

**CITY OF CORAL GABLES, FL**  
PROCUREMENT DIVISION  
2800 S.W. 72<sup>nd</sup> AVENUE - MIAMI, FL 33155

# **INVITATION FOR BID**

**IFB # 2007-10-22**

**GRANADA & PARKS MAINTENANCE**



PREPARED BY: **JOE V. RODRIGUEZ, CPPB**  
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**BID DUE DATE**  
**THURSDAY, NOVEMBER 29, 2007 – 2PM**

**CITY OF CORAL GABLES**

**- MEMORANDUM -**

**TO:** City Clerks Office

**DATE:** October 26, 2007

**FROM:** Joe V. Rodriguez, CPPB

**SUBJECT:** Advertise

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Please have the following advertisement run in the Miami Daily Business News on Thursday, November 1<sup>st</sup>, 2007.

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

THE CITY OF CORAL GABLES, FLORIDA  
INVITATION FOR BID (IFB)

Bids will be received in the City of Coral Gables, Finance Department, Procurement Division Office, located at 2800 SW 72 Avenue, Miami, Florida 33155-2804, by **2 p.m. on Thursday, November 29, 2007**. Bids will be opened promptly thereafter. Packages failing to meet the following requirements will be considered as non responsive: one (1) original bid and three (3) complete copies must be signed and submitted in a sealed envelope and clearly marked: **IFB 2007-10-22, Granada & Parks Maintenance.**

Invitation for Bid packages may be picked up at the Procurement Division Office, or requested by e-mail to [jrodriguez2@coralgables.com](mailto:jrodriguez2@coralgables.com) or [contracts@coralgables.com](mailto:contracts@coralgables.com), or fax to (305) 460-5116. Bids submitted by courier, mail or hand-delivered should be sent to the above referenced address.

The City of Coral Gables will not accept and will in no way be responsible for any bids that are received after the stipulated deadline: **2 p.m., Thursday, November 29, 2007**. Verbal, Fax or electronic bids are not acceptable.

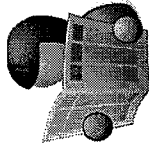

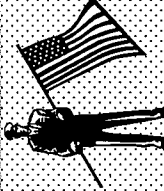

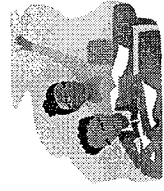
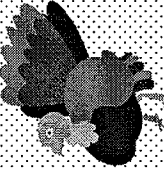
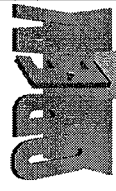
Award of bid will be made to the lowest responsive responsible bidder, within a reasonable time after opening of bids. However, the City reserves the right to consider other conditions which may be in the best interests of the City.

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

Walter J. Foeman  
City Clerk



# NOVEMBER 2007

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
				1  Bid Advertisement	2	3
<i>City of Coral Gables, Florida</i> IFB # 2007.10.22 - Granada & Parks Maintenance Parks & Recreation Department						
4  Daylight Savings Time	5	6	7	8	9	10
11  Veterans Day	12	13	14	15  Bid Questions Due by 5 pm	16	17
18	19  Answers Due by 5 pm	20	21	22  Thanksgiving Day	23	24
25	26	27	28	29  Bid Opening Due by 2 pm	30	



## **1.0 INTRODUCTION TO INVITATION FOR BIDS**

**1.1 INVITATION-** Thank you for your interest in this procurement process. The City of Coral Gables, through its Procurement Division invites responses which offer to provide the goods and/or services identified on the Bid information Sheet and described in greater detail in Sections 3 and 4.

**1.2 DEFINITIONS -** The City will speak with you relatively informally throughout the solicitation in order to help the process be a little more human and friendly. Obviously, we need to include a certain amount of legal language, but we'll try to keep it as painless and common-sense as possible. Even though the style is relatively informal, we intend to express our expectations clearly, and they are to be legally interpreted in our favor. We may for instance the term "shall" wherever possible, just to avoid heavy-handed legalese. Nevertheless, you need to know that you will be held accountable for whatever in here applies to you.

**1.2.1 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 organization, including as the context will indicate:

***Procurement:*** The Procurement Division including its Chief Procurement Officer and staff of professional Buyers.

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

***Authorized Representative/Contract Administrator:*** The user department's contact(s) for interaction regarding contract administration and performance.

**1.2.2 You/Your-** These terms refer generally to the other person or entity which is a party to this agreement or contract, any subsidiaries or affiliates, officers, employees, volunteers, representatives, agents or subcontracts. The term may apply different to different classes of entities, as the context will indicate. For instance, "you" as a bidder will have different obligations than "you" as a contractor will have upon award of the contract. We'll be specific whenever it seems warranted.

***Bidder/Offeror:*** Any business entity submitting a response to this solicitation, or prospective bidders who may be invited to respond, or which express interest in this solicitation, but who submit a "No Bid" response.

***Contractor/Successful Bidder:*** The bidder whose response to this solicitation is deemed by the City to be the lowest most responsive and responsible bidder and whose bid meets specifications. Contractor will be approved for award by either the City Manager or the City Commission, and a purchase order will be issued for the provision of the goods and/or services described in the Invitation for Bids.

**1.2.3 Invitation for Bids (IFB):** A written solicitation for competitive sealed bids with the title, date, and hour of the public opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. It includes instructions prescribing all conditions for bidding and shall be distributed to all prospective bidders simultaneously. The Invitation for Bid is used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

**1.2.4 Bid-** A written offer of a price submitted by the bidder in a sealed envelope in response to the IFB instructions. Offer does not include any verbal interaction you may have with us apart from submittal of a formal written Bid.



1.2.5 **Responsive Bidder-** A bidder who has submitted a Bid which conforms in all materials aspects to the specifications and terms set out in the IFB.

1.2.6 **Responsible Bidder-** A bidder who has the capability in all respects to perform fully the contract requirements and possess the experience, integrity, reliability, capacity, facilities, equipment and finances which will assure good faith performance.

1.2.7 **Change Order-** A written order approved by the Chief Procurement Officer or designee directing the vendor to make changes to a contract or purchase order resulting from the IFB.

1.2.8 **Term Contract-** A firm price agreement with an indefinite quantity or where the contractor agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.

1.3 **BID CLARIFICATION-** Bidders shall not contact any city employee prior to opening of bids, evaluation of bids and award of contract except in writing to the Senior Contract Specialist or Contract Specialist named on Bid Information Sheet.

Requests for additional information or clarifications must be made in writing and received by the Senior Contract Specialist or Contract Specialist specified on the Bid Information Sheet of this IFB, in accordance with the Cone of Silence (see Section 3.38). The request must contain the IFB number and title, Bidder's name, name of Bidder's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting information will be received by the Senior Contract Specialist or Contract Specialist for this IFB at the fax number specified on the Bid Information Sheet of this IFB. Facsimiles must have a cover sheet which includes, at a minimum, the Bidder's name, name of Bidder's contact person, address, number of pages transmitted, phone number, facsimile number, and IFB number and title.

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid's opening date. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB. Where there appears to be conflict between the IFB and any addenda issued, the last addendum issued shall prevail.

1.3.1 **Bidder Responsibility-** We expect you to be thoroughly familiar with all specifications and requirements of this IFB. Your familiarity or omission to examine any relevant form, article, site or document will relieve you from any obligation regarding this IFB. By submitting a Bid, you are presumed to concur with all terms, conditions and specifications of this IFB unless you have specifically, by Section number, raised objection as instructed in Section 2.3. Objections we consider excessive or affecting vital terms may reduce or eliminate your prospects for award.

1.3.2 **Written Addendum-** If it becomes evident that this IFB must be amended, we will issue a formal written addendum to all known prospective Bidders. If necessary, a new bid opening date will be established.

1.4 **AWARD-** The Bid will be awarded to the lowest responsive and responsible bidder(s) whose bid, conforming to the specifications, is most advantageous to the City.

The City shall award a contract to the successful bidder(s) who meets the specification requirements and criteria set forth in the IFB through action taken by the City Manager or the City Commission at a duly authorized meeting. This action shall be administratively supported by a Notice of Award and written award of acceptance (purchase order) mailed or otherwise furnished to the successful bidder(s), which shall constitute a binding contract without further action by either party, with the exception of required proof of insurance or other documents, when applicable.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall serve the best interest of the City unless otherwise specified.



While the City Manager or the City Commission may determine to award a contract to a bidder(s) under this solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder(s) shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form required by the City.

**1.5 CONTRACT EXECUTION-** This IFB, the Contractor's Bid, any addenda and/or properly executed modifications, and the purchase order, are collectively an integral part of the contract between the City and the successful bidder.

**1.5.1 Order of Precedence-** Any inconsistency in this IFB shall be resolved by giving precedence to the following documents, the first of such list being the governing documents:

- Addenda (as applicable)
- Specifications
- Special Conditions
- General Terms and Conditions
- Instructions to Bidders
- Introduction



## **2.0 INSTRUCTIONS TO BIDDERS FOR PURCHASE OF GOODS AND SERVICES**

- 2.1 PREPARATION OF BIDS-** Bidders are expected to examine the specifications, required good or service, if applicable, schedule, drawings, and all special and general conditions. Bidders when necessary should visit the work site and take such other steps as may be necessary to ascertain the nature and location of the work and the general and local condition which can affect the cost of the bid. Failure to do so will relieve Bidders from responsibilities for estimating properly the difficulty or cost of successfully bidding the contract.
- 2.1.1 Each Bidder shall furnish the information required in this IFB. The Bidder shall sign the IFB and print in ink or type its name, address, and telephone number on the face page and on each continuation sheet thereof on which he/she makes an entry, as required.
- 2.1.2 Bidder shall include in the response all taxes, insurance, social security, workmen's compensation, and any other benefits normally paid by the Bidder to its employees.
- 2.1.3 Bidder must state a definite time, if required, for delivery of goods or start of service and completion of work. Such time should be reflected in calendar days. The bid form may provide for submission of a price or prices for one or more items, which may be lump sum bids, scheduled items resulting in a bid on a unit of service, or a combination thereof, etc.
- 2.1.4 Bidder should retain a copy of all bid documents for future reference.
- 2.1.5 All Bid forms, Bid Response and Document List must be fully completed and type or printed in ink, and must be signed in ink with the firm's name and by an officer or employee having authority to bind company or firm by his/her signature. Bids having any erasures or corrections must be initialed in ink by the person signing the bid or the bid may be rejected.
- 2.1.6 The City of Coral Gables Bid forms which are attached to this solicitation should be used when Bidder is submitting its Bid. **THE ORIGINAL AND THREE (3) COPIES OF THESE SETS OF FORMS AND ANY REQUIRED ATTACHMENTS MUST BE RETURNED TO THE CITY OR YOUR BID MAY BE DEEMED "NON-RESPONSIVE".**
- 2.1.7 Multiple bids will be considered non-responsive.
- 2.2 SUBMISSION AND RECEIPT OF BIDS-** Bids must be received at the designation location at/or before the specified time of bid opening as designated in the IFB. **NO EXCEPTIONS.** Bidders are welcome to attend bid opening; however, no award will be made at that time. A bid tabulation will be furnished upon request by Bidder; and, Bidder must enclose a self addressed, stamped envelope when submitting a bid to receive the tabulation.
- 2.2.1 Bids shall be enclosed in a sealed envelope. The face of the envelope must show the hour and date specified for receipt of bids, the bid number, and the name and address of the Bidder. Bids not submitted on the requisite Bid forms may be rejected.
- 2.2.2 Bids must be submitted to the office and address listed on the Bid Information Sheet of this IFB by the time specified to be considered for award.
- 2.2.3 Telegraphic or facsimile bids will **not** be considered.
- 2.2.4 Late bids will be rejected.
- 2.2.5 Failure to follow the bid instructions is cause for rejection of Bid.





2.2.6 All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

2.2.7 The responsibility for obtaining and submitting this bid to the Procurement Division on or before the stated time and date is solely and strictly the responsibility of Bidder. The City of Coral Gables is **not** responsible for delays caused by the United States mail delivery or caused by any other occurrence. Bids received by the Procurement Division after bid opening time will be returned unopened, and will not be considered for award.

2.2.8 Modification of bids already submitted will be considered **only** if received at the Procurement Division before the time and date set for opening bids. All modifications must be submitted in writing, once a bid is opened, the City will not consider any subsequent submission which alters the bid.

2.2.9 If bids are submitted at the same time for different solicitations, each bid must be placed in a **separate envelope** and each envelope must contain the information previously stated 2.2.1.

2.3 **EXPLANATION TO BIDDERS-** Any explanation regarding the meaning of interpretation of the Invitation for Bids, schedule or drawings, etc., requested by a Bidder, must be requested in a sufficient time for a reply to be sent to Bidder(s) before the submission of their Bids.

Explanations or instructions shall not materially alter the IFB unless they are in writing. Oral explanations or instructions given before the award of a contract will not be binding. If necessary, a written addendum to an IFB will be issued to all prospective Bidders.

2.4 **TERMS OF PAYMENT-** Payment will be made by the City after the good or service awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect, and properly invoiced. No advance payments of any kind will be made by the City of Coral Gables.

**Florida Prompt Payment Act (Florida State Statute 218.74) - Payment shall be made after delivery within 45 days of receipt of an invoice and authorized inspection and acceptance of the good and service.**

2.5 **NO INTEREST IN BIDDING-** If you do not wish to bid, please return the "State of No Bid" form, stating the reason. Failure to submit a response after three (3) times without a sufficient justification of "No Bid" will be cause for removal from Vendor/Bidder's list.

If applicable, vendor should additionally return the vendor application to be listed on the Vendor/Bidder's list.

2.6 **TAXES-** The City of Coral Gables is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

2.7 **BID FORMS-** All forms, as described under Section 5.0, Bid Response and Document Check List, should be completed, signed and submitted accordingly.

2.8 **VENDOR REGISTRATION-** It is the policy of the City that all prospective Bidders complete a "Vendor Application" indicating the commodities/services which the vendor can regularly supply to the City for inclusion on the City's Vendor/Bidder's list. Should a prospective Bidder not be currently listed on the City's Vendor/Bidder's list, a Vendor Application will be enclosed with the Bid package. Vendors who have already submitted an application and secured a vendor number from the city are not required to submit a new vendor application.

It is the responsibility of the business entity to update its application concerning changes such as ownership, new address, telephone number, fax, commodities, etc.



If a Bidder submits a Bid or a "No Bid", a completed vendor application should be returned with the Bid documents or the "No Bid" form. Completed vendor applications will be added to the City's Vendor/Bidder's list. **A Purchase Order will not be issued by the City unless the successful Bidder has completed this application.** For any questions, contact the Procurement Division at (305) 460-5102.

## 2.9 SCHEDULE OF EVENTS;

Advertisement

Thursday, November 1, 2007

\*Disclaimer: All meeting will begin promptly at the scheduled time 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, November 15, 2007

Response to Questions due to Proposers:

5:00 PM, Thursday, November 21, 2007

Proposal Opening:

2:00 PM, Thursday, November 29, 2007  
Procurement Division Conference Room  
2800 SW 72<sup>nd</sup> Avenue  
Miami, Florida



### **3.0 GENERAL TERMS & CONDITIONS FOR PURCHASE OF GOODS AND/OR SERVICES**

**Purpose:** The General Terms and Conditions described herein apply to the acquisition of goods and/or services with and estimated aggregate cost of \$25,000.00 or more.

- 3.1 **ACCEPTANCE OF OFFER-** The signed bid response shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon issuance by the City of a purchase order or other contractual document.
- 3.2 **ACCEPTANCE/REJECTION-** The City reserves the right to accept or reject any or all bids or parts of bids after bid opening and request re-bid on the goods and/or services described in the IFB. In the event of such rejection, the Chief Procurement Office shall notify all affected bidders and make available a written explanation for the rejection. The City of Coral Gables also reserves the right to reject any or all bids, to waive any informalities, irregularities or minor variations in any bids received, to cancel and re-advertise for bids, or take any other such actions that may be deemed in the best interests of the City.
- 3.3 **NON-EXCLUSIVE CONTRACT AND PIGGYBACK PROVISION-** At such times as may serve its best interest, the City reserves the right to advertise for, receive, and award additional bids for these herein goods and/or services, and to make use of other competitively bid (governmental) contracts, SNAPS Agreements or other similar sources for the purchase of goods and/or services as may be available.
- 3.4 **SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES-** The Contractor shall not sell, assign, transfer or subcontract, at any time during the term of the Contract, or any part of his/her operations, or assign any portion of the performance required by this Contract, except under and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.
- 3.5 **AUDIT RIGHTS AND RECORDS RETENTION-** The Contractor agrees to provide access to the City, or to any of its duly authorized representatives, to any book, documents, papers, and records of the Contractor which are directly pertinent to this Contract, for the purpose of audit, examination, excerpts, and transcriptions. The Contractor shall maintain and retain any and all books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to adhere to, or refusal to comply with, this condition shall result in the immediate cancellation of this contract by the City.
- 3.6 **AVAILABILITY CONTRACT STATE-WIDE-** Any Governmental, not-for-profit or quasi-governmental entity in the State of Florida, may avail itself of this contract and purchase any and all goods and/or services specified herein from the Successful bidder(s) at the contract prices(s) established herein, upon mutual agreement between the Successful bidder(s) and any of the above listed entities.

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

#### **3.7 AWARD OF CONTRACT-**

- A. The IFB, Bidder's response, any addenda issued and the purchase order shall constitute the entire contract, unless modified in accordance with any ensuing contract.
- B. The award of a Contract where the Tie Bids will be decided by the Chief Procurement Office.



- C. The award of this Bid may be preconditioned on the subsequent submissions of other documents as specified in the Special Conditions or Technical Conditions. The Bidder shall be in default of its contractual obligation if such documents are not submitted in a timely manner and in the form required by the City.
- D. Bidder is in default of these contractual requirements, the City, through action taken by the Procurement Division, will void its acceptance of the Bidder's Response and may accept the Bid from the next lowest responsive, responsible bidder or re-solicit the City's requirements. The City, at its sole discretion, may seek monetary restitution from the Bidder in the form of its bid bond or deposit, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's default.
- E. The term of the contract shall be specified in one of three documents which shall be issued to the Successful Bidder. These documents may either be a purchase order, notice of award and/or contract award sheet. Where a conflict between two or more of the several documents exists, the contract award sheet shall take precedence.
- F. The City reserves the right to automatically extend this contract for up to one hundred twenty (120) calendar days beyond the stated contract term in order to provide City departments with continual goods and/or service while a new contract is being solicited, evaluated, and/or awarded. If the right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract at the same price, terms and conditions for a specific number of days. Additional extensions over the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder are in mutual agreement of such extensions.
- G. The City reserves the right to award the contract on a split-order, lump sum, group or individual-item basis or such combination as shall best serve the interest of the City unless otherwise specified.

**3.8 BID BOND/BID SECURITY/BID DEPOSIT- N/A**

**3.9 PERFORMANCE OR PAYMENT BOND- N/A**

**3.10 BID BOND/BID SECURITY/BID DEPOSIT FORFEITED LIQUIDATED DAMAGES- N/A**

**3.11 RIGHT TO CANCEL BIDS-** The City reserves the right to cancel all Invitation for Bids before bid opening. In the event of bid cancellation, the Chief Procurement Officer shall notify all affected bidders and make available a written explanation for the cancellation.

**3.12 CAPITAL EXPENDITURES-** Successful bidder understands that any capital expenditures that the firm makes, or prepares to make, in order to provide goods and/or services required by the City, is business risk which the Successful bidder must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of the Successful bidder. If Successful bidder has been unable to recoup its capital expenditures during the time it is rendering such goods and/or services, it shall not have any claim upon the City.

**3.13 COLLUSION-** The Bidder, by affixing a signature to their bid certifies that its bid is made without previous understanding, agreement or connection either with any person, firm or corporation making a bid for the same goods and/or service described in this solicitation or with the City's Procurement Division or any other City Department. The Bidder certifies that its bid is fair, without control, collusion, fraud, or other illegal action. The Bidder certifies that it is in compliance with Ordinance No. 2004-49 the City of Coral Gables Conflict of Interest and Code of Ethics Laws.

**3.14 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS-** Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods and/or services offered, including but not limited to:



- 3.14.1 *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.
- 3.14.2 *Occupational, Safety and Health Act (OSHA)*, as applicable to this IFB.
- 3.14.3 *The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes*.
- 3.14.4 *Environment Protection Agency (EPA)*, as applicable to this IFB.
- 3.14.5 *Uniform Commercial Code* (Florida Statutes, Chapter 672).
- 3.14.6 *Americans with Disabilities Act of 1990*, as amended.
- 3.14.7 *National Institute of Occupational Safety Hazards (NIOSH)*, as applicable to this IFB.
- 3.14.8 *National Forest Products Association (NFPA)*, as applicable to this IFB.
- 3.14.9 *City Ordinance No. 2006-17*
- 3.14.10 *Conflict of Interest and Code of Ethics Ordinance No. 2004-49*
- 3.14.11 *Cone of Silence, City Provision Code, Sec 2-1059*
- 3.14.12 *The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment*.

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

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

- 3.15 **CONFLICT OF INTEREST-** Bidders, by responding to this IFB, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of good and/or service specified in this IFB. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, you must disclose the name of any City employee who owns, directly or indirectly, any interest of the total assets of capital stock in your firm.

### 3.16 **BOND FORMS-** N/A

- 3.17 **COST BREAKDOWN-** During the bid evaluation process, the City reserves the right to request the apparent low bidder(s) to furnish a cost breakdown of the bid price(s). This cost breakdown may be utilized by the City to determine bidder responsibility. Failure to timely respond to this request shall deem your bid non-responsive.

- 3.18 **DEFAULT/FAILURE TO PERFORM SERVICES OR DELIVER GOODS-** The City shall be the sole judge of failure to deliver goods or nonperformance of services, which shall include any failure on the part of the Successful Bidder to accept the award, to furnish required documents, and/or fulfill any portion of this contract within the time stipulated.

Upon default by the Successful Bidder to meet any terms of this agreement, the City will notify the Bidder of the default and will provide the Contractor three (3) business days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required three (3) days shall result in the Contract being terminated and upon the City notifying in writing to the Contractor of its intentions and the effective date of the termination. The following shall constitute default:



- A. Failure to deliver goods; or, perform the work required under the Contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.
- C. Failure to perform the work with sufficient workers and equipment or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder incapable of performing the work in accordance with and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default or a default incurred beyond the time limits stated, together with the cost of replacing the goods or completing the work, shall be deducted from any monies due or which may become due on this Contract.

**3.19 EMERGENCY/DISASTER PERFORMANCE-** In the event of a hurricane or other emergency or disaster situation, the Successful Bidder shall provide the City with the goods/services defined within the scope of this bid at the price contained within Successful Bidder's bid. Further, Successful Bidder shall deliver goods/performance services for the City on a priority basis during such times of emergency.

### **3.20 EVALUATION OF BIDS**

#### **A. Rejection of Bids**

The City may reject for any of the following reasons:

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

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

#### **B. Elimination From Consideration**

- (1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- (2) A contract may not be awarded to any person or firm who has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- (3) A contract may not be awarded to any person or firm who has been debarred by the City in accordance with the City's Procurement Code.



C. Demonstration of Responsibility

- (1) Bids will only be considered from firms/sole proprietors who are regularly engaged in the business of providing the goods and/or services required by the Bid. Bidder's must be able to demonstrate a satisfactory record of delivering goods and/or record of performing service and integrity and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established firm/sole proprietorship in line with the best industry practices in the industry as determined by the City.
- (2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- (3) The City may require the Bidder's to show proof that they are designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Bid.

3.21 **FIRM PRICES-** The bidder warrants that prices, terms, and conditions quoted in his/her bid will be firm throughout the duration of the contract unless otherwise specified in the IFB. Such prices will remain firm for the period of performance or resulting purchase orders or contracts, which services are to be performed or goods are to be supplied over the designated period of time.

3.22 **INDEMNIFICATION-** The Contractor shall indemnify and save harmless forever the City, and all the City's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Bidder or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the City or the City's officials, agents and employees; the Contractor shall further indemnify City as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

3.23 **INSPECTION OF BID-** Sealed bids received by the City pursuant to Invitation for Bids will not be made available until such time as the City provides notice of a decision or intended decision or within 10 days after bid opening, whichever is earlier. Bid results will be tabulated and may be furnished upon request via fax or e-mail to the Procurement staff member issuing the IFB.

3.24 **INSURANCE-** Within ten (10) days after receipt of Notice of Award, the Successful Bidder, shall furnish evidence of insurance to the Procurement and Supply Management Department. Submitted evidence of coverage shall demonstrate strict compliance to all requirements listed on the attached form entitled "Insurance Requirements". The City of Coral Gables shall be listed as an "Additional Insured".

Issuance of a purchase order is contingent upon the receipt of proper insurance documents. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation to Bid, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) business days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this IFB within fifteen (15) business days after receipt of Notice of Award, the contractor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future bids to the City. Information regarding any insurance requirements shall be directed, in writing, to the Risk Management Administrator, Michael Sparber, City of Coral Gables, 2801 Salzedo Street, Coral Gables, Florida 33134.

**The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in full force in effect for the duration of the contractual period; including any and all option to renewal terms that may be granted to the Bidder.**



**3.25 INVOICES-** Invoices shall contain purchase order number of goods delivered and/or services performed (i.e. quantity, unit price, extended price, etc.).

**3.26 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS OR CONTRACTS**

No agreement or understanding to modify this IFB and resulting purchase orders or contracts shall be binding upon the City unless made in writing by the Chief Procurement Officer through the issuance of Change Order or Modification to the Contract Purchase Order or Award Sheet as appropriate.

**3.27 NONDISCRIMINATION-** Bidder 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, Bidder 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 the delivery of goods and/or rendition of services and employment of personnel, Bidder 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.

**3.28 CITY EMPLOYEE PROHIBITION-** Contractor represents and warrants to the City that it has not employed or retained any person employed by the City to solicit or secure this Contract and that it has not offered to pay, paid, agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Contract.

**3.29 CASH DISCOUNT ON PROMPT PAYMENT-** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.

Bidders are required to provide prompt payment terms in the space provided on the Bid Information Form. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be 2%-20days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery and/or completion of performance, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from successful bidders during the term of the contract.

**3.30 PUBLIC ENTITY CRIMES-** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on a lease 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 Section 287.01 of Florida Statutes for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

**3.31 PUBLIC RECORDS-** Contractor understands that the public shall have access, at all reasonable times, to all documents and information to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and public to all documents subject to disclosure under applicable law. Contractor failure or refusal to comply with the provision of this section shall result in the immediate cancellation of this Contract by the City.





**3.32 CONTRACTOR'S PERFORMANCE-** The goods/services delivered or performed must be of the highest quality. Goods must be delivered properly packaged and without any damages. Services must be completed with the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality except as otherwise specified in this IFB.

**3.33 SERVICE AND WARRANTY-** Unless otherwise specified, the bidder shall define any warranty, service and replacements that will be provided. Bidders must explain on the attached Price Sheet to what extent warranty and service facilities are available.

**3.34 BEST COMMERCIAL PRACTICES-** The apparent silence of these specifications and any supplemental specification as to any detail or omission from it of detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of good quality and correct type, size and design are to be used. All commodities delivered and workmanship performed is to be of good quality.

All interpretations of these specifications, commodities delivered and workmanship performed shall be construed in favor of the City.

**3.35 OTHER FORMAL COMPETITIVE CONTRACTS (BEST PRICES):** If your firm has a current contract with the State of Florida, Department of General Services, SNAPS, or any government agency located within the State of Florida, to supply the goods or perform the services on this bid, the bid shall quote not more than the contract price; failure to comply with this request will result in disqualification of bid.

**3.36 TERMINATION-** The City reserves the right to terminate this contract by written notice to the contractor effective the date specified in the notice should any of the following apply:

1. **Breach of Contract-** The contractor is determined by the City to be in breach of any of the terms and conditions of the contract and/or have failed to deliver/perform the goods/services in a manner satisfactory to the City. In the event the contractor is found to be in default:
  - (a) Any goods delivered will be returned without any restocking fee and contractor should immediately cease in delivering any pending orders, and
  - (b) Any services rendered, and labor and materials provided, by contractor up to the termination date will paid by the City.
2. **Termination for Convenience-** The City has determined that such termination will be in the best interest of the City to terminate the contract without just cause for its own convenience.
3. **Unavailability of Funds-** Funds is not available to cover the cost of the goods and/or services. The City's obligation is contingent upon the availability of funds.

**The City will not be held responsible for any anticipated or actual loss of revenue due to the termination of this contract.**

**3.37 VARIATIONS OF SPECIFICATIONS-** For purposes of bid evaluation, bidders must indicate any variance from bid specifications and/or conditions, no matter how slight. If variations are not stated on the Bid Certification Form, it will be assumed that the goods/services to be provided fully comply with the City's specifications.

**3.38 CONE OF SILENCE-** Prohibition on any communications between a potential offeror, bidder, lobbyist, consultant or City Commissioners and certain members of city staff regarding a particular Request for Proposal ("RFP"), Request for Qualifications ("RFQ"), Invitation for Bid ("IFB"), or any other advertised solicitation from the time a solicitation is advertised to contract award recommendation and does not include written communication on file with the City Clerk.



**3.39 CODE OF ETHICS-** Any attempt by City employees to realize personal gain by conduct inconsistent with proper discharge of their duties is a breach of public trust. Any effort to influence any public employee to breach the standards of ethical conduct set forth in this Article is also a breach of ethical standards. The provisions of City ordinances, county ordinances, and state statutes shall be strictly enforced to preserve the public trust.



#### **4.0 City of Coral Gables Minimum Insurance Requirements**

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:*

**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.

#### **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:

**i. Workers' Compensation - Coverage A**

-Statutory Limits (State or Federal Act)

**ii. 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:

**i. Each Occurrence Limit - \$1,000,000**

**ii. Fire Damage Limit (Damage to rented premises) - \$100,000**

**iii. Personal & Advertising Injury Limit - \$1,000,000**

**iv. General Aggregate Limit - \$2,000,000**



**v. 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:

- i.** Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
- ii.** Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- iii.** Non-Owned Autos (Symbol 9)  
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.

**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) Required Endorsements**

**a. Special Municipality Endorsement for the City of Coral Gables**

**b. Or the following endorsements with City approved language**



**i. Additional Insured**

**ii. Waiver of Subrogation**

**iii. 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

**iv. Primary & Non-contributory**

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

vi. 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.

**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.

i. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

ii. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

**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.



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**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: \_\_\_\_\_

**2. NAMED INSURED INFORMATION**

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

**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: \_\_\_\_\_

**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)****LIMITS**

- ☐ 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: \_\_\_\_\_  
☐ \_\_\_\_\_

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)****LIMITS**

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

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  
msparker@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 INSURED** - 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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, 2<sup>nd</sup> 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



## **5.0 SPECIFICATIONS**

### **5.1 CONTRACTOR QUALIFICATIONS OVERVIEW**

The contractor shall provide the City of Coral Gables with experienced labor to include, but not limited to: mowing greens, mowing fairways, mowing tees, mowing roughs, pesticide applications, irrigation repair and maintenance, general landscaping, general labor and related golf course, athletic field operational duties, and parks maintenance. Contractor shall have at least three years experience in golf course and athletic field maintenance in South Florida.

### **5.2 GENERAL SCOPE OF WORK**

To provide a qualified labor force for the Granada Golf Course, establish a contract for the maintenance of the Coral Gables Youth Center and Phillips Park athletic fields, and provide labor for maintenance in the City's parks. All labor jobs on the Granada Golf Course, athletic fields, and parks shall be assigned as needed by the Superintendent of Greens for the City. The contractor shall be responsible for the etiquette of the personnel at all job sites. Any complaints registered about the conduct of these employees shall result in the immediate replacement of the workers involved. City staff also reserves the right to have any employee that is not performing work properly replaced immediately by the contractor.

### **5.3 CONTRACTOR REFERENCES**

The contractor shall provide the City of Coral Gables with at least three references of prior maintenance work on golf courses and athletic fields. The list shall contain types of work done and phone contacts to enable the City to check on previous work experience. The City reserves the right to inspect the fields that are currently being serviced by each vendor. The condition of these fields shall be an evaluation factor in the award of the bid.

### **5.4 TERMINOLOGY**

For the purpose of the details of this proposal, the following shall be used:

- A. Contractor: Shall be the company or any other entity submitting a proposal.
- B. Designated Project Manager: Shall be the person designated by the contractor who shall be responsible for day to day operations associated with these specifications.
- C. Owner: Shall be the City of Coral Gables, as represented by the Parks and Recreation Director.
- D. Authorized Representative/Designee: Shall be the person designated by the Parks and Recreation Director to act in his/her absence as specified herein.
- E. City: Shall be the City of Coral Gables, Florida.

### **5.5 AUTHORITY**

The Authorized Representative of the Owner shall have the authority to make or approve decisions and/or modifications to said work. Any request by the Contractor for modifications regarding work must be submitted in writing and approved by the Authorized Representative. A copy of all such correspondence must be submitted to the Purchasing Director. The Contractor shall not at any time during the tenure of the agreement subcontract any part of the operations or assign any part of this Agreement, except under and by virtue of permission granted by the City through the proper officials.

The Authorized Representative shall be responsible for contract supervision and routine communication with the Contractor, any subcontractors, and residents.



## **5.6 CONTACT PERSON**

The Contractor shall provide the City with the name and telephone/beeper numbers of his designated Project Manager. This person shall be immediately available 24 hours per day in order to answer questions, correct deficiencies in the maintenance work and to handle emergencies. The designated Project Manager shall be equipped with a cell phone for this purpose.

## **5.7 GENERAL SCOPE OF WORK**

Provide all labor, equipment, materials and supervision necessary to perform maintenance, general landscaping, general and specific labor related to golf course, ball field operational duties, and parks maintenance as described hereinafter.

## **5.8 AMOUNT/FREQUENCY OF LABOR FOR GRANADA GOLF COURSE**

The amount of labor required for the Granada Golf Course shall be:

Seven (7) workers x 40 hours per week x 52 weeks per year

Normal weekday hours are: 6:00am – 2:00pm (Monday – Friday)

Normal weekend hours are: 5:30am – 8:30am (Saturday – Sunday)

The Superintendent shall work with the contractor to establish regular work hours of operation which include weekends and all holidays.

One (1) worker x 28 hours per week x 52 weeks per year for golf carts.

Golf carts shall be put away each evening between the hours of:

4:30pm – 8:30pm, Seven (7) nights a week includes all holidays.

## **5.9 LABOR REQUIREMENTS FOR GRANADA GOLF COURSE**

### **MOWING GREENS**

Workers shall be required to mow greens on a daily basis. Workers mowing greens shall have experience with the operation and maintenance of riding greens mowers such as the E-plex electric greens mower, Toro 3250 greens mower, and Toro walking greens mowers.

### **MOWING FAIRWAYS**

Workers shall be required to mow fairways three times per week or as directed. Workers operating the fairway mower shall have experience with the function and maintenance of hydraulically driven fairway units.

### **PESTICIDE APPLICATIONS**

At least one worker or Supervisor shall be required to have a Florida Pesticide Applicators License or be experienced in the use of pesticides on golf courses. Workers shall also have experience with fertilizer applications and general knowledge of types of fertilizer available. All treatments shall be made under the direction of the Superintendent of Greens. Workers shall be required to keep records of all applications made to the golf course.

### **MOWING TEES**

Workers shall be required to mow tees three times per week. Workers mowing tees shall have experience in the operation and maintenance of riding triplex mowers.



### **MOWING SLOPES**

Workers mowing slopes shall be required to mow slopes of greens and tees twice per week. Workers mowing sloped shall have experience in the operation of pull gang units, as well as, hydraulically operated triplex mowers.

### **MOWING ROUGH**

Workers mowing rough shall be required to cut rough once per week. Workers shall have experience in the operation of rotary mowers and pull gang units.

### **IRRIGATION OPERATION**

Workers involved in operation of the irrigation system shall have experience in the operation of electric valve-in-head sprinklers, repair and maintenance of PVC pipe, and some general knowledge of pump station operation.

### **COURSE SET UP**

Workers involved in course set up operations shall have experience in cutting cups, tee placement, and general knowledge of the game of golf.

### **EDGING SAND TRAPS AND CART PATHS**

Workers involved in edging sand traps shall have experience in the operation of a gas edger, weed eater, and hand held blower.

### **SOD INSTALLATION**

Workers involved in sod installation shall have experience in the use of a sod cutter, trap rake and tractor operation. All areas renovated on the golf course shall be designated by the Superintendent of Greens.

### **GENERAL LANDSCAPING**

Workers involved in landscaping projects shall have experience in the use of edgers, weed eaters, hedge trimmers, chainsaws, and blowers. Landscape projects are performed at the clubhouse and golf course grounds designated by the Superintendent of Greens.

### **HURRICANE PREPARATION**

All workers shall help with the necessary hurricane preparations prior to hurricane warnings which include: shutter installation at the pro shop/snack bar, course pick-up, preparing the parks in the City and storage of equipment at the maintenance facility.

### **GENERAL LABOR**

All workers shall be able to accomplish general labor duties which include: shoveling, raking, sweeping dusting, lifting 50+ pounds, shop clean-up, restroom clean-up, water cooler refills, painting, and any other related duties for the golf course.

## **5.10 TURFGRASS MAINTENANCE SPECIFICATIONS FOR THE CORAL GABLES YOUTH CENTER AND PHILLIPS PARK ATHLETIC FIELDS**

The required standard maintenance procedures shall be provided for a yearly program to include mowing, weed control, fire ant control, inspection of irrigation, and trash pick-up. Payment for services rendered shall be made upon receipt of the monthly invoice and the satisfactory review of field conditions by the Superintendent of Greens.

Separate prices shall be provided for the field for the following additional services: turf aeration, dethatching, fertilization (other than specified), topdressing, pest control, disease control, and sodding of worn areas. Requests for payment for these services shall be included on the monthly invoices as services are provided. A detailed invoice shall be provided indication all work performed on each field during the month.



The successful bidder shall furnish all necessary labor, equipment, materials, chemicals, and during all chemical control applications, supervision (Certified Pest Control Operator) at the field on a regular scheduled basis. However, the City of Coral Gables reserves the right to place a maintenance call at a time not previously scheduled. A weekly report of all services shall be sent to the City upon completion of services.

The contractor shall supply a list of all equipment and specifications for such equipment presently owned by the company to perform the service. It is the responsibility of the bidder to inspect the fields before bidding. Failure to do so shall not constitute grounds for exceptions or amendments to the contract.

## **5.11 MAINTENANCE REQUIREMENTS FOR ATHLETIC FIELDS**

### **MOWING**

The athletic fields shall be mowed with a reel type mower (on days set by City Staff that do not interfere with programming). All litter debris shall be removed from turf before mowing to avoid shredding that damage turf appearance, or items that may be propelled by mower blades. Grass clippings or debris caused by mowing or trimming will be removed from adjacent walks, drives, gutters, and curbs or surfaces on the same day as mowed or trimmed.

The reels of the mower shall be sharp and the cut even at all times. The direction of the cut shall be changed each time the fields are mowed. All heights of cut shall be determined by City Staff in accordance with the field condition.

The field shall be mowed once per week during the months of November, December, January, February, March, and April. The field shall be mowed twice per week during the months of May, June, July, August, September, and October.

### **WEED CONTROL**

The fields shall be kept weed free at all times. Weeds are to be sprayed or mechanically removed with each mowing. The contractor shall provide the City with their weed control formulations for review and approval by the Superintendent of Greens.

All applications shall be in accordance with Florida Pesticide Laws. The contractor shall keep records as prescribed by law for the use of pesticides of all operations stating dates, times, methods of application, chemical formulations, applicator's name and weather conditions.

A Certified Pest Control Operator shall be in continuous charge of all work and shall perform site supervision to the maximum extent possible during the scheduled application. Contractor shall provide labels and MSDS (material safety data sheets) for all products used on the fields. Any soil, sod, or plants contaminated by misuse of chemicals on the sites shall be removed and replaced at cost to the contractor.

### **AERATION**

Aeration shall take place a minimum of three (3) times per year on Bermuda grass using a hollow or open spoon tine. The contractor shall be required to mark or flag all irrigation heads and valves before operation. The plugs shall be dragged in afterwards and mowed. The City will notify the contractor when to aerify in accordance with programming.

### **FIRE ANT CONTROL**

Contractor shall apply fire ant control as needed following all label recommendations.



### **PESTICIDE APPLICATION**

Contractor shall apply Topchoice Insecticide to both athletic fields one time per year.

Contractor shall make two applications of Othene TTO (or approved equal) insecticide per year, one in spring and one in the fall.

### **FERTILIZATION**

The specified fertilizer formulations shall be applied four times per year using a calibrated spreader on dry grass.

Two applications of fertilizer with Ronstar per year, one in February and one in September using a 15-3-15 (containing all slow release material) or approved equal. Two applications of fertilizer in May and July with a 15-0-15 (containing all slow release material).

### **IRRIGATION SYSTEM**

The contractor shall inspect the irrigation system on a weekly basis to check for proper operation. The contractor shall report any sprinklers that are not operation properly to the Superintendent and repairs shall be estimated on a per case basis.

### **TRASH PICK UP**

The contractor shall perform trash and debris pickup prior to mowing the field each week.

### **TURF REPAIR**

The contractor shall perform monthly inspections with the Superintendent of Greens to determine wear holes that need to be filled with soil and sodded. Existing wear areas shall be leveled with soil and sodded and repairs shall be estimated per square foot of area.

## **5. 12 LABOR REQUIRED FOR PLAYGROUND PARKS**

Amount of labor required for accompanying the City's parks maintenance crews:

2 men X 40 hours/week X 52 weeks/year

Normal work hours: 7:00am – 3:30pm Monday – Friday

## **5.13 PARKS MAINTENANCE**

The labor for the playground parks shall accompany the City's crew during the daily duties. The park's labor shall be directed by the City's parks maintenance foreman. The park's maintenance duties include general and specific landscaping, irrigation repair, equipment maintenance and installation, and all related duties.

## **5.14 SPECIAL PROJECTS/EMERGENCIES**

The contractor shall have the ability to provide supplementary labor for special projects including: hurricane clean-up, sod removal and planting, irrigation mainline repair, park equipment installation, and additional summer maintenance.

## **5.15 PERSONNEL**

Only personnel familiar with the various types of work to be performed under this contract shall perform the required tasks. The Contractor must submit proof in writing of their qualification requirements listed herein and throughout the entire proposal document.



- 1) A minimum of three years experience in the management of golf courses, athletic field maintenance projects, and parks maintenance of similar size and scope in Florida and must be demonstrated by the Project Manager.
- 2) List brief description of similar work satisfactorily completed with locations, dates, and amounts of contracts, and names and addresses of owners.

#### **5.16 PROTECTION OF EXISTING IMPROVEMENTS**

The Contractor shall exercise extreme caution while conducting his work. Any damage inflicted to any existing man made or natural element above or below grade shall be promptly repaired to the City's satisfaction and in accordance with these specifications at no additional cost to the City. Care shall be taken at all times to maintain and restore where necessary the original design of the landscaped areas. Any damage caused to existing utilities shall be immediately reported to the pertinent utility branch and to the City. The Contractor is responsible for payment of the cost of all repairs as may be required.

#### **5.17 SAFETY ON AND OFF THE JOB SITE**

When performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The City shall not be responsible for safety on or off the job site. The City's on-site observations or inspections shall be only for the purpose of verifying that the maintenance specifications are being implemented properly. The city's on-site observations or inspections are not for safety on or off the job site. The contractor must provide barricades and traffic control devices as he deems necessary or as may be required by governing agencies or as directed by the City to protect the work, workmen and the general public while conducting the work. All permitting required for the performance of the contractors work shall be the responsibility of the Contractor.

#### **5.18 EQUIPMENT**

The Contractor must show appropriate proof of ownership of the equipment necessary to provide all maintenance and plant replacement tasks or specify the intended method of providing that equipment for use.

#### **5.19 SUBCONTRACTING**

**Subcontracting is only permitted when approved by the City of Coral Gables City Manager or designate.** Any such Subcontractor, as may be approved, shall be bound by all the conditions of the contract between the City and Vendor. Any such subcontractors used will only be authorized to perform in accordance with the terms and conditions of these specifications. All required notices, work orders, directives, and requests for emergency services would be directed to the Vendor. All directions given to the Subcontractor in the field shall bind the Vendor as if the notice had been given directly to the Vendor.

**All areas where Vendor intends to use subcontractors must be specifically identified within the proposal document and the intended subcontractor must be specifically identified and copies of all applicable required licensing and proof of insurance for those companies must be provided. After award of a contract, the Vendor and all subcontractors must at a minimum register with the Parks and Recreation Department.**



## BID PROPOSAL

<b>1. Yearly Program; To include, but not limited to mowing, maintaining the clay areas free of weeds and edged, fire ants and trash pick-up. Indicate Price per mowing.</b>	
Youth Center & Phillips Park (4.75 acres)	/ mowing
<b>2. Inspection of Irrigation System: to be performed once per week. Indicate the price per inspection.</b>	
Youth Center & Phillips Park (4.75 acres)	/ inspection
<b>3. Turf Aeration: To be performed a minimum of three (3) times per year. Indicate the price per complete aeration.</b>	
Youth Center & Phillips Park (4.75 acres)	/ aeration
<b>4. Fertilizing: To be performed as described in the specifications. Indicate the price per application.</b>	
One application – Fertilizer with Ronstar Youth Center & Phillips Park (4.75 acres). Fertilizer shall be a 15-3-15 containing all slow release products.	/application
One application – Fertilizer on Youth Center & Phillips Park (4.75 acres). Fertilizer shall be a 15-0-15 containing all slow release products.	/application
<b>5. Weed Control</b>	
To be performed as needed Youth Center & Phillips Park (4.75 acres) (not including chemicals cost)	/application
<b>6. Top Choice</b>	
Mole Cricket Application for Youth Center & Phillips Park (4.75 acres) (labeled rate = 87lbs/acre)	/application
<b>7. Two applications of Orthene TTO</b>	
Youth Center & Phillips Park (4.75 acres) (labeled rate = 5lbs/acre)	/application
<b>8. Additional SOD Installation</b>	
In wear areas (as needed-price shall include removal and grading prior to installation) (not including the price of SOD)	/application
<b>9. Experienced Golf Course Labor</b>	
40 hours per week	/per person per hour





<b>10. Parks Maintenance Crew Labor</b>	
40 hours per week	/per person per hour
<b>11 Additional Labor for Special Projects</b>	
3,000 hours per year	/per person per hour
<b>12. Golf Cart Attendant</b>	
28 hours per week	/per person per hour

Number of years experience proposer has in golf labor operations \_\_\_\_\_

Number of years experience proposer has in athletic field operations \_\_\_\_\_

**We/I, the undersigned, do hereby state that we/I have read and understood all items in the Specifications.**

SIGNED: \_\_\_\_\_ TITLE \_\_\_\_\_  
Please sign and print or type name

COMPANY: \_\_\_\_\_ DATE: \_\_\_\_\_

**PROCUREMENT DIVISION****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. Proposer 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:** \_\_\_\_\_

**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. 72<sup>nd</sup> Avenue  
Miami, FL 33155

We, the undersigned, have declined to submit a bid on your **IFB** 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: \_\_\_\_\_

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

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]
- by \_\_\_\_\_  
[print individual's name and title]
- for \_\_\_\_\_  
[print name of entity submitting sworn statement]
- whose business address is \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as define in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list.

**[attach a copy of the final order]**

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
[signature]

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

My commission expires \_\_\_\_\_

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

## CONE OF SILENCE

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

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

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

(1) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between a potential offeror, vendor, service provider, bidder, lobbyist, or consultant and city department heads, their staff, selection committee or evaluation committee members;

(2) Any communication regarding a particular request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") or any other advertised solicitation between the city commissioners and city department heads, their staff, selection committee or evaluation committee members.

(c) *Applicability:*

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

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

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

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

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

(g) *Procedure*

(1) *Imposition:* A cone of silence shall be imposed upon each request for proposals ("RFP"), request for qualifications ("RFQ"), invitation for bids ("IFB") and any other solicitation when advertised. At the time of imposition of the cone of silence, the city manager, or designee shall provide for public notice of the cone of silence and shall advise the affected department (s) in writing. Any public solicitation for supplies, services, or construction shall include a statement disclosing the requirements of this article.

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

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

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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 thirdparty that has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counsel or legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question. However, this section shall not prohibit architects serving without compensation on the board of architects from submitting plans on behalf of a client so long as such members make known their representation of the applicant and disqualify themselves from speaking or voting or otherwise participating on such application.

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

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

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

**Sec. 2-234. Acquiring financial interests**

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

**Sec. 2-235. Recommending professional services**

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

**Sec. 2-236. Continuing application after city service**

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

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

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

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

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

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

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

**Sec. 2-239. Penalties and personnel action**

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

**Sec. 2-240. Fair campaign practices.**

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

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

#### **Sec. 2-241. Procedure on complaint of violation**

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

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

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

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

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

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

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

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

#### **Sec. 2-242. Applicability.**

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

#### **Sec. 2-243. Lobbying.**

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

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

*Lobbyist:* An individual, corporation, partnership, or other legal entity employed or retained, whether paid or not, by a principal who seeks to encourage the approval, disapproval, adoption, repeal, passage, defeat, or modifications of (a) any ordinance, resolution, action or decision of any city commissioner; (b) any action, decision, recommendation of the city manager, any city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council; or (c) any action, decision or recommendation of city personnel during the time period of the entire decision-making process on the action, decision or recommendation which foreseeable will be heard or reviewed by the city commission, or a city board or committee, including but not limited to quasi-judicial, advisory board, trust, authority, or council.

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

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

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

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

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

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

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

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

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

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

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

(d) *Reporting requirements.*

(1) On October 1 of each year, lobbyists subject to the registration requirements of this section shall submit to the city clerk a signed statement under oath as provided herein listing the full name and business address of the lobbying entity; name of each of the entity's lobbyists; and all expenditures for the preceding calendar year with regard to the specific issue on which the lobbyist has been engaged to lobby. A statement shall be filed even if there have been no expenditures during the reporting period.

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

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

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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.

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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)

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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):

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18. Occupational License Classification:

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19. License Expiration Date:

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20. State License Number (attach a copy):

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### INSURANCE

21. Name of Insurance Carrier:

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22. Type of Coverage:

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23. Limits of Liability:

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24. Coverage/Policy Dates:

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25. Name of Insurance Agent:

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Agent(s) telephone including area code:

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### EXPERIENCE

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

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

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28. **Experience Record:** List past and/or present contracts, work, 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**

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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 \_\_\_\_\_

\_\_\_\_\_  
[(Name of Notary Public: Print, Stamp or Type  
as Commissioned.)]

**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: \_\_\_\_\_

Corporation

NAME: \_\_\_\_\_

Partnership

Individual

ADDRESS: \_\_\_\_\_

Other

TELEPHONE NO. \_\_\_\_\_

FAX NO. \_\_\_\_\_

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:

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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:

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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?

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a. Under what other former names has organization operated?

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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.

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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)

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- 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.

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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**

**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.

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**Proposer's Signature**

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**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, INDER 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)

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**ISSUE FEE:** You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a 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.

I \_\_\_\_\_ hereby swear or affirm under penalty of perjury that all the facts contained in this Application are true and that I am aware that these requirements are in compliance with the provisions of Dade County Code Sec, 2-11.1(s) governing Lobbying.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Lobbyist

\$125.00 Appearance Fee Paid: \_\_\_\_\_ Received by \_\_\_\_\_

Fees Waived for Not for Profit Organization (documentary proof attached)\_\_\_\_\_

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 1<sup>st</sup> 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) \_\_\_\_\_