contract value and description of the work/services performed
 - d. Contract start and end date.
 - e. How long have you been working for this Organization/Company

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

- 8) Bid Pricing Form: Complete and submit with bid. PAGE # _____
- 9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through H. PAGE # _____
- 10) Complete Employer E-Verify Affidavit. (Refer to Section 4.26) PAGE # _____
- 11) Complete the Lobbyist Registration Form (Attachment E) PAGE # _____

-- 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 **an electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
- 3. **Prepare and submit your RESPONSE electronically via PublicPurchase**
- 4. 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 – **INTRODUCTION TO INVITATION FOR BIDS (IFB)**

Invitation for Bids (IFB) No. 2022-013

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 be for a period of six (6) months or until all goods and services purchased in conjunction with this IFB have been delivered and installed by the successful bidder and accepted by the City, whichever comes first.

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

1.3. Additional Information or Clarification

The Bidder must thoroughly examine this entire solicitation. If there is any doubt or obscurity as to the meaning of any part of the IFB, the Bidder may request clarification at the pre-bid conference or by **WRITTEN REQUEST** 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-bid 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. Method of Award

Award of this project 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 bid

on all items may render your bid as non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award.

1.5 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.

1.6 Agreement Execution

By submitting a Response, the Bidder agrees to be bound to and execute the Agreement for this solicitation without diminishing the foregoing, the Bidder may request clarifications to the City for interpretation purposes only.

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.

1.7 Unauthorized Work

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

1.8 Changes/Alterations

Bidders may change or withdraw a Bid at any time prior to the Bid Submission Deadline through PublicPurchase. Modifications will not be accepted after the Submittal Deadline.

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 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.

If the contract is terminated prior to the start of work or the conclusion of the project based on the default of the successful Bidder, the Bidder will be subject to re-procurement costs associated with the re-award or completion of the project.

1.14 Definitions

Bid means an offer submitted by a prospective vendor in response to an invitation for bids issued by the city.

Bid bond means a surety instrument, accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid, the bidder will furnish bonds as required, and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

Bid security means a sum of money, which could be in a form of a cashier's check, irrevocable letter of credit, money order or a bond issued by a surety, deposited with a bid or proposal guaranteeing the bidder or offeror will not withdraw the bid or proposal for a specific period of time, will furnish bonds as required, and will accept a contract, if awarded, or forfeit the deposit.

Lobbying – means the act of attempting to influence others to create legislation or conduct an activity that will help a particular organization

May denotes the permissive.

Must denotes the imperative.

Offeror means a “person” or “entity” submitting an offer in response to a solicitation.

Performance bond means a certificate issued by a surety to a successful offeror, to protect the city from loss to due to the offeror's inability to complete and fulfill the contract requirements as agreed.

Person means any business, corporation, partnership, individual, union, committee, club, organization, or group of individuals.

Responsible bidder or offeror means a person who is deemed to possess the capability, as determined by the city, in all respects to perform fully the contract requirements, and the experience, capacity, facilities, equipment, credit, integrity and reliability, which will assure good faith performance.

Responsive bidder means an offer that conforms in all material respects to the requirements set forth in the solicitation document.

SECTION 2 - SPECIFICATIONS/SCOPE OF WORK

Invitation for Bids (IFB) No. 2022-013

2.1 Purpose

The purpose of this IFB is to contract with an experienced and licensed bidder, to provide labor and materials to re-landscape street medians along Ponce de Leon Boulevard between Miracle Mile and Menores Avenue in the North portion of the City, in accordance with the requirements set forth in this solicitation and in compliance with project's drawings and specifications.

2.2 Scope of Work

The Successful Bidder will be required to provide all necessary supervision, personnel, equipment, and tools to perform the following tasks:

- 1) Obtain Public Works MOT permit for lane closures as required.
- 2) Remove existing Ficus Green Island groundcovers and dispose of debris off site.
- 3) Excavate old soil down 6" depth and replace with new 70/30 soil mixture. 221.75 TOTAL CY, 6" depth estimated
- 4) Plant as per planting plans provided by the City of Coral Gables Greenspace Management Division of Public Works, attached under Exhibit A of this IFB.
- 5) Mulch using City standard 'Gold" mulch. 166.50 TOTAL CY, 3" depth
- 6) Repair of existing irrigation lines and heads to be provided as time and materials cost after extent of repair is known.
- 7) Clean up and guarantee as per plans and specifications attached.

2.3 Safety Requirements

- 2.3.1 **Public Safety:** The Bidder shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area.
- 2.3.2 **Road Closure:** Complete or partial closure of public roads shall only be permitted with proper authorization from City. Bidder shall contact the Contract Administrator to coordinate such closures and obtain proper authorization from the City.
- 2.3.3 **Traffic Signs:** As needed and/or as directed by the City, the Bidder shall provide all temporary signage, striping, detouring, barricading, signals, competent flagmen, etc. required in accordance with the minimum requirements of the latest Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), Chapter VI, which is incorporated into this IFB by reference.

2.4 Discontinuance of Work

Any practice determined hazardous by the City, shall be immediately discontinued by the Bidder upon receipt of either written or oral notice from the Contract Administrator.**2.5 Damage to Property, and Reporting of Pre-Existing Damage**

2.5.1 Property: Any damage to cars, walls, sidewalks, driveways or any other property either privately or publicly owned is solely the responsibility of the Bidder. The City is to be held harmless, indemnified and shall be insured against any and all loss from such damage caused by the Bidder's actions or negligence.

2.5.2 Pre-Existing Damage: Observation of property damage prior to the commencement of work shall be immediately reported to the City. Bidder must photograph property in the work area to document any pre-existing damage.

2.6 Protection of Utilities

The work requested here may be conducted in areas where underground utilities exist. The Bidder must protect all utilities from any potential damage as a result of the Bidder's work. Bidder shall be fully responsible for any and all damages that may occur as a result of the operations and resolve any complaints that may arise. If any such trouble should result, the City and the appropriate utility shall be notified immediately. The Bidder is fully responsible for any cost incurred by the City as a result of the damage or interruption of service. The City is to be held harmless, indemnified and shall be insured against any and all loss from such damage caused by the Bidder's actions or negligence.

2.7 Work Hours

Except for emergencies or as may otherwise be approved or required by the City, the Bidder is restricted by City Code not to perform work on Sundays or on City Holidays (total of 11). Furthermore, City Code limits the hours of operation from Monday through Friday between 7:30 a.m. to 6:00 p.m. and on Saturday between 9:00 a.m. and 5:00 p.m. The City reserves the right to change the Bidder's work schedules and to call no-work days due to heavy rain events. If so required and in order to complete necessary work, the City may ask the Bidder to perform work on Saturdays.

The Bidder shall be governed by the City of Coral Gables Noise Ordinance 2017-02, incorporated by reference into this IFB, and as may be amended from time to time. Noise restrictions at the City's Public Works facility, located at 2800 SW 72nd Avenue, prohibit trucks from starting before 7:00AM.

2.8 Site Clean-up / Maintenance of Site

Unless directed otherwise by the City, all debris from the work called for in this IFB shall be cleaned up every day before the work crew leaves the site. All debris shall be disposed of in accordance with Miami-Dade County Ordinances, at Successful Bidder's expense. Disposal of debris on City property shall not be permitted.

2.9 Refer to Exhibit A- Landscaping Plans for plans, planting, and irrigation specifications.

SECTION 3 - QUALIFICATION REQUIREMENTS

Invitation for Bids (IFB) No. 2022-013

The City of Coral Gables intends to procure the services as specified herein from a source 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 the Bidder shall satisfy each of the following minimum requirements cited below. Failure to meet each of the following qualification requirements, and/or failure to provide sufficient detail and/or documentation in its submittal to determine responsiveness by the City, will result in the Bidders submittal being deemed non-responsive.

Minimum Qualifications:

(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 **"Scope of Services"** for a minimum of three (3) years. Bidder's experience shall be verified through bidder's references provided in the bid response.

The following represent the general qualification requirements for a Bidder to be considered for final award. Failure to provide the following may prohibit the Bidder's submittal continuing in the evaluation process for award consideration.

General Qualifications:

(B) BIDDER WILL:

- (1) Provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.

Note: All license requirements must remain valid and in place throughout the term of this contract or engagement. Failure to maintain a valid license may be cause for termination as to be determined by the City.

SECTION 4 - GENERAL CONDITIONS

Invitation for Bids (IFB) No. 2022-013

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. Additionally, the issuance of this solicitation in no way obligates the City of Coral Gables to proceed with an award of a contract for the goods or services outlined.

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

D. Errors or Mistakes

- 1) Mathematical errors - Errors in extension of unit prices or mathematical calculations may be corrected by the Procurement Specialist or staff assigned to handle the project.
- 2) The correction will be reflected on the final bid tabulation for the project. At no time during the correction of the final tally shall the unit prices be changed.
- 3) If determined by the Chief Procurement Officer, some minor clerical, non-judgmental mistakes of fact may be corrected by a responsive bidder. This determination will be communicated in writing with specific perimeters on the acceptance of an updated response.

E. Voluntary Price Reductions

- 1) The City may accept voluntary price reductions from a low Vendor after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the invitation for bids.
- 2) A voluntary price reduction may NOT be used to ascertain the lowest responsive Vendor. This feature may only be utilized after the lowest, responsive and responsible bidder determination has been made.

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 and made available for public inspection at the appropriate time. 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 Trade Secret, Proprietary or Confidential Information

The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Bidder a competitive advantage over other Bidders. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.16 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).

4.17 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.

4.18 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.

4.19 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.

4.20 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.

4.21 Award of Contract

The contract will be awarded per the criteria outlined in Section 1.5. 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.

4.21.1 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.**

4.22 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).

4.23 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.

4.24 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.

4.25 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.

4.26 Employee Eligibility Verification. Contractor shall execute and submit the affidavit as prescribed by the City, affirming that the Contractor does not knowingly employ any person in connection with the

contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Contractor shall provide as part of their response the E-Verify affidavit to verify compliance with F.S. 448.095 requirements. To learn more about the program and enroll, please visit: <https://www.e-verify.gov/>

4.27 Lobbyist Registration Form. The Bidder 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 2017-44 that requires any individual, corporation, partnership, or other legal entity employed or retained whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any City Commissioner; (b) any action, decision, recommendation of the City Manager, any city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeably will be heard or reviewed by the City Commission, or a city board or committee, including but not limited to Quasi-Judicial, Advisory Board, Trust, Authority, or Council.

SECTION 5 – **INDEMNIFICATION, HOLD HARMLESS & INSURANCE** **REQUIREMENTS**

Invitation for Bids (IFB) No. 2022-013

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

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

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

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

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

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

5.6.3.8 Any Auto (Symbol 1)
5.6.3.9 Combined Single Limit (Each Accident) - \$1,000,000
5.6.3.10 Hired Autos (Symbol 8)
5.6.3.11 Combined Single Limit (Each Accident) - \$1,000,000
5.6.3.12 Non-Owned Autos (Symbol 9)
5.6.3.13 Combined Single Limit (Each Accident) - \$1,000,000

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

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

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

5.6.4.3 Commercial Auto Liability

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

5.6.5 REQUIRED ENDORSEMENTS

5.6.5.1 The following endorsements with City approved language

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

5.6.5.1.2 Waiver of Subrogation on all required coverages

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

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

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

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

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

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

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

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

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

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

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

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

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

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

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SECTION 6 - SUBMISSION OF BIDS

Invitation for Bids (IFB) No. 2022-013

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted electronically through PublicPurchase with all required forms and schedules executed. **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".

Any and all Bids which do not include all required documentation uploaded to **PublicPurchase** 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 requested documentation upon request from the City within the timeframe designated, or the Bid may be deemed non-responsive. Non-responsive bid packages will receive no further consideration.

Bidders shall submit a Bid Response, electronically via PublicPurchase along with all required checklists, forms, and schedules. Additionally, **The Professional Service Agreement** is a **draft** for your review; **therefore submittal of this agreement is not required with the Bid.** Bids received after the submittal deadline will not be accepted.

It will be the sole responsibility of the Bidder to ensure their Bid Response is uploaded to PublicPurchase on or before the submittal deadline.

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 BID RESPONSES SHALL BE TABBED AND ORGANIZED AS INDICATED BELOW (DO NOT SUSUBMIT 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 be sure to label the following sections in the Bid: 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) 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 Bidder 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.

- (g) **References:** Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past three (3) years. For each engagement listed, include the following information:
- a. Organization / Company name
 - b. Contact name, telephone number, and email address of representative who can verify performance.
 - c. Contract value and description of the work/services performed
 - d. Contract start and end date.
 - e. How long have you been working for this Organization/Company

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

- (g) **Pricing 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.

(i) **Bidder'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 |

(iii) **Employer E-Verify Affidavit**

(iv) **Lobbyist Registration Form**

SECTION 7 - BID PRICING

Invitation for Bids (IFB) No. 2022-013

Bidder shall provide pricing only as outlined on the Pricing Sheet – Exhibit A, and as described in the Scope of Work of this IFB. Pricing submitted in any other format will not be accepted or considered.

Bids should be typed prior to **uploading to PublicPurchase**.

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 bid on all items may render your bid as non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award.

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

Pricing submitted may not contain price escalations of any kind.

SECTION 8 –
IFB RESPONSE FORMS: CONTRACTOR’S
AFFIDAVITS & LOBBYIST REGISTRATION

Invitation for Bids (IFB) No. 2022-013

8.1 Bidder’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

8.2 Employer E-Verify Affidavit

8.3 Lobbyist Registration Form

SECTION 9 - CONTRACT/AGREEMENT (DRAFT)

Invitation for Bids (IFB) No. 2022-013

- 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.