

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 2008-128

A RESOLUTION AUTHORIZING THE AWARD OF THE ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT TO ARCOART PLUS PURSUANT TO SECTION 2-828(E) OF THE PROCUREMENT CODE FOR THE ON-BOARD TROLLEY AND PRINT ADVERTISEMENT RFP 2008.07.17; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A TWO (2) YEAR CONTRACT WITH AN OPTION TO RENEW FOR (3) ADDITIONAL ONE (1) YEAR PERIODS.

WHEREAS, on July 17, 2008, the Procurement Division of Finance formally advertised, issued and distributed the On-Board Trolley and Printing Advertisement Project Request for Proposal (RFP) No. 2008.07.17; and

WHEREAS, on August 7, 2008, five (5) proposal responses were received; Econsulting Worldwide, Arcoart Plus, 21st Century Graphics, 28 Sparks, Inc., and Spiral Media Corporation; and

WHEREAS, on August 12, 2008, the Selection Committee completed their evaluation based on Presentation, Revenue Sharing, Experience with other transportation agencies, industries, and companies, Type of device proposed for monitor and media storage device and Professional Background for the On-Board Trolley. The Print (Map) criteria only differentiated in Experience with other high quality printing productions and the City of Coral Gables design style-map and advertisement recommended;

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

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

SECTION 2. That the City of Coral Gables Commission does hereby accept the recommendation of the City Manager pursuant to the Request for Proposal (RFP) No. 2008.07.17 to select Arcoart Plus for the On-Board Trolley and Print Advertisement Project. Further authorizing the City Manager to execute a two (2) year contract with an option to renew for (3) additional one (1) year periods.

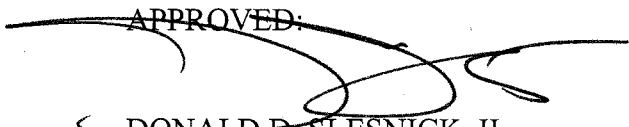
SECTION 3. That all Resolutions or parts of Resolutions inconsistent with, or in conflict herewith, shall be and are hereby repealed insofar as there is conflict or inconsistency.

SECTION 4. That this Resolution shall become effective upon the date of its passage and adoption herein.

PASSED AND ADOPTED THIS TWENTY-SIX DAY OF AUGUST, A.D., 2008.

(Moved: Kerdyk / Seconded: Cabrera)
(Yeas: Cabrera, Kerdyk Withers, Anderson, Slesnick)
(Unanimous: 5-0 Vote)
(Agenda Item: H-4)

APPROVED:



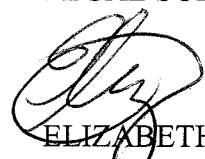
DONALD D. SLESNICK II
MAYOR

ATTEST



WALTER J. FOEMAN
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



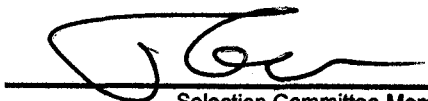
ELIZABETH M. HERNANDEZ
CITY ATTORNEY

RFP TABULATION
ON BOARD TROLLEY AND PRINT ADVERTISEMENT
(Average Rate Score)

CRITERIA <i>(A) ON BOARD ADVERTISEMENT</i> <i>(B) PRINT (MAP) ADVERTISEMENT</i> <i>BOTH A & B (ON BOARD AND MAP)</i>	MAXIMUM POINTS	ECONSULTING (Map Only)	ARCOART PLUS (On-Board and Map)	21st CENTURY GRAPHICS (On-Board and Map)	28 SPARKS, INC. (On-Board Only)	SPIRAL MEDIA CORP. (On-Board and Map)
PRESENTATION	10	4	9	7	8	6
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	12	22	13	12	11
<i>(A) ON-BOARD ONLY</i> EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	6				
<i>(A) ON-BOARD ONLY</i> TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	17				
<i>(B) MAP ONLY</i> EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				7	
<i>(B) MAP ONLY</i> CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				26	
<i>BOTH A & B (ON BOARD AND MAP)</i>						
EXPERIENCE	10		9	5		5
PROPOSED HARDWARE AND DESIGN	35		31	24		22
PROFESSIONAL BACKGROUND	10	6	9	6	6	6
TOTAL	100	45	80	55	59	50

**SELECTION COMMITTEE EVALUATION
ON BOARD TROLLEY AND PRINT ADVERTISEMENT**


CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART PLUS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	3	10	7	10	7
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	Ø	Ø	Ø	Ø	Ø
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	5				
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	15				
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				10	
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				28	
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10		8	7		5
PROPOSED HARDWARE AND DESIGN	35		35	30		28
PROFESSIONAL BACKGROUND	10	8	10	8	9	8
TOTAL		31	63	52	57	40

 Jose Belles

Selection Committee Member

(Please print and sign)

SELECTION COMMITTEE EVALUATION ON BOARD TROLLEY AND PRINT ADVERTISEMENT						
CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART PLUS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	4	6	4	3	5
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	20	10	10	10
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	8				
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	15				
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				4	
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				20	
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10		5	3	2	5
PROPOSED HARDWARE AND DESIGN	35	2	25	20		20
PROFESSIONAL BACKGROUND	10	6	6	4	2	3
TOTAL		48	62	41	21	43


 Selection Committee Member
 (Please print and sign)

**SELECTION COMMITTEE EVALUATION
ON BOARD TROLLEY AND PRINT ADVERTISEMENT**

CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART PLUS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	3	10	8	9	8
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	30	15	10	15
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	5	/	/	/	/
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	10	/	/	/	/
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10	/	/	/	8	/
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35	/	/	/	35	/
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10	/	10	5	/	6
PROPOSED HARDWARE AND DESIGN	35	/	35	30	/	20
PROFESSIONAL BACKGROUND	10	5	8	5	7	7
TOTAL		38	93	63	70	56

Dona M. Lubin

Selection Committee Member
(Please print and sign)

DONA M. LUBIN

69mg

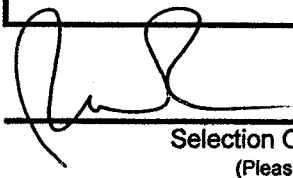
**SELECTION COMMITTEE EVALUATION
ON BOARD TROLLEY AND PRINT ADVERTISEMENT**

CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART PLUS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	4	10	8	10	5
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	30	30	20	10
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	6				
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	30				
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				8	
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				20	
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10		10	4		6
PROPOSED HARDWARE AND DESIGN	35		30	20		20
PROFESSIONAL BACKGROUND	10	8	10	5	8	5
TOTAL		63	90	67	66	46

 8/17/08
Selection Committee Member
(Please print and sign)

ORIGINAL

SELECTION COMMITTEE EVALUATION ON BOARD TROLLEY AND PRINT ADVERTISEMENT						
CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART OKYS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	4	10	6	8	7
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	30	10	18	20
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	5				
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	15				
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				6	
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				25	
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10		10	6		5
PROPOSED HARDWARE AND DESIGN	35		32	20		20
PROFESSIONAL BACKGROUND	10	5	9	8	6	5
TOTAL	100	44	91	50	63	57

 Michael Roche
Selection Committee Member
(Please print and sign)

ORIGINAL

SELECTION COMMITTEE EVALUATION ON BOARD TROLLEY AND PRINT ADVERTISEMENT						
CRITERIA (A) ON BOARD ADVERTISEMENT (B) PRINT (MAP) ADVERTISEMENT BOTH A & B (ON BOARD AND MAP)	POINTS	ECONSULTING	ARCOART PLUS	21st CENTURY GRAPHIC	28 SPARKS, INC.	SPIRAL MEDIA CORP.
PRESENTATION	10	4	10	8	10	5
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	30	30	20	10
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	/	/	/		/
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	/	/	/		/
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10				8	
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35				20	
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10	6	10	4	/	6
PROPOSED HARDWARE AND DESIGN	35	30	30	20	/	20
PROFESSIONAL BACKGROUND	10	8	10	5	/	5
TOTAL		(63)	90	(73)	(60)	(50)

[Signature]
Selection Committee Member
(Please print and sign)
8/12/08

Totals corrected - my.

(63) (61) (58) (52) (50) A6
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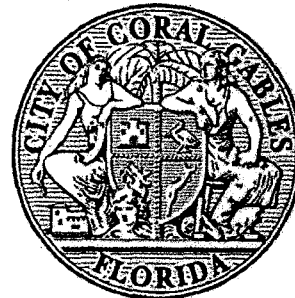
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PRESENTATION	10	4	10	6	8	7
REVENUE SHARING FOR THE CITY OF CORAL GABLES	35	15	30	10	18	20
(A) ON-BOARD ONLY EXPERIENCE WITH OTHER TRANSPORTATION AGENCIES, INDUSTRIES AND COMPANIES	10	5	10	6	/	5
(A) ON-BOARD ONLY TYPE OF DEVICE PROPOSED FOR MONITOR AND MEDIA STORAGE DEVICE	35	15	30	10	/	20
(B) MAP ONLY EXPERIENCE WITH OTHER HIGH QUALITY PRINTING PRODUCTIONS	10	/	/	/	6	/
(B) MAP ONLY CITY OF CORAL GABLES DESIGN STYLE MAP AND ADVERTISEMENT RECOMMENDED	35	/	/	/	25	/
BOTH A & B (ON BOARD AND MAP)						
EXPERIENCE	10	5	10	6	8	5
PROPOSED HARDWARE AND DESIGN	35	20	32	20	20	20
PROFESSIONAL BACKGROUND	10	5	9	8	6	5
TOTAL		(39)	91	50	(62)	57

[Signature] Michael Roder
Selection Committee Member
(Please print and sign)

Totals collected my → 44 my

63 my

City Commission
Don Slesnick, Mayor
Maria Anderson
Ralph Cabrera
William H. Kerdyk, Jr.
Wayne "Chip" Withers



**CITY OF CORAL GABLES
REQUEST FOR PROPOSAL**

**RFP 2008-07-17
ON-BOARD TROLLEY AND
PRINT ADVERTISEMENT
PROJECT**

City Administration
David L. Brown, City Manager
Elizabeth M. Hernandez, City Attorney
Walter Foeman, City Clerk

**FINANCE DEPARTMENT
PROCUREMENT DIVISION**

JULY, 2008

CITY OF CORAL GABLES REQUEST FOR PROPOSAL

Proposals for **RFP 2008.07.17, ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT**, will be received in the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72 Avenue, Miami, Florida on or before **2:00 p.m., Thursday, August 7, 2008**. Proposals will be opened promptly thereafter. One (1) original proposal and five (5) complete copies must be signed and submitted in a sealed envelope and clearly marked: **ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT - RFP 2008.07.17**

A Mandatory Pre-Proposal conference will be held in the City of Coral Gables Procurement Division Conference Room at **10:00 a.m. on Thursday, July 24, 2008**, located at 2800 SW 72nd Avenue, Miami, FL 33155. Please be punctual, since late arrivals will not be admitted. Selected proposers will be asked to conduct a brief presentation scheduled to begin at **10:00 a.m. Tuesday, August 12, 2008**.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, or requested by phone (305) 460-5103, fax (305) 261-1601, or e-mail contracts@coralgables.com. Proposals submitted by mail or hand delivered should be sent to the City of Coral Gables, Office of the Chief Procurement Officer/Finance Department, Procurement Division, 2800 SW 72 Avenue, Miami, Florida.

The City of Coral Gables will not accept and will in no way be responsible for any proposals received after the deadline of **Thursday, August 7, 2008, 2:00 p.m.** Verbal or electronic (e-mailed) proposals are not acceptable.

Award of Proposal will only be made to highest ranked Proposer based on the criteria method, within a reasonable time after opening of proposals. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

Proposal prices must be firm for a minimum of ninety (90) days. Escalation clauses of any kind are not acceptable. The City reserves the right to cancel this Request for Proposal at any time prior to opening, reject any and/or all proposals, and waive any technicalities, irregularities or any other minor variations.

Walter J. Foeman
City Clerk

Any person requiring special accommodations for participation should contact 305-460-5102, with requests for auxiliary aids or services at least one business day before the meeting.

1.17 CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract shall be:

Mr. Ed Cox
Public Works Department / Trolley Division
City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

1.18 SCHEDULE OF EVENTS

Proposal Advertisement	Thursday, July 17, 2008
Mandatory Pre-proposal Conference (*)	10:00 AM, Thursday, July 24, 2008 Procurement Division 2800 SW 72 nd Avenue Miami, Florida 305-460-5102

(*)Please be punctual, meeting will commence promptly at 10:00 a.m. and late arrivals will not be admitted.

Deadline for Written Questions:	5:00 PM, Tuesday, July 29, 2008
Response to Questions due to Proposers:	5:00 PM, Thursday, July 31, 2008
Proposal Opening:	2:00 PM, Thursday, August 7, 2008 Procurement Division 2800 SW 72 nd Avenue Miami, Florida
Selected proposers will be asked to conduct a brief presentation to the Selection Committee	10:00 AM Tuesday, August 12, 2008 Procurement Division 2800 SW 72 nd Avenue Miami, Florida

We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.

SIGNED: _____ TITLE: _____

Please type or Print Name:

COMPANY: _____ DATE: _____

CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION

ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT

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CITY OF CORAL GABLES, FL

PROCUREMENT DIVISION

ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT

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CITY OF CORAL GABLES, FL

PROCUREMENT DIVISION

ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT

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CITY OF CORAL GABLES, FL

SECTION 1.0

INSTRUCTIONS TO PROPOSER

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

1.0 INSTRUCTIONS TO PROPOSERS

This proposed procurement is authorized by the City Commission and the City Manager of the City of Coral Gables, Florida, as an extension of the will of the citizens of Coral Gables to efficiently, effectively and economically enhance the City Beautiful. Only those parties willing and able to strive for these ideals should offer or agree to provide goods or services. We thank you for your interest in this solicitation process. The City of Coral Gables, through its Procurement Division, invites your response to provide goods or services.

THE CONDITIONS OF THIS PROPOSAL ARE MANDATORY. The Instructions to Proposers, the General Conditions, all Forms, the Insurance Requirements, the Special Conditions, the Scope of Work, the Proposal Response form and the Purchase Order are collectively and integrally part of the Contract between the City and the successful Proposer.

1.1 TERMS

1.1.1 We/Us/Our/City

These terms refer to the City of Coral Gables, Florida, a duly organized public entity. They may also be used as pronouns for various subsets of the City organizations including, as the context will indicate:

Procurement Division; The Procurement Division includes its Chief Procurement Officer and staff of professional buyers.

Department/s; The City Department/s and/or offices for which this solicitation is prepared, which will be end user/s of the goods and/or services sought.

Authorized Representative; The user Department's contact/s for interaction regarding contract administration.

1.1.2 You/Your

The terms refer generally to the other person or entity which is a party to this agreement, or any of their subsidiaries, affiliates, officers, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a contractor will have upon award of the Contract.

Proposer: Any business entity submitting a Response to this Solicitation.

Successful Proposer: The Proposer whose response to this Solicitation is deemed to be the most advantageous to the City. A Contractor will be approved for award by the City Commission, and a Contract will be executed for the provision of the goods and/or services specified in the RFP and a Purchase order will be issued.

1.1.3 Request for Proposal (RFP)

A Solicitation of formal sealed proposal, this entire document, including attachments. The kind of information this RFP seeks is indicated by the title appearing at the top of the first page. A "Request for Proposal" (RFP) is normally used when we will consider solutions which may vary significantly from each other or from initial expectations, and/or where the award is not based solely on price.

1.1.4 Proposal

The written, sealed document submitted by the Proposer according to the RFP instructions. A response to this RFP shall not include any verbal interaction with the City apart from submittal of a formal written proposal.

1.2 CLARIFICATION

Questions regarding this RFP should be directed in writing, preferably by fax, to the Chief Procurement Officer specified on the title page. Answers, citing the question but not identifying the questioner, will be distributed simultaneously to all known prospective Proposers.

1.1.4 Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all known prospective Proposers. If necessary, a new proposal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for preparation of Proposal related to this procurement, or for conduct of any negotiations related to potential award of Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification at the pre-proposal conference, or by written request to the Chief Procurement Officer. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum, mailed to all parties recorded by the City's Chief Procurement Officer as having received the Proposal Documents. No person is authorized to give oral interpretations of, or make oral changes to the proposal. The issuance of written addendum shall be the only official method whereby such an interpretation or clarification will be made.

1.5 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, proposals must be submitted on Proposal forms as provided by the City. This request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response form completely filled out. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer must be initialed. Any additional information to be submitted as part of the Proposal may be attached behind the Proposal Response form. Copies may be obtained from the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 or by emailing contracts@coralgables.com. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

The original Proposal with five (5) copies must be submitted to the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155 at or prior to the time noted on the proposal opening date. Proposals received after that time will not be accepted. It will be the sole responsibility of the Proposer to deliver their proposal to the Chief Procurement Officer's office on or before the closing hour and date indicated. Proposals shall be submitted in a sealed envelope clearly marked on the exterior "**ON-BOARD**

TROLLEY AND PRINT ADVERTISEMENT PROJECT - RFP 2008.07.17 and shall state the name and address of the Proposer and shall be accompanied by any other required documents. No responsibility will be attached to the Procurement office for the premature opening of a Proposal not properly addressed and identified. All Proposals submitted become the exclusive property of the City of Coral Gables.

1.6 PUBLIC RECORDS

Upon award recommendation or ten (10) days after the Proposal opening, whichever is earlier, any material submitted in response to this Request for Proposal will become a "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Proposal by identifying materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.7 COPIES REQUIRED

Each Proposer is required to submit **one (1) original and five (5) complete copies** of the Proposal Response. The City will not be responsible for any expense incurred by Proposer in preparing and submitting the Proposal. **Sealed proposals must be clearly marked with the following information indicated on the outside of the RFP envelope/package: 'ON-BOARD TROLLEY AND PRINT ADVERTISEMENT PROJECT - RFP 2008.07.17'.** Proposals shall be submitted **no later than 2:00 PM, Thursday, August 7, 2008** and be addressed and delivered to:

City of Coral Gables
Procurement Division
**ON-BOARD TROLLEY AND PRINT
ADVERTISEMENT PROJECT -RFP 2008.07.17**
2800 SW 72nd Avenue
Miami, Florida 33155

ALL PROPOSALS MUST BE SUBMITTED ON OR BEFORE THE ABOVE PROPOSAL OPENING DATE AND TIME. ANY PROPOSALS RECEIVED AFTER THE STATED OPENING DATE AND TIME SHALL BE REJECTED AND WILL BE RETURNED UNOPENED.

1.8 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify or correct the Proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening proposals. The original Proposal as modified by such writing will be considered as the Proposal submitted by the Proposer. No oral proposals or modifications will be considered.

1.9 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all Proposals or sections thereof, and waive any 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 Proposal which in the judgment of the City will best serve the needs and interest of the City. This offering of Request for Proposals itself does not in any way constitute a contractual agreement between the City of Coral Gables and the Proposer. However, the contents of the offered document as well as the proposed document may be used

for details of the actual agreement between the Proposer and the City of Coral Gables. Furthermore, the City reserves the right to award without further discussion.

1.10 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance of the services offered on this Proposal prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.11 INQUIRIES

Any questions regarding this Proposal should be directed in **writing** to the Chief Procurement Officer, 2800 S.W. 72nd Avenue, Miami, Florida, 33155 or via email to contracts@coralgables.com. Proposers requiring clarification or interpretation of the RFP shall make a written request to the City Contact person on or before the close of business on **5:00 P.M., Tuesday, July 29, 2008**. The person or firm submitting the request will be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers.

1.12 EVALUATION CRITERIA

The City may prepare and present a Contract to the City of Coral Gables Commission for final approval. The City reserves the right to reject any and all submittals for any reason, and reserves the right to waive any defect and accept any proposal deemed to be in the best interest of the City.

The City further reserves the right to negotiate the terms of any contract with each Proposer. The evaluation criteria's point requirements are:

A. ON-BOARD ADVERTISEMENT CRITERIA	POINTS
Presentation (15 minute limit)	10
Revenue sharing for the City of Coral Gables	35
Experience with other transportation agencies, industries, and companies	10
Type of device proposed for monitor and media storage device	35
Professional Background	10
Total	100

B. PRINT (MAP) ADVERTISEMENT CRITERIA	POINTS
Presentation (15 minute limit)	10
Revenue sharing for the City of Coral Gables	35
Experience with other high quality printing productions	10
City of Coral Gables design style - map and advertisement recommended	35
Professional Background	10
Total	100

1.13 EVALUATION OF PROPOSAL

- (a) The Chief Procurement Officer or designated representative(s) shall review all Proposals submitted and evaluate each Proposal. The evaluation will consist of, but not be limited to, Proposer willingness and ability to provide all services requested under the conditions stated in this document. The Chief Procurement Officer or designated representative(s) will also evaluate the Proposer(s)' professional references, company resources, including personnel and equipment, ability to respond to requests, including missed commitments, response time, emergencies, cost of services, business history with the City, if any, as well as with all other public or private entities; and the required licenses and insurance.
- (b) The City of Coral Gables personnel may inspect other facilities to verify whether the Proposer possesses adequate equipment, repair facilities and personnel to satisfy the requirements of the Proposal. The City of Coral Gables shall be the sole judge in determining Proposer qualifications.
- (c) As part of the evaluation process, the City may conduct background investigations of Proposer, its officials and employees, including a record check by or directed by the City of Coral Gables Police Department FDLE. Proposer submission of Proposal constitutes acknowledgement of the process and consent to such investigation.

1.14 METHOD OF SELECTION/SELECTION CRITERIA

After Proposals are opened in the Procurement Division Office, proposals will be analyzed and one or more of the Proposers deemed responsible and responsive may be granted an interview; upon the completion of the review and the interviews, if any, the Chief Procurement Officer or designated representative(s) shall make a recommendation to the City Manager for City Commission approval when applicable.

1.15 AWARD OF CONTRACT

Upon approval of the City Commission, when applicable, a Contract shall be awarded to the Proposer selected as the most responsible, responsive Proposer meeting all specifications, and not necessarily to the lowest Proposer. Should the award be made to the lowest Proposer, the City will strictly enforce all the Provisions of the resulting Contract, including penalty clauses for any service or quality problems. The terms of the contract shall be for an initial period of two (2) years with an option to renew for three (3) additional one (1) year period. The Contractor shall not be permitted rate increases as a result of a low Proposal. Non-performance shall result in cancellation of the contract with the Proposer.

1.16 CONTRACT EXECUTION AND TERMS

The City and the successful Proposer shall execute a contract ("agreement") within thirty (30) days after Notification of Award, based upon the requirements set forth in the RFP through action taken by the City Commission at a duly authorized meeting. If the Proposer first awarded the Contract fails to enter into the contract as herein provided, the award may be declared null and void, and the Contract awarded to the next most responsible, responsive Proposer, or re-advertised, as determined by the City.

1.17 CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract shall be:

Mr. Ed Cox
Public Works Department / Trolley Division
City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

1.18 SCHEDULE OF EVENTS

Proposal Advertisement

Thursday, July 17, 2008

Mandatory Pre-proposal Conference (*)

10:00 AM, Thursday, July 24, 2008
Procurement Division
2800 SW 72nd Avenue
Miami, Florida
305-460-5102

(*)Please be punctual, meeting will commence promptly at 10:00 a.m. and late arrivals will not be admitted.

Deadline for Written Questions:

5:00 PM, Tuesday, July 29, 2008

Response to Questions due to Proposers:

5:00 PM, Thursday, July 31, 2008

Proposal Opening:

2:00 PM, Thursday, August 7, 2008
Procurement Division
2800 SW 72nd Avenue
Miami, Florida

Selected proposers will be asked to conduct a
brief presentation to the Selection Committee

10:00 AM Tuesday, August 12, 2008
Procurement Division
2800 SW 72nd Avenue
Miami, Florida

We/I, the undersigned, do hereby state that we/I have read and understood the Instructions to Proposers.

SIGNED: _____ TITLE: _____

Please type or Print Name:

COMPANY: _____ DATE: _____

CITY OF CORAL GABLES

SECTION 2.0 GENERAL CONDITIONS

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

2.0 GENERAL CONDITIONS

FOLLOWING INFORMATION IS CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO REQUEST FOR PROPOSAL.

2.1 EXAMINATION OF SITE

Each Proposer is required, when applicable and prior to submitting a proposal, to visit and inspect the site and to be acquainted with the needs and requirements of the area. The mandatory pre-proposal conference is scheduled for **10:00 AM, Thursday July 24, 2008** at the Procurement Division Conference Room, 2800 SW 72nd Avenue, Miami, Florida.

2.2 INSPECTION OF IN-PROGRESS AND COMPLETED WORK

Inspections of work in progress shall be made as often as deemed necessary by the City. Work not properly performed or at variance to the Contract provisions shall be corrected to the City's satisfaction at no additional charge.

2.3 PROTECTION OF CITY PROPERTY

The Proposer shall at all times guard against damage to or loss of property of the City and shall replace or repair any loss or damage. The City may deduct charges from payments due from delinquent billings or to become due to the Contractor as it might deem necessary to insure reimbursement for loss or damage to City property caused through negligence of the Contractor or its agent. Furthermore, Proposer agrees to pay on behalf of, indemnify and hold the City of Coral Gables harmless for any and all claims, liabilities, and causes of action or incidents that may arise while, during, and as a result of Proposer activities or action while on City premises or property, including any person(s) performing under the Contract for or on Proposers behalf, provided that any suit claims liability, losses and causes of action are not attributable to the gross negligence or willful misconduct of the City, and for and against any orders, judgments or decrees, which may be entered and which may result from the Contract, unless attributable to the gross negligence or willful misconduct of the City, and from and against all costs, attorneys fees, expenses, and liabilities insured in the defense of any such claim or the investigation thereof. Proposer shall obtain insurance which provides for the hold harmless and indemnification provision contained herein.

Any damage to City property caused by the successful Proposer shall be immediately reported to the Facilities Maintenance Division Superintendent or his/her assignee either in person, via phone call at (305) 460-5178. Proposer shall be responsible for paying for any and all damages, which may be paid via a credit against monthly billing or by direct payment, as determine and accepted by the City.

2.4 DELIVERY TIME:

The successful Proposer(s) shall adhere to the delivery time scheduled and agreed upon on a project to project basis. Failure to perform on a timely basis may cause the City to impose liquidated damages to the successful Proposer(s).

2.5 PROPOSER QUALIFICATIONS

The City of Coral Gables intends to procure items or service as specified herein from sources of supply that will give prompt, professional and convenient service of acceptable quality. Each Proposer shall complete the applicable Qualifications Statement and submit it with Proposal. Failure to submit statement and documents required thereunder may constitute grounds for rejection.

The City as part of its evaluation process may conduct background investigations. Proposer's submission of Proposal constitutes acknowledgment and consent to such investigations.

The City reserves the right to make pre-Award inspections of the Proposer's facilities and/or equipment prior to Contract Award.

Proposals will be considered only from firms that meet the following criteria:

- (a) Firms that are regularly engaged in the business of providing these goods and/or services as described in the Request for Proposal.
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time.
- (c) Firms that have sufficient financial support, as specified in Special Conditions, equipment and organization to insure that the firm can satisfactorily execute the Contract under the terms and conditions stated herein.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices of the industry as determined by the proper authorities of the City of Coral Gables.

At City's discretion, it may be determined that a Proposer is not "qualified", "non-responsive" and/or "not responsible". Proposal may be rejected for any of, but not limited to, the following reasons:

- (a) Evidence of collusion with other Proposers. Participants in such collusion shall be disqualified for any further work from the City until such time as they are reinstated.
- (b) Submission of more than one Proposal for the same Contract under the same or different names, in which case all such duplicated Proposals shall be rejected.
- (c) Proposer lacks qualification or resources necessary to fulfill the intent of the Contract.
- (d) 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.
- (e) Proposer 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.
- (f) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined from a prepared survey of Proposer's capability to perform the work.

2.6 MATERIALS AND WORKMANSHIP

All materials used and/or delivered as a result of Award of Contract shall be new and unused, unless specifically authorized otherwise by the City. All workmanship shall be of the highest quality and shall conform to all applicable building, landscaping, and other codes and to the highest of industry standards.

2.7 INSURANCE

Within ten (10) working days of Award of Contract, the successful Proposer shall furnish evidence of Insurance to the Finance Department, Procurement Division and Human Resources Department, Risk Management Division. Submitted evidence of coverage shall demonstrate strict compliance with all requirements listed herein. Under no circumstances shall a contractor start work until the City has been supplied certified copies of all insurance policies and performance bond and payment bond, if required. (See Section 4 "Insurance" for more information).

2.8 HOLD HARMLESS AND INDEMNIFICATION

The successful Proposer shall fully indemnify, defend and save harmless the City, its agent officers and employees, from any and all claims, losses, suits, actions, damages or causes of action for any personal injury, loss of life, or damage to property which may arise as a result of the services or products provided through this contract, and shall indemnify City from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim and investigations thereof. Contractor shall obtain insurance that shall satisfy the requirements of this section and shall provide certified copies of Insurance policies with the provisions of this document upon Award of Contract. (See Section 4.0 "Insurance")

2.9 TAXES

The City is exempt from Federal Excise and State Sales Tax. Vendors or Contractors doing business with the City shall not be exempt from paying sales tax to suppliers for materials to fulfill contractual obligations with the City, nor shall any Vendor/Contractor be authorized to use City Tax Exemption Number in securing such materials.

2.10 OCCUPATIONAL LICENSE REQUIREMENT

Any person, firm, corporation or joint venture, with a business location in the City of Coral Gables and is submitting a Proposal response under this solicitation shall meet the City's Occupational License Tax Requirements in accordance with Chapter 331.1, Article I of the City of Coral Gables.

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 Proposal; however, the City may, at its sole option and in its best interest allow the Proposer to supply the license to the City during the evaluation period, but prior to award.

2.11 NON-COLLUSION AFFIDAVIT

Each Proposer shall complete the Non-Collusion Affidavit form and shall submit the **executed** form with the Proposal. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of the Proposal. (See Section 3.0 – Forms)

2.12 ONE PROPOSAL

If it is found that a Proposer has submitted proposals under various corporate entities, all Proposals submitted by the Proposer shall be rejected.

2.13 AMERICANS WITH DISABILITIES

As part of any Proposal, each vendor must submit an executed Americans with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et seq. (See Section 3.0 – Forms)

2.14 COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY

The Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake through the covenants, and provisions set forth in this Contract.

2.15 CONFLICT OF INTEREST/CODE OF ETHICS

The Award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics Chapter 2, 2-11 et seq. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an official, employee, member of any board or committee, or relative thereof, of the City or any of its agencies. Further, all Proposers, must disclose the name of any official, employee, member of any board or committee, or relative thereof, of the City who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Proposer's firm or any of its branches or affiliate companies.

F.S. Chapter 112 and Miami-Dade County Conflict of Interest and Code of Ethics

Proposer acknowledges that any violation of either the State Conflict of Interest Laws, F.S. Section 112, or of the Miami-Dade Conflict of Interest or Code of Ethics, Chapter 2, Section 2-11 may result in, among other penalties, the Contract being declared void.

Proposers, by acceptance of this order, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Coral Gables is financially interested, directly or indirectly in the purchase of goods or services specified in this Request for Proposal. Any such interests on the part of the Proposer or its employees must be disclosed in writing to the City by filing notice with the City Clerk in a State/County approved form.

- **Complete chapter on Conflict of Interest and Code of Ethics on page # 22**

2.16 PROVISION FOR ACCESS TO RECORDS

The Proposer shall keep and maintain financial, invoices, and employment records pertaining to the contractual obligation between the Parties for pre-audit and post-audit purposes for a period of three (3) years following the completion of all projects, work, or until all claims and audit finding involving these records have been received, whichever is later. The City, the Florida Department of State or any duly authorized representative shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of making audit, examination, excerpts, and transcription.

2.17 PROVISION FOR COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Proposer and all subcontractors shall comply with the Copeland "Anti-Kickback" Act 18 U.S.C 874 as per the requirements noted in Special Provisions Section 1600, Paragraph 1.16."

2.18 COMPLIANCE WITH CITY, COUNTY, STATE AND FEDERAL LAW

The Proposer shall comply with all rules, regulations and laws of the City of Coral Gables, Miami-Dade County, the State of Florida and the United States government now in force or hereafter to be adopted.

2.19 PUBLIC ENTITY CRIME FORM

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 Proposal with a public entity for the construction or repair of a public building or public work, may not submit Proposals 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. (See Section 3.0 "Forms")

2.20 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate as to race, sex, color, age, religion, national origin, marital status, or disability in connection with its performance under this solicitation. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, sex, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

In connection with the conduct of its business, including rendition of services and employment of personnel, Proposer shall not discriminate against any person on the basis of race, color, religion, disability, age, sex, marital status or national origin. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

2.21 BID BOND/BID DEPOSIT - Not Applicable.

2.22 PERFORMANCE BOND AND REQUIREMENTS - Not Applicable

2.23 SURETY BOND QUALIFICATIONS - Not Applicable

2.24 ACCEPTANCE OF GOODS

Any good(s) delivered under this RFP shall remain the property of the seller until a physical inspection and actual usage of the goods is made, and thereafter is accepted to the satisfaction of the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Contractor and return the product to the Contractor at the Contractor's expense.

2.25 ACCEPTANCE/REJECTION

The City of Coral Gables reserves the right to accept or reject any or all Proposals or to select Bidder(s), who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. It also reserves the right to reject the Proposal of any contractor who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time contracts of a similar nature, and who is not in a position to perform properly under the RFP. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, re-advertise the RFP.

2.26 ANTITRUST PROVISION

At such times as may serve its best interest, the City of Coral Gables reserves the right to advertise for, receive and award additional bids for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/or services as may be available.

2.27 ASSIGNMENT OF CONTRACT

The successful Proposer shall not assign or subcontract, at any time during the term of the Contract, any part of the operations, or assign any portion or part of the Contract, except under and by virtue of written permission granted by the City.

2.28 AUDIT RIGHTS AND RECORDS RETENTION

The successful Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Proposer shall maintain and retain any and all of the aforementioned records for three (3) years after the City makes final payment and all other pending matters are closed.

2.29 BRAND NAMES

If and wherever in the specifications' brand names, makes, names of any manufacturers, trade names, or bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade or quality of goods only. When the City does not wish to rule out other competitors' brands or makes, the phrase "OR EQUAL" is added. When proposing an approved equal, Proposer will submit, with proposal, complete sets of necessary data (factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The City shall be the sole judge of equality and its decision shall be final. Unless otherwise specified, evidence in the form of samples may be furnished after the date of Proposal opening only upon request of the City. If samples should be requested, such samples must be received by the City no later than four (4) calendar days after a formal request is made.

2.30 CAPITAL EXPENDITURES

Successful Proposer understands that any capital expenditures that the Proposer makes, or prepares to make, in order to perform the services required by the City of Coral Gables, is a business risk which the Proposer must assume. The City of Coral Gables will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Proposer. If Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Coral Gables.

2.31 CANCELLATION

The City, by written notice, may terminate in whole or part any Contract resulting from this invitation, 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 Proposer, terminate the RFP if the Contractor has been found to have failed to perform his/her services in a manner satisfactory to the City. If the City elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. In the event the contractor is found to be in default, the contractor will be paid for all labor and materials provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

2.32 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3) (A) on Public Entity Crimes.

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

Americans with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation – Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City Ordinance No. 2006-17

Conflict of Interest and Code of Ethics Ordinance No. 2004-49

Cone of Silence, City Provision Code, Sec 2-1059

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contracts(s).

Copy of City Ordinances may be obtained from the City Clerk's Office

2.33 COPYRIGHT OR PATENT RIGHTS

Proposers warrant that there has been no violation of copyright or patent rights in manufacturing producing, or selling the goods shipped or ordered as a result of this RFP, and agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

2.34 CONE OF SILENCE

Per Article X of the City of Coral Gables Procurement Code a "Cone of Silence" is defined to mean a prohibition on: any communication regarding a particular Request for Proposals ("RFP"), Request for Qualifications ("RFQ"), Invitations for Bids ("IFB") or any other advertised solicitation between a potential, offeror, vendor, service provider, bidder, lobbyist, or consultant and City professional staff, selection committee or evaluation committee members; and any communication regarding a particular RFP, RFQ, IFB or any other advertised solicitation between the City Commissioners or respective staffs and any member of the City's professional staff, selection committee, or evaluation committee members.

- **Complete chapter on Cone of Silence on page # 20**

2.35 PROTEST PROCEDURES

Protest of Solicitations:

Per Article VI of the City of Coral Gables Procurement Code, any actual or perspective bidder or offeror who perceives itself aggrieved in connection with a solicitation of a contract may file a written protest with the City Clerk within five (5) business days prior to the date set for opening of bids or receipts of proposals.

Protest of Award; Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the City Clerk. The protest shall be filed within three (3) business days after such aggrieved person knows or should have known of the facts giving rise thereto.

Filing Fees; Within three (3) business days after filing the written protest, the protestor must submit to the City Clerk a filing fee in the form of Money Order or Cashier's Check payable to the City of Coral Gables, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00 whichever is less.

- **Complete chapter on Formal Solicitations Protest Procedures on page # 30**

We/I, the undersigned do hereby state that we/I have read and understand all the General Conditions stated above.

SIGNED: _____ TITLE: _____

Please type or Print Name:

COMPANY: _____ DATE: _____

CITY OF CORAL GABLES

SECTION 3.0 **FORMS**

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to _____
[print name of the public entity]

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this

sworn statement: _____.)

2. 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.
3. 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.
4. 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.
5. 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.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of 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 crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 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 IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires _____

(Printed, typed, or stamped
commissioned name of notary public)

CONE OF SILENCE

Sec. 2-1059. Cone of Silence, contracts for the provision of goods and service

(a) *Purpose and intent:* The requirements of section 2-11.1(t) ("Cone of Silence Ordinances") of the Code of Miami-Dade County, Florida, as amended, shall not be applicable to the city. It is the intent of this article to prevent potential vendors, bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed. It is further the intent of this ordinance that commissioners communicate with only the city manager or city attorney during the time the cone of silence is imposed, unless the provisions of this section are waived by the city commission on a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitations for bids ("IFB").

(b) Cone of Silence is defined to mean a prohibition on:

(1) 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;

(2) 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, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

(1) The cone of silence shall be applicable only to contracts for the provision of supplies, services and construction for amounts greater than \$25,000.00.

(2) The cone of silence shall not apply to informal bids as defined in the procurement code; emergency purchases of supplies, services or construction; any communications with the city attorney; duly noticed pre-bid or pre-proposal conferences; duly noticed site visits; inquiries to the city manager or assistant city managers to determine responsibility or responsiveness of bidders/offerors regarding a particular solicitation, or with regard to the process; written communications with the chief procurement officer or staff responsible for administering the procurement process for a particular solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation; sole source procurements; bid waivers; oral presentations during duly noticed meetings; competitive negotiations; public presentations made to the city commission during any duly noticed public meeting; contract negotiations and electronic commerce.

(d) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, and the city attorney.

(e) The cone of silence shall not apply to communications between a city commissioner, the city manager, assistant city managers, the city clerk, the city attorney, and potential offerors, vendors, service providers, lobbyists, or consultants.

(f) After the selection committee has submitted its written recommendations to the city manager, the city manager or assistant city manager may communicate with the chairperson of the committee on any and all matters relating to the recommendations. Should any change occur in the committee recommendation as a result of such communication, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager with the city clerk, and be included in any recommendation submitted by the city manager to the city commission.

(g) *Procedure*

(1) *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. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

(2) *Termination:* Except as otherwise provided herein, the cone of silence shall terminate at the time of the city manager's approval of the award, or the city manager's written recommendation to the city commission, as may be applicable, is received by the city clerk, or at such time that bids or proposals are rejected by the city commission or the city manager; provided, however, that if the commission refers the city manager's recommendation back to the city manager or staff for further review, the cone of silence shall be re-imposed until such time as the city manager's subsequent written recommendation is received by the city clerk.

(h) *Penalties:* Violation of the cone of silence by a particular bidder or offeror shall render any award to said person voidable by the city commission. In addition to any other penalty provided by law, violation of any provision of this article by a city employee shall subject said employee to disciplinary action up to and including dismissal. Any person who violates a provision of this ordinance shall be prohibited from serving on a city competitive selection or evaluation committee unless such appointment is approved by a four-fifths vote of 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.

Proposer must complete, sign, and enclose Cone of Silence document, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED:

TITLE:

Please sign and type or Print Name:

COMPANY:

DATE:

CONFLICT OF INTEREST AND CODE OF ETHICS

Sec. 2-222. Designation

This article shall be designated and known as the "City of Coral Gables Conflict of Interest and Code of Ethics Ordinance". This article shall be applicable to all city personnel as defined below, and shall constitute a standard of ethical conduct and behavior for all autonomous personnel, quasijudicial personnel, advisory personnel, and departmental personnel. The provisions of this article shall be applied in a cumulative manner.

Sec. 2-223. Declaration of policy

Our government is a representative democracy. Those who are elected, appointed, hired, and volunteer or campaign to serve the public as representatives accept a public trust. The public entrusts its powers and resources to its servants to use only in the public interest. Public trust requires public servants to fulfill their public duties faithfully and honestly, and to subordinate any personal interest, which conflicts with the public interest. The city adopts the following ordinance to provide for specific guidelines for minimum ethical standards for public servants, officials, and employees.

Sec. 2-224. Purposes of article

The purpose of this article is to:

- (1) State principles of ethics that are to be applied to municipal public servants, beyond those required by the state and this article;
- (2) Inform public servants and the public of the minimum standards to which public servants and vendors must adhere;
- (3) Promote public confidence in the integrity of public servants;
- (4) Encourage members of the public to seek public office or employment, to serve on public boards, to assist public servants as volunteers and to take pride in participating in the governmental process;
- (5) Establish certain fair campaign practices; and
- (6) Establish penalties, as appropriate, for public servants who violate the public trust.

Sec. 2-225. Definitions

For the purposes of this article, the following terms, phrases and words shall have the meanings given herein. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given the meaning provided under either the county ethics ordinances or state ethics statutes and if no meaning is provided, then their common and ordinary meaning unless the context suggests otherwise.

Advisory personnel means the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission such as the landscape beautification advisory board, library advisory board, traffic advisor board, board of adjustment, planning and zoning board and parks and recreation advisory board.

Autonomous personnel mean the members of autonomous authorities, boards, and agencies, such as the code enforcement board, the retirement board and the construction regulation board.

Benefit means anything:

- (1) Having a monetary value in excess of \$100.00;
- (2) Regardless of its monetary value, perceived or intended by either the one who offers it or the one to whom it is offered to be sufficient in value to influence a public servant in the performance or nonperformance of an official action; or
- (3) Regardless of its monetary value, which, under the circumstances, a reasonably prudent person in the position of the public servant to whom the thing is or may be offered would recognize as being likely to be intended to influence the public servant in the performance or nonperformance of an official actions.

The term "benefit" includes, but is not limited to, a valuable act, advance, award, contract, compensation, contribution, deposit, emolument, employment, favor, fee, forbearance, fringe benefit, privilege, promise, reward, remuneration, service, subscription, or the promise that any of these things will be conferred in the future.

Candidate means an individual who is a candidate for elective municipal office, as defined in the city Charter, or an applicant for an appointive municipal position.

Commissioners mean the mayor and the members of the city commission.

Compensation means to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.

Contribution is:

- (1) A gift, subscription, conveyance, deposit, loan, payment, or distribution of money or anything of value, including contributions in kind having an attributable monetary value.
- (2) A transfer of funds between political committees, between committees of continuous existence, or between a political committee and a committee of continuous existence.
- (3) The payment, by any person other than a candidate or political committee, of compensation for the personal services of another person which are rendered to a candidate or political committee without charge to the candidate or committee for such services.
- (4) The transfer of funds by a campaign treasurer or deputy campaign treasurer between a primary depository and a separate interest-bearing account or certificate of deposit, and the term includes any interest earned on such account or certificate.

Controlling financial interest means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.

Departmental personnel means the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.

Employees means all persons, other than an elected public officer, employed and paid a salary to work for the city, whether full-time, part-time, or on a contract basis, and all volunteers notwithstanding the fact that they are unpaid. This article shall apply to independent contractors who perform services for the city as contract inspectors.

Immediate family means the spouse, parents, children, brothers and sisters of the person involved.

Quasijudicial personnel means the members of the encroachment committee, planning and zoning board, the board of adjustment, the code enforcement board and such other individuals, boards and agencies of the city as perform quasijudicial functions.

Transact any business means the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

Vendor means a person whether individually or through a corporation, who transacts business with the city, or has been approved by the city commission to transact business with the city, or is listed on the city manager, procurement department, or other city department's approved vendor list.

Sec. 2-226. Gifts.

(a) *Gift defined.* The term "gift" means the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item, or promise, or in any other form, without adequate and lawful consideration.

(b) *Exceptions.* The provisions of subsection (a) of this section shall not apply to:

- (1) Political contributions specifically authorized by state law;
- (2) Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under subsection (c) of this section;

- (3) Awards for professional or civic achievement;
- (4) Material such as books, reports, periodicals or pamphlets either solely informational or of an advertising nature.

(c) *Prohibitions.* A person described in section 2-225 shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give, or agree to give to any person included in the terms defined in section 2-225, to accept or agree to accept from another person or entity, any gift for or because of:

- (1) An official public action taken, or to be taken, or which could be taken, or an omission or failure to take a public action;
- (2) A legal duty performed or to be performed, or which could be performed, or an omission or failure to perform a legal duty;
- (3) A legal duty violated or to be violated, or which could be violated by any person included in the term defined in section 2-225; or
- (4) Attendance or absence from a public meeting at which official action is to be taken.

(d) *Disclosure.* All advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, immediate family, and quasijudicial personnel shall disclose any gift, or series of gifts from any person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by F.S. ch. 112 for "local officers" with the city clerk simultaneously with the filing of the form with the city clerk, the county clerk, and the secretary of state.

Sec. 2-227. Exploitation of official position prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall use or attempt to use an official position to secure special privileges or exemptions for that person or others except as may be specifically permitted by other ordinances and resolutions previously adopted or hereafter adopted by the city commission.

Sec. 2-228. Prohibition on use of confidential information

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

Sec. 2-229. Conflicting employment prohibited.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall accept other employment, which would impair independence of judgment in the performance of any public duties.

Sec. 2-230. Prohibition on outside employment

(a) No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

- (1) *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.
- (2) *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subsection (a)(3) of this section is obtained.
- (3) *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head or the city manager where the employee is a department head who shall maintain a complete record of such employment.

(b) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk no later than 12:00 noon on July 1 of each year. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

Sec. 2-231. Prohibited investments

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel or through a member of their immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

Sec. 2-232. Certain appearances and payment prohibited.

(a) No commissioner, departmental personnel, or employees shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(b) No advisory personnel, autonomous personnel or quasijudicial personnel shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third-party that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

(c) No advisory personnel, autonomous personnel or quasijudicial personnel, after deliberating, considering, ruling or recommending on an application filed with the board or committee upon which they serve, shall appear before a higher board or the city commission to testify as an affected party.

Sec. 2-233. Actions prohibited when financial interests involved.

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

Sec. 2-234. Acquiring financial interests

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

Sec. 2-235. Recommending professional services

No advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employees, or quasijudicial personnel may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

Sec. 2-236. Continuing application after city service

(a) No commissioner, departmental personnel or employees shall, for a period of two years after his city service or employment has ceased, lobby any city official (meaning advisory personnel, autonomous personnel, commissioner, departmental personnel, employees, or quasijudicial personnel), in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after their service has ceased.

(b) The provisions of subsection (a) of this section shall not apply to persons who become employed by governmental entities, 501(c)(3) nonprofit entities, educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(c) The provisions of this subsection shall apply to all persons described in subsection (a) of this section whose city service or employment ceased after the effective date of the ordinance from which this article is derived.

Sec. 2-237. City attorney to render opinions on request

Whenever any advisory personnel, autonomous personnel, candidate, commissioner, departmental personnel, employee, or quasijudicial personnel is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics article, or whenever any person who renders services to the city is in doubt as to the applicability of the article, that person may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an advisory nonbinding opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name. Binding opinions may be sought from the county ethics commission.

Sec. 2-238. Proceedings by the county commission on ethics and the state commission on ethics

Upon the request by the city, the county commission on ethics and the state commission on ethics may abate proceedings on any complaint, which is filed by the same complainant against the same respondent, and involving substantially identical facts, until the city completes its proceedings on the complaint. The ethics commission may also refer complaints to the city for review of any violation filed with the ethics commission. The city shall promptly notify the county commission on ethics and the state commission on ethics when it learns that a substantially identical complaint has been filed with either of those agencies and request that their proceedings be abated until the conclusion of the city's proceedings.

Sec. 2-239. Penalties and personnel action

The city manager may take personnel action and may enter into stipulations and settlements as are just and in the best interest of the citizens of the city. Contracts awarded in violation of this article may be voided by the city commission. Any administrative or commission approval obtained may also be voided by the city commission.

Sec. 2-240. Fair campaign practices.

(a) Any person, who is the principal of a vendor to the city who contributes to the campaign of a candidate or the campaign committee of a candidate for the office of mayor or city commissioner shall file a disclosure form with the office of the city clerk within 20 days of making said contribution. The term "principal" shall encompass all individuals who meet the provisions of the term "controlling financial interest." The date of the contribution shall be the earlier of either the date of the contribution check or the date of deposit of said check in the campaign fund. The disclosure form shall require, at a minimum, the name, and address of the individual making the contribution, the name of the company which has a contract with the city, and the amount of the contribution, as well as the name of the candidate or campaign committee to whom the contribution was made.

(b) A fine of \$500.00 shall be imposed on every person that violates this prohibition, and fails to correct such violation within 20 calendar days of notification by the city clerk. Each act of soliciting, giving or receiving a contribution in violation of this subsection shall constitute a separate violation. All contributions received by a candidate in violation of this section shall be forfeited to the city's general revenue fund.

Sec. 2-241. Procedure on complaint of violation

(a) *Legally sufficient complaint.* An investigation of an alleged violation of any ethics provisions of the city Code, by any person included in the terms defined in section 2-225, except the city commission, city manager, assistant city manager, city clerk, city attorney and their immediate family, shall be initiated upon receipt by the city manager of a written complaint which alleges the elements of a violation, is based substantially upon the personal knowledge of the complainant and signed under oath or affirmation by the complaining person, and is legally sufficient to state a possible violation of this chapter. Within five days after receipt, the city manager shall send a copy of a complaint to the alleged violator. The city attorney shall make the determination of legal sufficiency within 20 days. If the complaint is determined to be legally insufficient, the city attorney shall state the reasons for the finding in writing and report the determination to the complainant, the alleged violator, or respondent, and the city commission.

(b) *Complaints against mayor, commissioner or city officials.* A complaint against a commission member, city manager, assistant city manager, city clerk, city attorney and their immediate family shall be referred to the commission on ethics and public trust.

(c) *Prospective jurisdiction.* Any alleged violation committed before the effective date of the ordinance from which this article is derived, shall be governed by the applicable city, county, and state code of ethics ordinances, conflict of interest ordinances or lobbyist registration and reporting ordinances in effect at the time of the alleged violations.

(d) *Personnel proceeding.* Where an employee of the city of is alleged to have violated a law within the purview of this article, and based upon the same set of facts, is subject to an ongoing disciplinary action initiated by the city, the city attorney and city manager shall stay consideration of a complaint until the conclusion of the personnel proceeding.

(e) *Statute of limitations.* No action may be taken on a complaint filed more than one year after the violation is alleged to have accrued.

(f) *Termination of proceeding.* A proceeding on a complaint shall terminate in the event the respondent dies in office, leaves office for any reason or is permanently separated from employment with the city, or enters into a settlement agreement with the city manager.

(g) *Appeal and judicial review.* An aggrieved respondent may appeal an adverse finding of a violation to the city commission. Review by the city commission shall be on the record and limited to determining whether the:

- (1) Respondent was afforded procedural due process;
- (2) Findings of fact are supported by substantial competent evidence; and
- (3) Conclusions are correct as a matter of law. An aggrieved respondent must first exhaust its right to an appeal to the city commission before seeking review by the circuit court for the county. Review by the circuit court shall be pursuant to the Florida Rules of Appellate Procedure.

Sec. 2-242. Applicability.

The requirements of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance shall not be applicable to the City of Coral Gables except as provided in the city's Code of Ethics Ordinance.

Sec. 2-243. Lobbying.

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Expenditure: A payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying.

Lobbyist: An 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 foreseeable 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.

Person: Any individual, corporation, partnership or other legal entity or an agent or employee thereof.

Principal: The person which has employed or retained the services of a lobbyist.

(b) *Registration.* All lobbyists shall, before engaging in lobbying activities, register annually with the city clerk. Every person required to so register shall:

- (1) Register on a form prepared by the city clerk;
- (2) Pay an annual registration fee of \$150.00; and
- (3) State under oath the name and business address of the registrant; the name and business address of each principal which has employed or retained the registrant to lobby; the specific issue for which he/she has been employed or retained to lobby and the existence of any direct or indirect business association, partnership, or financial relationship with any employee of the city.

Any change to any information originally filed shall require that he/she file an amendment to the registration forms, although no additional fee shall be required for such amendment. He/she has a continuing duty to supply information and amend the forms filed throughout the period for which the lobbying occurs.

Separate annual registration shall be required for each principal represented on each specific issue. Such issue shall be described with as much detail as is practical, including but not limited to a specific description where applicable of a pending request for a proposal, invitation to bid, or public hearing number. No additional fee shall be required for each issue.

Each person who withdraws as a lobbyist for a particular client shall file an appropriate notice of withdrawal.

The registration fees required by this section shall be deposited by the city clerk for the purpose of recording, transcribing, administration, and other costs incurred in maintaining these records for availability to the public.

The city clerk shall waive the fee requirements of this section upon a finding of financial hardship, based upon the sworn statement of the applicant.

(c) *Exceptions to registration.* The following shall not be required to register under this section:

- (1) Any public official or city staff discussing matters relevant to their official duties;
- (2) Any person who only appears in his individual capacity for the purpose of self-representation without compensation or reimbursement, whether direct or indirect, to express support of or opposition to any item, including but not limited to those who are members of homeowner or neighborhood associations;
- (3) Any person requested to appear before the city commission, city board, committee, or any member thereof, or the city manager or city staff in a quasi-judicial proceeding or any agent, attorney, officer or employee or such person;
- (4) Any person under contract with the city who communicates with any public official or city staff regarding issues related only to the performance of their services under contract; and
- (5) Any person who has been designated and is so recognized by the city as a representative of a collective bargaining unit composed of city employees; foreign dignitary appearing in his/her official capacity; a person who owns, publishes or is employed by a newspaper, periodical, radio station, or other bona fide news media; a person who merely appears before, the mayor, city commission, city board or committee, the city manager or city staff in an individual capacity for the purpose of self-representation.

(d) *Reporting requirements.*

- (1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the

lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

(2) The city clerk shall keep a current list of registered lobbyists and the reports required under this section which shall be open to the public for inspection.

(e) *Investigation of violations and penalties.* The office of the city clerk shall submit a report to the city attorney and city commission as to those lobbyists who have failed to comply with the registration and/or the annual filing requirement of this section. The office of the city attorney shall investigate any person engaged in lobbying activities which is reported to be in violation of the registration or reporting requirements. A report of the city attorney's findings shall be provided to the city commission and to the alleged violator. If the city commission finds that a person is in violation of this section, that person may be reprimanded, suspended or prohibited from lobbying before the city commission, a city board, a city committee, or members thereof, city manager or city staff for a period not to exceed two years.

Proposer must complete, sign, and enclose Conflict of Interest and Code of Ethics documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

TITLE: _____

Please sign and type or Print Name:

COMPANY: _____

DATE: _____

FORMAL SOLICITATIONS PROTESTS

- (a) *Right to protest on formal solicitations:* The following procedures shall be used for resolution of protested formal solicitations and awards.
- (b) *Protest of solicitations:* Any actual or prospective bidder or offeror who perceives itself aggrieved in connection with the solicitation of a contract may file a written protest with the city clerk within five business days prior to the date set for opening of bids or receipt of proposals.
- (c) *Protest of award:* Any actual bidder or offeror who perceives itself aggrieved in connection with the recommended award of a contract may file a written protest with the city clerk. The protest shall be filed within three business days after such aggrieved person knows or should have known of the facts giving rise thereto.
- (d) *Authority to resolve protests:* The chief procurement officer, after consultation with the city attorney, shall issue a written decision within ten days after receipt of the protest. Said decision shall be sent to the city manager with a copy to the protesting party. The city manager may then either resolve the protest or reject all proposals. The decision shall be sent to the city commission. Any aggrieved person may appeal the decision of the city manager to award a solicitation or bid within five days of issuance of a written decision. Upon appeal of the decision of the city manager, the decision shall be submitted to the city commission for approval or disapproval thereof.
- (e) *Stay of procurements during protests:* Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the city as provided in subsection (d) above, unless the city manager, after consultation with the head of the using department and city attorney, makes a written determination that the solicitation process or the contract award must be continued without delay in order to protect substantial interests of the city.
- (f) *Filing fee:* Within three business days after filing the written protest, the protestor must submit to the city clerk a filing fee in the form of a money order or cashier's check, payable to the city, in an amount equal to one percent of the amount of the bid or proposed contract, or \$1,000.00, whichever is less. The filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings. If the protest is upheld by the city, the filing fee shall be refunded to the protestor.
- (g) *Entitlement to costs:* In addition to any other relief, when a protest is sustained and the protesting bidder or offeror should have been awarded the contract under the solicitation but is not, then the protesting bidder or offeror shall be entitled to the reasonable costs incurred in connection with the solicitation, including bid preparation costs other than attorney's fees.
- (h) *Compliance with filing requirements:* Failure of a party to file the protest or submit the filing fee on a timely basis shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedures set forth in this section.

Proposer must complete, sign, and enclose Formal Solicitations Protest documents, to ensure the proper intent to comply. Failures to complete, sign, and return this form may disqualify your response.

SIGNED: _____

TITLE: _____

Please sign and type or Print Name:

COMPANY: _____

DATE: _____