

City Commission

Don Slesnick II, *Mayor*

William H. Kerdyk, Jr., *Vice Mayor*

Maria Anderson

Ralph Cabrera

Wayne “Chip” Withers



**CITY OF CORAL GABLES
REQUEST FOR PROPOSAL**

**RFP # 2008.07.14
FITNESS PROFESSIONAL
*Re-Advertised***

**FINANCE DEPARTMENT
PROCUREMENT DIVISION**

JULY 2008

City Administration

David L. Brown, *City Manager*

Elizabeth M. Hernandez, *City Attorney*

Walter Foeman, *City Clerk*

CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION
2800 S.W. 72nd AVENUE - MIAMI, FL 33155

REQUEST FOR PROPOSAL

RFP # 2008.07.14

FITNESS PROFESSIONAL



PREPARED BY: JOE V. RODRIGUEZ, CPPB, FCCM
PHONE: 305-460-5121 / **FAX:** 305-460-5116
Contracts@coralgables.com

PROCUREMENT / CONTRACT TEAM
Danny Bedit, Procurement Supervisor
Joe V. Rodriguez, Contract Specialist
Margie Gomez, Contract Specialist

BID DUE DATE
THURSDAY, AUGUST 14, 2008 – 2:00:00 PM

**CITY OF CORAL GABLES, FLORIDA
REQUEST FOR PROPOSAL**

Proposals for **RFP 2008.07.24, FITNESS PROFESSIONAL**, will be received in the City of Coral Gables, Office of the Office of the Chief Procurement Officer/Finance Department, 2800 SW 72 Avenue, Miami, Florida on or before **2 p.m., Thursday, August 14, 2008**. Proposals will be opened promptly thereafter. One (1) original proposal and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **Fitness Professional – RFP 2008.07.14**

A **Mandatory** Pre-Proposal conference will be held in the Office of the Chief Procurement Officer/Finance Department at **10 a.m. on Thursday, July 31, 2008**.

Request for Proposal packages may be picked up at the Office of the Chief Procurement Officer/Finance Department, or requested by phone (305) 460-5121, fax (305) 460-5116 and/or (305) 261-1601, or via 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 72nd 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 14, 2008, 2 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.

CITY OF CORAL GABLES

- MEMORANDUM -

TO: City Clerks Office

DATE: July 14, 2008

FROM: Joe V. Rodriguez, CPPB, FCCM
Contract Specialist

SUBJECT: Advertisement

Please have the following advertisement run on the Miami Daily Business News on, Friday, July 18, 2008.

Thank you in advance for your help and cooperation. Your prompt attention to this matter is greatly appreciated.

**CITY OF CORAL GABLES, FLORIDA
REQUEST FOR PROPOSAL**

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CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION

FITNESS PROFESSIONAL
RFP # 2008.07.14/ PARKS & RECREATION

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PROCUREMENT DIVISION

FITNESS PROFESSIONAL RFP # 2008.07.14/ PARKS & RECREATION

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CITY OF CORAL GABLES, FL
PROCUREMENT DIVISION

FITNESS PROFESSIONAL
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CITY OF

GABLES, FL

CORAL

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 or individual 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.

1.1.5 Fitness Professional

Means an individual, joint-venture, partnership or corporation, in the business of running the day to day operations of a fitness center to include but not be limited to managing the operations, teaching of classes, training sessions, camps and all other fitness center related activities with an agreed percentage of gross revenues to be paid to the City.

1.1.6 Professional Services

Means services rendered by members of a recognized profession or persons possessing a specialized skill. Such services are generally acquired to obtain advice, information, instruction, training, and/or direct assistance.

Words not defined shall be given the meaning provided in Article VIII. Procurement Code; Section 2-578. *Definitions*

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.

1.2.1 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. See Sub-Section 1.5.1 below for additional information to be submitted. Copies may be obtained from the Procurement Division, 2800 S.W. 72nd Avenue, Miami, FL 33155. 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 three (3) 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 "**FITNESS PROFESSIONAL**" 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 three (3) 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: "FITNESS PROFESSIONAL".** Proposals shall be submitted **no later than 2:00 PM, Thursday, August 14, 2008** and be addressed and delivered to:

City of Coral Gables
RFP 2008.07.14 - ***FITNESS PROFESSIONAL***
Procurement Division
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. 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., Thursday, August 5, 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 point requirements are:

Qualifications including degrees/licenses/certifications	20 points
Program Proposal	25 points
Resources and Labor (provide method/procedures used in the selection of personnel)	15 points
Business History	15 points
References	5 points
Cost of Providing Service	<u>20 points</u>
TOTAL POINT VALUE	100 points

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 with a selection committee comprised of a member of the Parks and Recreation Advisory Board, a representative of the Parks and Recreation Department and a representative of the Procurement Department. Upon the completion of the review and interviews, if any, the Chief Procurement Officer or designated representative(s) shall make a recommendation to the City Manager for City Commission approval.

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 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.

The terms of this contract shall be for a period of two (2) years with three (3) one (1) year options to refresh on agreement.

1.17 CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract shall be:

Luanne Santangelo, Assistant Director
City of Coral Gables
Parks and Recreation Department
405 University Drive
Coral Gables, FL 33134

1.18 SCHEDULE OF EVENTS

RFP Advertisement	Friday, July 18, 2008
Mandatory Pre-proposal Conference*	10:00 AM*, Thursday, July 31, 2008 Procurement Division Conference Room 2800 SW 72 nd Avenue Miami, Florida

*Disclaimer: Meeting will begin promptly at 10:00 am stated, allow time for traffic and weather conditions. Under no circumstances will late arrivals be allowed entry.

Deadline for Written Questions:	5:00 PM, Thursday, August 5, 2008
Response to Questions due to Proposers:	5:00 PM, Thursday, August 7, 2008
Proposal Submittal Deadline:	2:00 PM, Thursday, August 14, 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

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 31, 2008.

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 "**Scope of Services**".
- (b) Firms that have a record of regular performance of similar scope and quality for a reasonable period of time as specified in the "**Scope of Services**".
- (d) 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 Procurement Division and Human Resources. 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 by the 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 – N/A

2.22 PERFORMANCE BOND AND REQUIREMENTS – N/A

2.23 SURETY BOND QUALIFICATIONS – N/A

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), as applicable to this RFP.

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

Environment Protection Agency (EPA), as applicable to this RFP.

Uniform Commercial Code (Florida Statutes, Chapter 672), as applicable to this RFP.

Americans with Disabilities Act of 1990, as amended.

National Institute of Occupational Safety Hazards (NIOSH), as applicable to this RFP.

National Forest Products Association (NFPA), as applicable to this RFP.

City Ordinance No. 2006-17, as applicable to this RFP

Conflict of Interest and Code of Ethics Ordinance No. 2004-49, as applicable to this RFP

Cone of Silence, City Provision Code, Sec 2-1059, as applicable to this RFP

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment, as applicable to this RFP

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 _____

(Type of identification)

Notary Public - State of _____

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, offerers 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/offerers 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 offerers, 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 offerer 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 bone 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: _____

VENDOR BACKGROUND INFORMATION

DATE: _____

1. Legal Name of Company: _____

2. Doing Business as: _____

3. Name of Owner: _____

4. Street Address: _____

City _____ State: _____ Zip: _____

5. Remittance Address: _____

City _____ State: _____ Zip _____

6. Telephone: _____ 7. Fax: _____

8. Contact Person: _____ Title: _____

9. Type of Organization: (circle one)

A: Private for Profit

D: Corporation

B: Private-Non-Profit

E: Partnership

C: Association

F: Sole Proprietorship

10. Primary Business Classification:

A: Prime Contractor

D: Sub-Contractor

B: Wholesaler

E: Manufacturer

C: Retailer

F: Services

11. Years Company has been engaged in current business: _____

12. Principal Officers:

A: Chief Executive Officer: _____

B: Chief Financial Officer: _____

C: General Manager: _____

13. Are any of the principals of this company employed by the City of Coral Gables? If so, please enter:

Name _____

Social Security # _____

14. List current licenses held: _____

A: State of Florida _____

B: Dade County Occupational License _____

C: City of Coral Gables Municipal License _____

D: Other _____

15. Federal Employer ID # _____

16. List commodities you will supply the City, (submit a line sheet if needed)

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None", or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

LICENSES

17. County or Municipal Occupational License
Number (attach a copy): _____

18. Occupational License Classification: _____

19. License Expiration Date: _____

20. State License Number (attach a copy): _____

INSURANCE

21. Name of Insurance Carrier: _____

22. Type of Coverage: _____

23. Limits of Liability: _____

24. Coverage/Policy Dates: _____

25. Name of Insurance Agent: _____

Agent(s) telephone including area code: _____

EXPERIENCE

26. Number of years your organization has been
in business: _____

27. Number of years experience your organization
has been in operations for the type of service
required by the specifications of the Proposal: _____

28. Experience Record: List past and/or present contracts, work, and jobs, that PROPOSER has performed of a type similar to what is required by specifications of the City's Proposal:

FIRM NAME/ADDRESS

DATE OF JOB

DESCRIPTION OF JOB

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

29. **References:** List references that may be contacted to ascertain experience and ability of Proposer:

NAME/FIRM

ADDRESS

CONTACT PERSON

**TELEPHONE
NUMBER**

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

30. PROVIDE ANY ADDITIONAL INFORMATION AS TO QUALIFICATIONS AND/OR EXPERIENCE, ATTACH DOCUMENTATION TO THIS FORM:

Signed: _____ Title: _____

Type Name: _____

Company: _____ Date: _____

Signature of Company Owner

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority _____
(Name of individual signing)

who, after being sworn by me, affixed signature in the space provided above on this

_____ date of _____, 20_____

commission expires:

Notary Public

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted to _____
(print name of 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 not FEIN, include Social Security Number of the individual signing this sworn statement:

_____.)

I, being duly first sworn state:

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

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

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

**CITY OF CORAL GABLES
AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

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

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

[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]

CERTIFIED RESOLUTION

I, _____, duly elected Secretary of _____, a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of said corporation at a meeting held in accordance with law and the by-laws of said corporation.

IT IS HEREBY RESOLVED that _____ **(insert name)**, the duly elected _____ **(insert title of officer)** of _____ submit a Proposal and Bid Bond, if such bond is required, to the City of Coral Gables and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Proposal, Bid Bond and other such instruments signed shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Gables shall be fully protected in relying on such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing resolution.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of said corporation this _____ day of _____, 20_____

(SEAL)

By: _____, Secretary

Name of Corporation

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Gables that the person signing the Proposal and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

Signed, sealed and deliver in the presence of:

_____ Witness	By: _____ (Signature)
_____ Witness	_____ (Print Name)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (904) 488-9000 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):
- _____ (a) Maintaining, defending, or settling any proceeding.
 - _____ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
 - _____ (c) Maintaining bank accounts.
 - _____ (d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
 - _____ (e) Selling through independent contractors.
 - _____ (f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
 - _____ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
 - _____ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
 - _____ (i) Transacting business in interstate commerce.
 - _____ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
 - _____ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
 - _____ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
 - _____ (m) Owning, without more, real or personal property.
- (3) The list of activities in subsection (2) is not exhaustive.
- (4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I) _____ Partnership, Joint Venture, Estate or Trust
- (II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet **MUST** be enclosed with your Proposal if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

PROPOSER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OR PROPOSER

CITY OF CORAL GABLES

PROPOSER QUALIFICATIONS STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the Proposal being submitted for the goods and/or services required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form, when applicable, may disqualify Proposal.

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

CIRCLE ONE

SUBMITTED BY: _____

NAME: _____

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

Corporation
Partnership
Individual
Other

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name in which business is transacted and the address of the place of business.

The name of the Proposer is: _____

The address of the principal place of business is: _____

2. If Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's: _____

d. Vice President's: _____

e. Secretary: _____

f. Treasurer: _____

g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with Florida Fictitious Name Statue.

6. How many years has organization been in business under present business name?

a. Under what other former names has organization operated?

7. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this Proposal. Please attach certificate of competency and/or state registration.

8. Have you personally inspected the site of the proposed work?
(Y) _____ (N) _____

9. Do you have a complete set of documents, including drawings and addenda?
(Y) _____ (N) _____

10. Did you attend the Pre-Proposal Conference if any such conference was held?
(Y) _____ (N) _____

11. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
(Please provide the name and contact information of the entity which was involved)

- a Has any other entity held you in default of a contract? If so, which entity? Please provide the name and number of the contact.

12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided. (Governments are preferred as references.)

_____	_____	_____
(name)	(address)	(phone number)
_____	_____	_____
(name)	(address)	(phone number)
_____	_____	_____
(name)	(address)	(phone number)

13. State the name of individual who will have personal supervision of the work:

Provide the following information regarding your Insurance Requirements:

- a. Name of Insurance Carrier: _____
- b. Type of Coverage: _____
- c. Limits of Liability: _____
- d. Coverage/Policy Dates: _____
- e. Name of Insurance Agent(s): _____
- f. Agent(s) telephone including area code: _____

14. Has your insurance coverage ever been cancelled for non-payment of insurance premiums?

15. Has your insurance coverage ever been cancelled for any other reason? _____

If so, what was the reason? _____

Offerer's Certification

WHEN OFFERER IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Print Name of Partner

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Registration

State of Florida

County of _____

On this ____ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida,
personally appeared _____ as whose name(s) is/are Subscribe
(Name(s) of individual(s) who appeared before notary)
to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC
SEAL OF OFFICE:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** take an oath

Offerer's Certification

WHEN OFFERER IS A CORPORATION

IN WITNESS WHEREOF, the Offerer hereto has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Corporation

Print State of Incorporation

(CORPORATE SEAL)

By: _____
Signature of President /other Authorized Officer

Print Name of President/other Authorized Officer

ATTEST:

Address of Corporation

City/State/Zip

By: _____
Secretary

Business Telephone Number

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledge by

(Name of Corporate Officer(s) and Title(s))

of _____ on behalf of the Corporation.
(Name of Corporation and State of Place of Incorporation)

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, **or DID NOT** did not take an oath

Offerer's Certification

**WHEN OFFERER IS A SOLE PROPRIETORSHIP OR
OPERATES UNDER A FICTITIOUS OR TRADE NAME**

IN WITNESS WHEREOF, the Offerer here to has executed this Proposal Form this ____ day of _____, 20 ____.

Print Name of Firm

By: _____
Signature of Owner

Witness

Print Name of Individual

Witness

Business Address

City/State/Zip

Business Telephone Number

State of Florida

County of _____

On this ____ day of _____, 20 __, before me, the undersigned Notary Public of the

State of Florida, personally appeared _____

(Name(s) of individuals(s) who appeared before notary)

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledged that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

**NOTARY PUBLIC
SEAL OF OFFICE:**

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

DID take an oath, or **DID NOT** did not take an oath

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn,
deposes
and says that:

- (1) Affiant is the _____,
(Owner, Partner, Officer, Representative or Agent) of
_____ the Proposer that has submitted the
attached Proposal;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor and of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or firm, or person to submit a collusive or sham Proposal in connection with the work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

**City of Coral Gables
Vendor Performance Evaluation
SAMPLE FORM / DON'T NEED TO COMPLETE**

Date: _____ **Department / Division:** _____

Vendor Name: _____

Address: _____

Contact Person: _____ **Telephone:** _____

Resolution No.: _____ **Resolution Date:** _____

Good: _____ **Services:** _____ **P.O. #:** _____ **Amount \$:** _____

Contract Date: _____ **Term of Contract:** _____

Additional information: _____

For the past three months the goods and/or services provided have been:

Excellent: _____ **Satisfactory:** _____ **Needs Improvement:** _____ **Unsatisfactory:** _____

If goods and/or services need improvement or are unsatisfactory, please explain:

If applicable, please check your request to extend or not extend this contract: YES: ____ NO: ____

Evaluated by: _____
Name and Title Department Date

Reviewed by: _____
Name and Title Department Date

COMMENTS: Do you have recommendations on how to improve this contract? YES: ____ NO: ____

File: 2003-047.mst

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
does: (Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS QUALIFICATION STATEMENT ON BEHALF OF THE APPLICANT. THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATION STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDED THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE CITY TO REJECT THE PROPOSAL, AND IF, AFTER TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of Florida

County of _____

On this the __ day of _____, 20__, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and whose name(s) is/are subscribes to
(Name(s) of individual(s) who appeared before notary)
the within instrument, and acknowledge it's execution.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print) _____
LOBBYIST

Your Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

Client you are representing on this issue:

Name of Client: (Print) _____

Client's Address: _____

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

Date: _____

Signature of Lobbyist

Additional Client Application Attached: _____

**CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____
LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of
(Print Name of Lobbyist)
perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)
governing Lobbying and that all of the facts contained in this Registration
Application are true and that I agree to pay the \$500.00 Biennial Lobbyist
Registration Fee on or before October 1, 2000 and on or before October 1,
of each even-numbered year thereafter, if I continue as an active Lobbyist in
the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)
 }
COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me to be the
person described in and who executed the foregoing instrument, and acknowledged to and before me that _____
executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public
State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____



CITY OF CORAL GABLES

SECTION 4.0 MINIMUM INSURANCE REQUIREMENT

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

4.0 MINIMUM INSURANCE REQUIREMENT

Pursuant to the City of Coral Gables Code, Chapter 2 - Administration, Sec. 2-1007 Insurance requirement, regulations shall be promulgated requiring the contractor and all subcontractors provide adequate insurance coverage for the duration of the contract. The Risk Management Division of the Human Resources Department has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured. The Contractor shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Human Resources Department for review and approval. The type of coverage required shall not be less than the following:

4.1 INSURER REQUIREMENTS

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

4.2 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIRED

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

4.2.01 Workers' Compensation - Coverage A

-Statutory Limits (State or Federal Act)

4.2.02 Employers' Liability - Coverage B

- \$1,000,000 Limit - Each Accident

- \$1,000,000 Limit - Disease each Employee

- \$1,000,000 Limit - Disease Policy Limit

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

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

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

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

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

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

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

- 4.2.08 Any Auto (Symbol 1)
- 4.2.09 Combined Single Limit (Each Accident) - \$1,000,000
- 4.2.10 Hired Autos (Symbol 8)
- 4.2.11 Combined Single Limit (Each Accident) - \$1,000,000
- 4.2.12 Non-Owned Autos (Symbol 9)
- 4.2.13 Combined Single Limit (Each Accident) - \$1,000,000

d. Property Insurance is required only when the contractor is in the care, custody or control of City owned property. Coverage will be provided for loss or damage by fire, lightning, windstorm and against loss or damage by all other risks (including transit) covered by the broadest Property Coverage Form commercially available, including the expense of the removal of debris of such property as a result of damage by an insured peril. The insurance shall be written on a replacement cost basis, which is hereby defined as the cost of replacing the property insured without deduction for depreciation or wear and tear. Every attempt will be made to have coverage provided on an "Agreed Value" basis "Not subject to a Co-Insurance Clause" or the "Co-Insurance Clause" must be waived by endorsement and the limit of insurance must be for an amount equal to the total replacement cost of the property being insured. If the contract is related to construction, a Builders Risk policy and/or an Installation Floater may be required to meet the above requirements.

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

a. Workers Compensation

The standard form approved by the State of Jurisdiction

b. Commercial General Liability

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

c. Commercial Auto Liability

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

d. Property Insurance

As a minimum standard, the ISO (Insurance Services Office, Inc.) CP 0010 - Building and Personal Property Form along with the CP 1030 - Special Perils Coverage Form or their equivalents must be used.

4.4 REQUIRED ENDORSEMENTS

a. Special Municipality Endorsement for the City of Coral Gables

b. Or the following endorsements with City approved language

- 4.4.1 Additional Insured
- 4.4.2 Waiver of Subrogation
- 4.4.3 Thirty (30) Day Notice of cancellation or non-renewal
Notice must be addressed as follows:
CITY OF CORAL GABLES
RISK MANAGEMENT DIVISION
2801 SALZEDO STREET, SECOND FLOOR
CORAL GABLES, FL 33134

- 4.4.4 Primary & Non-contributory
- 4.4.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the City.
- 4.4.6 The City of Coral Gables shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

4.5 VERIFICATION OF COVERAGE

- a. Certificate of Insurance acceptable to the City of Coral Gables Risk Management Division or City Attorney’s Office. All of the provisions above must be met and evidenced on the certificate of insurance and copies of all endorsements must be received by the Risk Management Department within 30 days of the issue date of the certificate of insurance.
 - 4.5.1 The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
 - 4.5.2 The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
 - 4.5.3 The city reserves the right to require additional insurance requirements at any time during the course of the agreement

4.6 WAIVER OF INSURANCE REQUIREMENTS

Should the Contractor or Vendor not be able to comply with any of these insurance requirements for any reason, the contractor and/or vendor must write a letter to the Risk Management division on their letter head requesting that a waiver of insurance requirement be granted. The requested waiver will be evaluated by the Risk Management division and forwarded to the City Attorney for evaluation.

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

We/I, the undersigned, do hereby state that we/I have read and understood the City of Coral Gables Minimum Insurance Requirements

SIGNED: _____ TITLE: _____

(Please type or Print Name)

COMPANY: _____ DATE: _____

**SPECIAL MUNICIPALITY ENDORSEMENT****For the City of Coral Gables****ENDORSEMENT #****DATE ISSUED****1. PRODUCER INFORMATION**

Agent: _____
License #: _____
Agency: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email address: _____

3. POLICY INFORMATION

Endorsement Effective Date : _____ (12:01 A.M.)
Policy Number: _____
Policy Period: _____ to _____
Name of Insurer: _____
Name of MGA/Broker: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____

2. NAMED INSURED INFORMATION

Named Insured: _____
DBA's: _____
Mailing Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Legal Entity: ☐ Individual ☐ Partnership
☐ LLC ☐ Corp ☐ Other: _____

4. TYPE OF INSURANCE (select the applicable coverage)☐ General Liability ☐ Auto Liability ☐ Excess/Umbrella**5. APPLICABILITY**

This insurance pertains to the operations, activities, and/or tenancy of the Named Insured under all written agreements and permits in force with the City of Coral Gables unless checked here ☐ If the box above is marked, only the following specific agreements, leases, and/or permits with the City of Coral Gables, are covered: _____

6. GENERAL LIABILITY (Select all that apply)

- ☐ Commercial General Liability
☐ Owners And Contractors Protective (OCP)
☐ Other: _____
☐ Claims Made Form ☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included
☐ Deductible \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Self-Insured Retention \$ _____
☐ Applies per Occurrence ☐ Applies per Claim
☐ Stop-Loss/Aggregate \$ _____
☐ Retroactive Date: _____
☐ _____

LIMITS

Each Occurrence \$ _____
Damage To Rented Premises \$ _____
Medical Expense \$ _____
Personal & Advertising Injury \$ _____
General Aggregate \$ _____
Products – Comp/Op Aggregate \$ _____
Employee Benefits E&O \$ _____
Hired & Non-Owned Auto \$ _____
Professional Liability \$ _____

(Select at least one of the following)

- ☐ General Aggregate Limit Applies Per Project
☐ General Aggregate Limit Applies Per Location
☐ General Aggregate Limit Applies Per Policy

7. AUTO LIABILITY (Select all that apply)

- ☐ Any Auto
☐ All Owned Autos (PPT)
☐ All Owned Autos (Other Than PPT)
☐ Scheduled Autos
☐ Hired Autos ☐ Non-Owned Autos

LIMITS

Combined Single Limit (each accident) \$ _____
Bodily Injury (Per Person) \$ _____
Bodily Injury (Per Accident) \$ _____
Property Damage \$ _____
☐ D.O.C. Coverage Included ☐ Broadened PIP Included

ENDORSEMENT HOLDER

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparber@coralgables.com

AUTHORIZED REPRESENTATIVE

☐ Agent/Broker ☐ Underwriter ☐ Other: _____
I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker



SPECIAL MUNICIPALITY ENDORSEMENT
For the City of Coral Gables

ENDORSEMENT #

DATE ISSUED

8. EXCESS/UMBRELLA

LIMITS

- ☐ Following Form
☐ Umbrella Liability
☐ Other: _____
☐ Claims Made Form
☐ Occurrence Form
☐ Loss adjustment is included within the limit
☐ Underground & Collapse Hazard Included

Each Occurrence \$ _____
Excess Of \$ _____
Aggregate \$ _____
☐ Self-Insured Retention Amount \$ _____
☐ Applies per Occurrence
☐ Applies per Claim
☐ Stop-Loss/Aggregate Amount \$ _____

9. LIST OF UNDERLYING INSURANCE

Insurer	Policy #	Limits

10. EXCLUSIONS & ENDORSEMENTS (Listing)

List all endorsements attached to this policy here or provide a list of all endorsements attached to this policy as Exhibit A.

11. CLAIMS REPORTING (for all types of insurance)

List the Insurer's Claims Representative to report any claims to.

Company Name:

Mailing Address:

City/State/Zip:

Phone:

Fax:

Email

This endorsement forms a part of the Policy to which it is attached and does not change any provisions, conditions or declarations of the Policy other than as stated herein:

12. ADDITIONAL INTEREST - The City of Coral Gables, its officials, agents, and employees as their additional interest may appear with regard to liability and defense of suits arising from the operations, uses, occupancies, acts, activities, (ownership, maintenance or use of vehicles) by or on behalf of the Named Insured

13. WAIVER OF SUBROGATION - All rights of subrogation have been waived by the insurance carrier issuing this endorsement in favor of the City of Coral Gables

14. CONTRIBUTION NOT REQUIRED - The insurance or self insurance program of the City of Coral Gables shall be excess and shall not contribute in any way

15. SEPARATION OF INSUREDS - This insurance applies separately to each insured against whom claim is made or litigated except with respect to the limits

16. CANCELLATION NOTICE - If the Insurer elects to cancel this insurance policy before the expiration date shown above, or declines to renew a continuous policy, or reduces the stated limits of the policy other than by the impairment of an aggregate limit, the Insurer will, with respect to the City's interests, provide the City of Coral Gables at least thirty (30) days prior written notice of cancellation, non-renewal or other change in the policy. Notice will be made by receipted delivery and addressed as follows:

RISK MANAGEMENT DIVISION, 2801 SALZEDO STREET, SECOND FLOOR, CORAL GABLES, FLORIDA 33134

It is understood, however, that this notice to the City shall not affect the Insurer's right to give a lesser notice to the Named Insured in the event of nonpayment of premium.

ENDORSEMENT HOLDER

AUTHORIZED REPRESENTATIVE

City of Coral Gables
Risk Management Division
2801 Salzedo Street, Second Floor
Coral Gables, Florida 33134
305-460-5528 Phone
305-460-5518 Fax
msparber@coralgables.com

☐ Broker/Agent ☐ Underwriter ☐ Other: _____

I, _____ (print or type name) warrant that I have binding authority with the above named insurance company and that by signing this endorsement, I am warranting that the insurance company named on this endorsement has authorized me to amend this policy as indicated herein.

Signature of Authorized Representative or Licensed Agent /Broker



CITY OF CORAL GABLES
CHECK LIST OF THE REQUIRED DOCUMENTS THAT MUST BE SUBMITTED
FOR THE VERIFICATION OF INSURANCE COVERAGE

NAME OF THE INDIVIDUAL OR ENTITY:

CITY DEPARTMENT:

NAME OF THE CONTRACT MANAGER:

GENERAL LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced, the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the General Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the General Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the General Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the General Liability policy has been provided

AUTOMOBILE LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that for the coverage evidenced; the City of Coral Gables is an additional insured, a waiver of subrogation is included, and the policies are primary & non-contributory.
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Additional Insured Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Waiver of Subrogation Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the Primary and Non-contributory Endorsement for the Automobile Liability policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Automobile Liability policy has been provided

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

- ☐ A Certificate of Insurance where the named insured exactly matches the name of the individual and/or entity that the City of Coral Gables intends to enter or has entered into a contract or an agreement with.
- ☐ The Certificate Holder reads as follows:
City of Coral Gables - Attn: Risk Management Division
2801 Salzedo Street, 2nd Floor • Coral Gables, FL 33134
- ☐ The Certificate of Insurance states in the remarks section that a waiver of subrogation has been provided
- ☐ The Certificate of Insurance evidences that a 30 day notice of cancellation/non-renewal endorsement has been added to the policy in favor of the City of Coral Gables
- ☐ A copy of the Waiver of Subrogation Endorsement for the Workers Compensation policy has been provided
- ☐ A copy of the 30 day notice of cancellation/non-renewal endorsement for the Workers Compensation policy has been provided



CITY OF CORAL GABLES

SECTION 5.0 **SCOPE OF WORK**

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

5.1 INTRODUCTION

Coral Gables is home to more than 42,000 people. Many of the residents are educated professionals. According to the 2000 US Census data, about 92 percent of residents are high school graduates. Close to 60 percent of the high school graduates in Coral Gables are also college graduates.

Coral Gables is a regional headquarters city for over 140 multinational corporations, and many other employers are a short drive outside the city boundaries.

The convenience of Coral Gables remains one of its strongest points. Located in the heart of Dade County, Coral Gables is a short drive from major employment centers in downtown Miami and elsewhere in the county. Transportation needs are serviced by the Miami International Airport, a 10-minute drive from the Gables, two Metro-Rail stations, a public bus system and a city operated trolley system.

Coral Gables recreation facilities feature two golf courses, a historic swimming pool, public tennis courts, a fully landscaped parks system and a recreation facility which provides recreational, cultural and educational programs for all ages.

The Coral Gables War Memorial Youth Center is a hub of activity for the community; a place where people of all ages come to learn and participate in planned physical and educational activities.

The 58,000 square foot Youth Center includes a gymnasium, theater, toddler room, youth and teen room, a classroom, parks and recreation administrative offices, fitness center, dance studio, outdoor hockey rink, outdoor basketball courts, arts and ceramics studio, teaching kitchen, indoor/outdoor playgrounds and an outdoor athletic complex.

The 2,100 square foot Fitness Center has brand new (2008), state-of-the-art fitness equipment cardiovascular and stationary exercise equipment. In addition, a 13,000 square foot gymnasium, dance studio, classroom and outdoor athletic field are available to make the fitness program complete.

5.2 QUALIFICATIONS OF FITNESS PROFESSIONAL

The successful Proposer will have a minimum of a Bachelor's Degree in Business Management; Physical Education; Sport Physiology; or a related field. A minimum of 3 years of professional experience in the Fitness Industry and/or management of a Fitness Center required. CPR/First Aid and AED Certification required.

5.3 DUTIES AND RESPONSIBILITIES

5.3.1 General

The Fitness Professional will be responsible for staffing the Fitness Center with acceptable personnel levels, at no additional cost to the City, for the following hours of operation: Monday-Friday, 6:00 am-10:00 pm; and Saturday, 7:00 am-7:00 pm; and

other times as necessary based on facility operating hours. A Fitness Center staff member must be physically visible in the Fitness Center during all hours of operation.

The Fitness Professional, or upon the consent and approval of the Parks and Recreation Director, or authorized representative, shall be at the site of the Fitness Center a minimum of forty (40) hours per week and at all additional times reasonably necessary for the performance of the job responsibilities specified by the executed contract.

The Fitness Professional shall monitor and supervise the Fitness Center operations and the behavior, actions, work etc. of Fitness Center staff.

The Fitness Professional shall coordinate a fall, winter, spring and summer schedule of activities with the Parks and Recreation Director or their designee. *The schedule of activities shall include but not be limited to: Beginner, Intermediate and Advanced activities, programs and classes; Teen activities, programs and classes; youth and teen camps; clinics; personal training and activities, programs and classes for adults and seniors.*

The Fitness Professional shall furnish prompt and efficient service adequate to meet all reasonable demands, including the establishment of a schedule of services/programs for approval by the Parks and Recreation Director, or his/her designee. This schedule will be made available to the general public and fitness center members.

The Fitness Professional shall attend monthly Youth Center staff meetings. Attendance at these staff meetings is mandatory for the Fitness Professional or his/her representative.

The Fitness Professional shall inform the Parks and Recreation Director, or his/her designee, of changes regarding the fitness industry in general, rules, regulations and equipment associated with the operation of public fitness centers and provide advice on appropriate actions and/or changes.

The Fitness Professional shall assist the Parks and Recreation Director, or his/her designee, in developing and selecting new Fitness Center equipment.

The Fitness Professional shall provide advice to Parks and Recreation Director, or his/her designee, regarding improvements to the overall Fitness Center operating policies and procedures.

The Fitness Professional shall be responsible to the Parks and Recreation Director, or his/her designee, in reference to the operation of the Fitness Center.

5.3.2 Personnel

The Fitness Professional represents that he/she has, or will secure at his/her own expense, all necessary personnel required to perform the stated services of this RFP and the executed contract. Such personnel shall NOT be City employees or have any contractual relationship with the City.

All of the services required shall be performed by the Fitness Professional. Personnel employed by the Fitness Professional to perform these services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such

services. The Fitness Professional shall be liable for all work performed by his/her personnel.

The Fitness Professional and all employees of the Fitness Professional must submit to a background check, at no cost to the City, in compliance with local, state and Federal laws. The background check shall be completed by the City of Coral Gables Police Department at the expense of the Fitness Professional. The City shall have the right to refuse to allow any potential employees of the Fitness Professional to work on City property when it deems that their presence on City property is not in the City's best interest. The Fitness Professional, prior to assuming management of the Fitness Center, must present a complete list of employees with attached background reports.

The Fitness Professional shall establish, implement and maintain procedures and internal controls to ensure that each employee complies with any and all applicable provisions of the executed contract and all site rules and regulations of the Youth Center and City of Coral Gables.

The Fitness Professional, and employees of the Fitness Professional, shall use neither controlled substances, unless prescribed by a licensed physician, illegal substances or alcohol. The Fitness Professional and employees of the Fitness Professional, when on or in City property, will not smoke or use tobacco-related products while engaged in their work.

The Fitness Professional, and employees of the Fitness Professional, shall comply with all applicable local, state and Federal laws, rules, regulations and procedures.

All applicable taxes, fringe benefits and training for all personnel for the performance under the executed contract shall be the sole responsibility of the Fitness Professional.

5.3.3 Customer Service

The Fitness Professional, and employees of the Fitness Professional, shall, at all times, provide courteous and efficient service to the citizens of Coral Gables and members and guests of the Fitness Center and/or Youth Center.

The Fitness Professional shall monitor, control and supervise the conduct, demeanor and appearance of employees, agents, representatives, visitors, customers and patrons. Upon objection by the Parks and Recreation Director, or his/her designee, concerning the conduct, demeanor or appearance of any such person, the Fitness Professional shall immediately take all necessary steps to correct the course of such objection.

The Fitness Professional and employees of the Fitness Professional shall, at all times, be prompt in opening the Fitness Center for business at the scheduled time each day.

The responsibilities and duties of the Fitness Professional and staff of the Fitness Professional may include, but are not limited to, checking memberships for each person entering the facility; monitor the Fitness Center reception area during hours of operation; address and control inappropriate behavior of patrons and visitors; assist patrons in the proper use of Fitness Center equipment; assist the patron in answering questions regarding memberships, programs, events, etc.; and, manage the Fitness Center operation in a pleasant, efficient and effective manner.

The Fitness Professional and employees of the Fitness Professional shall, at all times, limit personal activities including visitors, phone calls and individual conversations. Operations of the Fitness Center shall be conducted in a business-like manner at all times.

The Fitness Professional shall be responsible for maintaining CPR, First aid and AED certifications for him/her self and all employees of the Fitness Center. The Fitness Professional shall provide documentation, on a yearly basis, of current certifications of each staff member.

The Fitness Professional and employees of the Fitness Professional, in contact with the public shall perform duties in an efficient and courteous manner.

The Fitness Professional and employees of the Fitness Professional shall be distinctively uniformed or appropriately attired so as to be distinguishable as the Fitness Professional employee and not as an employee of the Youth Center and/or the City of Coral Gables.

5.3.4 Maintenance

The Fitness Professional shall be responsible for preventative maintenance inspections and reporting and supervise daily maintenance of Fitness Center.

The Fitness Professional shall initiate the scheduled, preventative maintenance requirements for upkeep and/or repair of Fitness Center equipment.

5.4 INDEPENDENT CONTRACTOR

The Fitness Professional shall remain an independent contractor with respect to all acts and services to be performed by the Fitness Professional as detailed in this RFP. The executed Contract shall not render the Fitness Professional as an agent, partner, representative or employee of the City for any purposes whatsoever, nor authorize the Fitness Professional to contract or assume any liabilities in the name of the City. The City shall not be liable for any wages or salaries of any representative, assistant or employee of the Fitness Professional, nor for any debts, liabilities, nor any other obligations of the Fitness Professional.

The Fitness Professional, as an independent contractor, is not entitled to any City employee fringe benefit such as vacation, sick leave, insurance, etc.

The Fitness Professional shall contract exclusively with the City of Coral Gables and no other club or organization without the written approval of the Parks and Recreation Department, or his/her designee. The work schedule of the Fitness Professional shall be made known to the Parks and Recreation Director or his/her designee.

The Fitness Professional and/or employees of the Fitness Professional shall not conduct any business or activity not specifically authorized by this RFP, unless approved by the Parks and Recreation Director and/or City Manager, when required. If approved, the business or activity shall not interfere in any manner with the use of the public area or infringe upon the normal method of operations of any other parties authorized to be in the center.

The Fitness Professional shall not purchase any merchandise or consignment in the name of the City or Youth Center nor shall the Fitness Professional incur any debt in the name of the City or

the Youth Center. The Fitness Professional shall not suffer or permit any mechanics lien to be filed against the premises or the leasehold estate hereby created or any part thereof by reason of work, labor services, or materials supplied or claimed to have been supplied to the Fitness Professional or any sublease or suffer or permit any other lien to attach to the premises or any part thereof of the leasehold estate hereby created.

5.5 PAYMENT

The City will pay a maximum monthly amount of seventy percent (70%) of gross revenues directly generated by the Fitness Professional. The term "gross revenue" shall include all monies received from all related fitness services provided by the Fitness Professional, and will also include Fitness Center membership fees. The City shall make remittance on a monthly basis no later than the fifteenth (15th) day of the following month.

The Fitness Professional agrees to establish an effective receipt and inventory system, keep accurate books and records in accordance with recognized accounting procedures concerning all gross revenues from any commission earned on gross revenues generated by Fitness program sales and to keep and preserve all such complete and true records in the City of Coral Gables for a period of three (3) years following the end of each Contract year. All such books and records maintained by the Fitness Director shall be available for inspection by the City or its agents without notice.

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 6.0 PROPOSAL RESPONSE FORM

**CITY OF CORAL GABLES
PROCUREMENT DIVISION**

6.0 PROPOSAL RESPONSE FORM FOR:

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the Proposal and Contract Documents for the Contract price and within the Contract time indicated in the Proposal and in accordance with the Other terms and conditions of the proposal and Contract Documents.
2. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
3. Proposer proposes to furnish all labor, services and supervision for the work described in this Request for Proposal.
4. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

5. Proposer accepts the provisions of the Contract as to penalties in the event of failure to provide services as indicated.
6. Proposers correct legal name: _____
Address: _____
City/State/Zip: _____
Telephone No./Fax No.: _____
Social Security or Federal I.D. No.: _____
Officer signing Proposals: _____ Title: _____

SIGNED: _____ **TITLE:** _____
Please sign and type or Print Name:

COMPANY: _____ **DATE:** _____

6.1 STATEMENT OF NO BID

NOTE: If you do not intend to submit a Response on this commodity or service, please return this form in the bid envelope on or before bid opening. Failure to submit a response after three (3) times without a sufficient justification of “No Bid” will be cause for removal from the vendor/bidder’s list.

City of Coral Gables
Procurement Division
2800 S.W. 72nd Avenue
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **RFP for** _____

- _____ Specifications too “tight”, i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet specifications.
- _____ We are unable to meet bond requirements.
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet insurance requirements.
- _____ Remove us from your bidders’ list for this commodity or service.
- _____ Other (specify below).

Remarks: _____

We understand that if this statement is not completed and returned, our company may be deleted from the City of Coral Gables bidders’ list for this commodity or service.

Company Name: _____

Signature: _____

Title: _____

Telephone: _____

Date: _____

6.2 PROPOSAL RESPONSE FORM

The following documentation shall be included as a minimum in the original Proposal and three (3) identical copies submitted to the City. **Each proposal must contain the following below. Failure to provide all requested documentation may deem the proposal non-responsive.** Proposers should carefully follow the instructions outlined below, particularly with respect to the format and number of pages allotted to each topic, if any. Failure to follow these instructions may be considered grounds for excluding a proposal from further consideration.

PROPOSAL

Proposer shall submit a Proposal expressing its interest in providing the services described herein. To receive consideration, 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. Failure to do so may deem your Proposal non-responsive. Additional information shall be attached behind this form, carefully cross-referencing each item number and/or letter.

6.3 ADDITIONAL INFORMATION REQUIRED

- **Personal resume, inclusive of education, of the prospective Fitness Professional**
- **3-5 page Program Proposal for potential institution at the Fitness Center**
- **3 letters of recommendation**
- **Copies of degrees, certifications and licenses as identified in the personal resume**

6.4 COST OF SERVICE

\$ _____

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:** _____