

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



INVITATION FOR BIDS
IFB 2019-001

Fountain Maintenance Citywide

Submittal Deadline / Bid Opening: 2:00 p.m. Tuesday, February 5, 2019



CITY OF CORAL GABLES, FL

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

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BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Fountain Maintenance and Aesthetic Improvement Program</p> <hr/> <p>IFB No. 2019-001</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Sealed bid submittals must be received prior to 2:00 p.m., Tuesday, February 5, 2019, by the Procurement Division, located at 2800 SW 72nd Avenue, Miami, FL 33155 and are to remain valid for 90 calendar days. Submittals received after the specified date and time will be returned unopened.</p> <p>Contact: Eduardo Hernandez Title: Procurement Specialist Telephone: 305-460-5108 Email: ehernandez2@coralgables.com / contracts@coralgables.com</p>
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<p>Bidder Name: <i>Oliver's Pools Inc</i></p>	<p>FEIN or SS Number: <i>650088081</i></p>
<p>Complete Mailing Address: <i>905 Brickell Bay Dr #626 Miami FL 33130</i></p>	<p>Telephone No.: <i>305-310-3396</i></p>
<p>Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/></p>	<p>Cellular No.: <i>305-310-3396</i></p>
<p>Bid Bond / Security Bond (if applicable) _____%</p>	<p>Fax No.: <i>786-468-8116</i></p>
	<p>Email: <i>oliverspoolsinc@aim.com</i></p>

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

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



 Authorized Name and Signature

President

 Title

01/11/19

 Date

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

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
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PUBLIC NOTICE

Invitation for Bids (IFB) No. 2019-001

The City of Coral Gables is seeking bids for **Fountain Maintenance Citywide IFB 2019-001**. This solicitation is requesting weekly professional water feature maintenance and repair services for forty two (42) water fountains throughout the City in accordance with the specifications provided herein.

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

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

A non-mandatory pre-bid meeting will be held at: Procurement Division Conference Room, 2800 S.W. 72 Avenue Miami, FL 33155 on **Tuesday, January 15, 2019 at 10:00 am**. Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Bidders who are interested in participating via telephone should send an e-mail to the contact person listed in this IFB expressing their intent to participate via telephone.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than Tuesday, January 22, 2019 at 4:00 PM. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Bids for IFB NO. 2019-001 will be received until 2:00 PM, Tuesday, February 5, 2019. Bids submitted by mail or hand delivered should be sent to the City of Coral Gables, Procurement Division, 2800 SW 72nd Avenue, Miami, Florida 33155. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder. Verbal or electronic (e-mailed) bids are not acceptable.

One (1) original bid, two (2) copies and one (1) digital copy on a CD or flash drive (PDF format) must be signed and submitted in a sealed envelope and clearly marked: (1) Fountain Maintenance and Aesthetic Improvement Program – IFB 2019-001 and (2) Bidder's Name, Address, Contact Name, and Telephone Number.

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

Anticipated Schedule of Events:

Solicitation Advertisement	Tuesday, January 8, 2019
Non-Mandatory Pre-Bid Meeting	10:00 am, Tuesday, January 15, 2019
Deadline for Questions	4:00 pm, Tuesday, January 22, 2019
Submittal Deadline / Bid Opening	2:00 pm, Tuesday, February 5, 2019

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

Bid must be firm for ninety (90) calendar days. The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

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

- Code of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697
- Local Preference – Sec. 2-696 (if applicable)

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No. 2019-001

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

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

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No 2019-001

COMPANY NAME: (Please Print):

Phone: 305-310-3396

Oliver's Pools, Inc
Email: Oliverspoolsinc@AIM.com

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

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. ✓
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. ✓
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. ✓
- 4) Fill out and submit this Solicitation Submission Checklist. ✓
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. ✓
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.9 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past five (5) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. Note: Do not include work/services performed for the City of Coral Gables or City employees as references. ✓
- 8) Bid Price Form: Complete and submit with bid. ✓
- 9) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through L. ✓

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU...

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

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

SECTION 1

Invitation for Bids (IFB) No 2019-001

1.0: INTRODUCTION TO INVITATION FOR BIDS

1.1. Invitation

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

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

1.2. Contract Terms and Conditions

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

The term(s) of the Agreement shall be for an initial period of one (1) year with an option to renew for three (3) additional two (2) year periods at the sole discretion of the City.

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

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds.

B. CONTRACT EXTENSION

The City reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the contract period and will notify the contractor in writing of the extension.

This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the City and the successful Bidder(s) upon approval by the City Commission.

1.3. Additional Information or Clarification

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

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

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

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

1.4. Award of an Agreement

Agreements may be awarded to the Successful Bidder(s) by the City Commission or City Manager, as applicable, to one or more bidders deemed the most responsible, responsive Bidder, complying with all the provisions of this Invitation for Bids. In addition to price, other factors when determining the lowest responsive and responsible bidder, include but are not limited to:

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

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

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

1.5. Agreement Execution

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

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

1.6. Unauthorized Work

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

1.7. Changes/Alterations

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

1.8. Discrepancies, Errors, and Omissions

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

1.9. Disqualifications

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

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

1.10. Bidders Expenditures

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

1.11 Financial Stability and Strength

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

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

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

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

1.12. Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Bidder, terminate the Agreement if the Successful Bidder has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by

providing thirty (30) days written notice to the contractor. In the event the Bidder is found to be in default, the Successful Bidder will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

SECTION 2

Invitation for Bids (IFB) No 2019-001

2.0: SPECIFICATIONS/SCOPE OF WORK

2.1 The Contractor shall submit their bid as per the specified services:

The City of Coral Gables is requesting sealed bids from qualified contractors to provide water feature maintenance and repair services for forty two (42) water fountains. Qualified firms wishing to respond to IFB 2019-001 "Fountain Maintenance Citywide" must provide all equipment and materials necessary to maintain the fountain equipment in proper operating condition. Cleaning Services shall be provided three (3) times per week year round.

- The activities described in the Scope of Work are expected to provide the level of maintenance desired. However, the contractor will be responsible for ensuring that the overall maintenance of the water feature is kept to the highest quality to include all necessary materials and equipment.
- As a maintenance professional, the contractor will be expected to understand the necessary requirements and preventative maintenance activities necessary to keep the water feature clean, aesthetically pleasing, and in good mechanical working order.
- The contractor must know how to properly clean filters, repair LED lighting, and adjust, repair and install the fountain controls when needed.
- It is incumbent upon the contractor to visit the site location and assume all risks as to the character and nature of the work and the labor and material required to complete the work. Any service or activity required to do so shall be incorporated by reference herein and shall be the responsibility of the contractor.
- Any damages incurred to the water feature due to the contractor's negligence will be his/her responsibility.

WORK HOURS

Maintenance services shall be performed Monday to Friday from 7:30 am to 6:00 pm, and Saturday from 9:00 am to 5:00 pm.

Holidays: The holidays recognized by the City are as follows:

New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Scheduled services which fall during the recognized City holidays must be re-scheduled to be able to accommodate the required three times per week fountain service.

MATERIALS

Contractor shall be responsible for all labor, materials and equipment necessary for the proper care and maintenance of the City property described herein. The Contractor shall supply and maintain all necessary supplies and materials necessary to perform this contract. All supplies and materials shall be inclusive in the contract price.

Contractor will not be permitted to use any products that are not first approved by the City. MSDS sheets for all products shall be provided upon request.

SITE CLEANLINESS AND CONDITION

As much as possible, all areas shall be kept free of litter, landscape and / or construction debris. It is expected that during the routine performance of the different maintenance operations that the contractor and employees are to be aware of site conditions and keep a neat and clean appearance.

SAFETY

All contractor personnel shall wear personal protective equipment in the performance of their duties to include safety vests, protective eye wear or face shields, respiratory protection as necessary, gloves and protective clothing.

WORKFORCE

A neat and clean appearance should be maintained as much as possible. The contractor's employees must be dressed in a uniform with the company identification. Vehicles should be easily identified.

Contractor employees should be instructed to be helpful and courteous to residents, other employees, and visitors at all times.

Contractor will provide the City with a current list of all employees.

PARKING

Contractors' vehicles and trailers shall be parked where they do not impede traffic or visibility at an intersection, round-about or on a roadway. All necessary safety precautions are to be observed when contractor's personnel are working in or around roadways.

SUPERVISION

The contractor shall provide supervision of all maintenance and or repair work being performed. Supervisors shall be able to communicate problems to the City Representative at any time, and shall be easily accessible to the Representative by cell phone at all times. City shall be notified of any change in supervisory personnel.

ADDITIONAL WORK

In the event that repair services are required which are outside the scope of services, the Contractor shall notify the City Facilities Management Division and provide a written proposal detailing line item costs for all parts, and labor shall be billed subject to the Contractor's hourly rate supplied on the bid pricing. No work shall begin until the proposal has been accepted in writing by the City. Any additional work or repair required must be authorized by the City Representative prior to commencing the work or repair.

ADDITIONAL FACILITIES

The City reserves the right to add or remove sites/locations from the awarded contract at the City's discretion. When additional sites are added, the Contractor shall provide such services under the same terms, conditions.

SATISFACTORY PERFORMANCE

It is estimated that the frequency and guidelines set forth in this Scope of Services will provide the quality desired. Satisfactory performance of work under this contract shall be based on these maintenance specifications, as measured by the City in its discretion.

The determination of satisfactory performance will be based upon the satisfactory appearance of the water features, not whether anticipated projections of cycle frequencies have been performed. The

appearance and quality of the water features will be reviewed on a periodic basis by the City. Contractor performance will be evaluated and adjustments to the technical maintenance specifications, if required, will be made.

Specific information with regard to water feature location, pictures, and pump details is contained in **Appendix A**.

The Contractor shall be responsible for providing water feature maintenance to the following areas:

- A. Country Club Prado** (Intersection of San Marco Avenue and Country Club Prado) (4 fountains)
 - Pentair Superflo Variable Speed Pump
- B. Red Road and Coral Way** (Intersection of SW 57 Avenue and Coral Way) (2 fountains)
 - Little Giant Sump/Effluent Pump (6EN-CIA-RF)
- C. Alhambra Fountain** (Intersection of Alhambra Circle and Granada Blvd.) (4 fountains)
 - Pentair Superflo Variable Speed Pump
- D. De Soto Fountain** (Circle of intersection of Sevilla Avenue and Granada Blvd.) (1 fountain)
 - Pentair Whisperflo High Performance Pump
- E. Balboa Fountain** (2449 Anderson Road) (3 fountains)
 - Little Giant Sump/Effluent Pump (6EN-CIA-RF)
- F. Segovia** (Circle of intersection of Segovia Street and Biltmore Way) (1 fountain)
 - Pentair Intelliflo Variable Speed Ultra Energy Efficient Pump
- G. Miracle Mile and LeJeune** (Intersection of Miracle Mile and SW 42 Avenue) (4 fountains)
 - Pentair Whisperflo High Performance Pump
- H. Pittman Park** (Center fountain 2126-2198 Galiano Street) (1 fountain)
 - Pump to be installed
- I. Aragon** (220 Aragon Avenue) (1 fountain)
 - Little Giant Statuary Fountain Pump (2E-38N-WG)
- J. Ponce Circle Park** (2810 Ponce de Leon Blvd.) (1 fountain)
 - Little Giant Sump/Effluent pump (6EN-CIA-RF)
- K. Four Horse Fountain** (Center of Park at 1277 East Ponce de Leon Blvd.) (1 fountain)
 - Pentair Superflo Variable Speed Pump
- L. Douglas Road and Miracle Mile** (Intersection of Miracle Mile and SW 37 Avenue) (2 fountains)
 - Pentair Superflo Variable Speed Pump
- M. Ingraham Park** (Center of the park at 4751 Ingraham Terrace) (1 fountain)
 - Pentair Superflo Variable Speed Pump
- N. Museum** (285 Aragon Avenue) (2 fountains)
 - Everbilt Shallow Well Jet Pump
- O. Venetian Pool** (2701 De Soto Blvd.) (2 fountains)
 - Little Giant PondWorks Statuary Fountain Pump (2E-38N-WG)
- P. Coral Way and Segovia** (Intersection of Coral Way and Segovia Street) (4 fountains)
 - Little Giant (S101200)
- Q. Coral Way and Granada** (Intersection of Coral Way and Granada Blvd.) (4 fountains)
 - Little Giant (S101200)

R. Coral Way and Columbus (Intersection of Coral Way and Columbus Blvd.) (4 fountains)

- Little Giant (S101200)

Cleaning services shall include the following specifications:

Fountain Care Specifications:

- Thoroughly clean and vacuum the fountains.
- Add water to the desired height at the prescribed rate of 1" (25mm) per hour
- Test water balance, pH, Calcium Hardness and Total Alkalinity levels
- Inspect electrical service, filters, skimmers, drains, ladders, plugs, gauges, and other important components of the system
- Lubricate fittings, valves, O-rings, and plugs
- Inspect tile and grout installations, and clean tiles and skimmer with cleanser
- Clean and inspect fountain deck and surroundings
- Skim fountain water surface and vacuum fountain bottom
- Backwash filter
- Shock fountain water to breakpoint levels
- Add algaecide as required
- Fountain Maintenance 3 times a week:
- Empty skimmer and pump basket (may require more frequent cleaning due to tree canopies)
- Vacuum the fountain three times a week. Brush the sides and bottom of the fountain.

Weekly Fountain Maintenance:

- Remove any large accumulation of debris on the bottom with a leaf scoop.
- Feed the fountain with chlorine or other sanitizer to satisfy its requirements either manually or automatically.
- Check that the water level is high enough for the pump to operate correctly.
- Visually inspect fountain water for clarity, color and visible contaminants
- Remove floating leaves
- Test and adjust pH (may require more frequent testing depending on environmental conditions)
- Test chlorine levels in the fountain water:
- Free chlorine levels should be between 1-3 ppm
- Free bromine levels should be between 3-5 ppm
- Test and adjust Alkalinity
- Test and adjust Oxidizer and Stabilizer levels
- Clean the tile at the water line
- Check filter pressure and backwash
- Check water level and adjust as necessary at the prescribed rate of 1" (25mm) per hour
- Add a preventative dose of algaecide as necessary
- Shock the fountain as per label instructions. This treatment restores the sparkle to the fountain water and destroys germs and organic contaminants (can be done once every 2 weeks)
- Check light fixtures

Monthly Fountain Maintenance:

- Test and adjust Calcium Hardness
- Test and adjust for Total Dissolved Solids
- Test the total alkalinity, which should be in the range of 120-150 ppm.
- Chemically clean the filter
- Visually inspect tile, grout, sealant, and other exposed elements of fountain
- Test for salt levels if it is a saltwater fountain
- If it is a concrete, gunite fountain, check for cracks.
- Check the seals in the motor and pump.
- Check overgrown shrubs in areas and report to City representative.

SECTION 3

Invitation for Bids (IFB) No 2019-001

3.0: MINIMUM QUALIFICATION REQUIREMENTS

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

(A) BIDDER SHALL:

- (1) Be regularly engaged in the business of providing the goods and/or services similar in scope and size as described in the Invitation for Bids "Scope of Services" for a minimum of five (5) years. Bidder's experience shall be verified through the customer references provided in the bid response.
- (2) Bidder shall provide proof of active status or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporation.
- (3) Hold and provide an active license with the State of Florida as Certified Pool Operator.

SECTION 4

Invitation for Bids (IFB) No 2019-001

4.0: GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Legal Requirements

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

4.3 Non-Appropriation of Funds

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

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

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

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

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-801 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement."

4.6 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public

work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.7 Resolution of Protests

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

4.8 Determination of Responsiveness

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

4.9 Evaluation of Bids

A. Rejection of Bids

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

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

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

B. Elimination From Consideration

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

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established

- entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
 - 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
 - 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
 - 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
 - 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

4.10 Collusion

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

4.11 Sub-Contractor(s) / Sub-Consultant

A Sub-Contractor is an individual or firm contracted by the Bidder(s) to assist in the performance of services required under this IFB. A Sub-Contractor shall be paid through Bidder(s) and not paid directly by the City. Sub-Contractors are allowed by the City in the performance of the services delineated within this IFB. Bidder(s) shall clearly reflect in its Bid the major Sub-Contractor to be utilized in the performance of required services. The City retains the right to accept or reject any Sub-Contractor proposed prior to Agreement execution. Any and all liabilities regarding the use of a Sub-Contractor shall be borne solely by the Successful Bidder(s) and insurance for each Sub-Contractor must be maintained in good standing and approved by the City throughout the duration of the Agreement. Neither the Successful Bidder(s) nor any of its Sub-Contractors are considered to be employees or agents of the City. Failure to list all major Sub-Contractors and provide the required information may disqualify any proposed Sub-Contractor from performing work under this IFB.

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

4.12 Substitutions for Assigned Personnel

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

4.13 Florida Public Records Law

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

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

the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.14 Purchasing Agreements with Other Government Agencies

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

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

4.15 Protection of Property / Safety Concerns

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

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

4.16 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply additional documentation. Bidder will be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.17 Auditing of Records

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

4.18 One Bid Response

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

4.19 Award of Contract

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

4.19.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following

approval by the city commission and executed Contract. **Neither the Successful Bidder(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor.**

4.20 Background Screenings

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

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

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

4.21 Estimated Quantities

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

4.22 Unit Prices

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

4.23 Continuation of Work

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

SECTION 5

Invitation for Bids (IFB) No. 2019-001

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

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

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

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

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

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

or preparing for such testimony, PROFESSIONAL will reimburse CITY on a per hour basis as follows:

- For the Mayor or City Commissioner: \$300.00 per hour
 - For the City Manager: \$250.00 per hour
 - For an Assistant City Manager or Department Director: \$250.00 per hour
 - For an Assistant Department Director: \$100.00 per hour
 - For City Attorney or Assistant City Attorney: Prevailing market rates
 - For other employees: \$50.00 per hour
- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

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

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

5.6.2 INSURER REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

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

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

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

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

5.6.4.1 **Workers Compensation**

The standard form approved by the State of Jurisdiction

5.6.4.2 **Commercial General Liability**

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

5.6.4.3 **Commercial Auto Liability**

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

5.6.5 **REQUIRED ENDORSEMENTS**

5.6.5.1 **The following endorsements with City approved language**

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

5.6.5.1.2 Waiver of Subrogation on all required coverages

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

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

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

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

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY

5.6.6.1 The following documents must be provided to the City;

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

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

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

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

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

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

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

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

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

Remainder of Page Intentionally Left Blank

SECTION 6

Invitation for Bids (IFB) No 2019-001

6.0: SUBMISSION OF BIDS

6.1 SUBMITTAL INSTRUCTIONS

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

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

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

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

- (1) IFB No. and IFB Title
- (2) Bidder's Name and Return Address
- (3) Submittal Deadline
- (4) Addressed to:

City of Coral Gables
Procurement Division
2800 S.W. 72ND Ave.
Miami, FL 33155

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

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

6.2 BID FORMAT

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

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please insert *additional TABS* on the following sections in the Original Bid Copy: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.
- (f) **References:** Provide a list and description of a minimum of three (3) similar engagements satisfactorily performed in the past five (5) years. For each engagement listed, include the name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. *Note: Do not include work/services performed for the City of Coral Gables or City employees as references.*
- (f) **Bid Price Form:** Complete and submit with bid.
- (g) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
 - (1) **Contractor's Affidavit** - along with **Schedules A through L** as follows:

A - Certificate of Bidder	H - Acknowledgement of Addenda
B - Non Collusion Affidavit	I - Appendix A, 44 C.F.R. Part 18 Certification regarding Lobbying
C - Drug Free Statement	J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
D - Bidders Qualification Statement	K - Federal Grant Funding Special Proposal Cond.
E - Code of Ethics, Conflict of Interest, Code of Silence	L - Work Hours & safety Certification
F - Americans with Disabilities Act (ADA)	
G - Public Entity Crimes	
- (i) **Financial Stability:** After receipt of bids, Bidder may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). Statements shall be certified by an independent Certified Public Accountant.

SECTION 7

Invitation for Bids (IFB) No 2019-001

7.0: BID PRICING

Bidder shall provide pricing as structured within, and as described in the Scope of Work of this IFB.

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

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

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

Pricing submitted may not contain price escalations of any kind.

BID PRICING

Name of Bidder: Chover's Pools inc FEIN: 65-0088081

Note: Monthly fixed price must include all weekly water feature maintenance and repair services as listed on the Scope of Work for each site.

LOCATION	FIXED TOTAL MONTHLY PRICE
Country Club Prado (North, Center, South) (4 fountains)	\$ 250.00
Red Road and Coral Way (North, South) (2 fountains)	\$ 175.00
Alhambra Fountain (North, South, East, West) (4 fountains)	\$ 250.00
De Soto Fountain (1 fountain)	\$ 175.00
Balboa Fountain (3 fountains)	\$ 220.00
Segovia Fountain (1 fountain)	\$ 175.00
Miracle Mile and LeJeune Road (North, South) (4 fountains)	\$ 350.00
Pitman Park (1 fountain)	\$ 175.00
Aragon (North east side) (1 fountain)	\$ 175.00
Ponce Circle Park (1 fountain)	\$ 175.00
Four Horses Fountain (1 fountain)	\$ 200.00
Douglas Road and Miracle Mile (North, South) (2 fountains)	\$ 240.00
Ingraham Park (1 fountain)	\$ 180.00
Museum (west side, South side) (2 fountains)	\$ 240.00
Venetian Pool (2 fountains)	\$ 250.00
Coral Way and Segovia (North west, North East) (4 fountains)	\$ 450.00
Coral Way and Granada (North West, North East, South West, South East) (4 fountains)	\$ 450.00
Coral Way and Columbus (North East, North West, South West, South East) (4 fountains)	\$ 470.00
TOTAL MONTHLY FIXED PRICE	\$ 4,600.00

Standard Labor Cost (Hourly) for Additional Services: \$ 75.00
 (standard labor cost for additional services will not be used to calculate bid award)

SECTION 8

Invitation for Bids (IFB) No 2019-001

8.0 IFB RESPONSE FORMS:

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

- A - Certificate of Bidder
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Cone of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I - Appendix A, 44 C.F.R. Part 18-Certification Regarding Lobbying
- J - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- K - Federal Grant Funding Certification
- L - Work Hours & Safety Certification

CONTRACTOR'S AFFIDAVIT

SUBMITTED TO: City of Coral Gables
Procurement Division
2800 SW 72 Avenue
Miami, Florida 33155

The undersigned acknowledges and understands the information contained in response to this IFB Schedules A through L shall be relied upon by Owner awarding the contract and such information is warranted by Contractor to be true and correct. The discovery of any omission or misstatements that materially affects the Contractor to perform under the contract shall be cause for the City to reject the solicitation submittal, and if necessary, terminate the award and/or contract. I further certify that the undersigned name(s) and official signatures of those persons are authorized as (*Owner, Partner, Officer, Representative or Agent of the Contractor that has submitted the attached Response*). Schedules A through L are subject to Local, State and Federal laws (as applicable); both criminal and civil.

- SCHEDULE A – CERTIFICATE OF BIDDER
- SCHEDULE B – NON-COLLUSION AND CONTINGENT FEE AFFIDAVIT
- SCHEDULE C – DRUG-FREE STATEMENT
- SCHEDULE D – BIDDER'S QUALIFICATION STATEMENT
- SCHEDULE E – CODE OF ETHICS, CONFLICT OF INTEREST, AND CODE OF SILENCE
- SCHEDULE F – AMERICANS WITH DISABILITIES ACT (ADA)
- SCHEDULE G – PUBLIC ENTITY CRIMES
- SCHEDULE H – ACKNOWLEDGEMENT OF ADDENDA
- SCHEDULE I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- SCHEDULE J – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- SCHEDULE K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- SCHEDULE L – WORK HOURS & SAFETY CERTIFICATION

This affidavit is to be furnished to the City of Coral Gables with its IFB response. It is to be filled in, executed by the Contractor and notarized. If the Response is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the Response.

Huberto J. Olivera President 01/17/19
Authorized Name and Signature Title Date

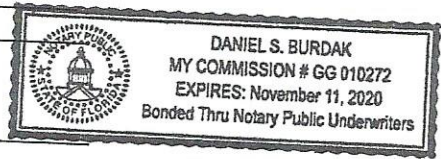
STATE OF Florida

COUNTY OF Miami-Dade

On this 17th day of January, 2019, before me the undersigned Notary Public of the State of Florida, personally appeared Huberto J. Oliver
(Name(s) of individual(s) who appeared before Notary

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

[Signature]
NOTARY PUBLIC, STATE OF _____



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

Personally know to me, or Produced Identification:
[Signature]

NOTARY PUBLIC
SEAL OF OFFICE:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES - CERTIFICATE OF BIDDER

Neither I, nor the firm, hereby represent has:

- a. employed or retained for a commission, percentage brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the Contractor) to solicit or secure this contract.
- b. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the Contractor) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract except as here expressly stated (if any):

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

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

of the Contractor that has submitted the attached Response.

- 2. He/she is fully informed with respect to the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- 3. Said Response is made without any connection or common interest in the profits with any other persons making any Response to this solicitation. Said Response is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Coral Gables is directly or indirectly interested therein. If any relatives of Contractor's officers or employees are employed by the City, indicate name and relationship below.

Name: _____ Relationship: _____

Name: _____ Relationship: _____

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

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

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

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

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

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

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

Company Name: Oliver's Pools Inc
Address: 905 Brickell Bay Dr #626 Miami FL 33131
Street City State Zip Code

Telephone No: 305 310-3396 Fax No: (786) 468-8116 Email: Oliverspoolsinc@aol.com

How many years has your organization been in business under its present name? 31 Years

If Contractor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statue:

N/A

Under what former names has your business operated? : Oliver's Pools Inc

At what address was that business located? 905 Brickell Bay Dr #626 Miami FL 33131

Are You Certified? Yes No If Yes, ATTACH COPY of Certification.
Are You Licensed? Yes No If Yes, ATTACH COPY of License

Has your company or its senior officers ever declared bankruptcy?

Yes No If yes, explain: _____

Please identify each incident within the last five (5) years where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Contractor's rights, remedies or duties under a contract for the same or similar type services to be provided under this IFB:

NONE

Have you ever been debarred or suspended from doing business with any government entity?

Yes No If Yes, explain _____

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

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-1024; AND SEC 2-1027, RESPECTIVELY.

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

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

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

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

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

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

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

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

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

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

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

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[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 subsequent to July 1, 1989.

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

[attach a copy of the final order]

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

SCHEDULE "H" - CITY OF CORAL GABLES - ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bid.

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

SCHEDULE "I" - APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

LOBBYING - 31 U.S.C. 1352, as amended

APPENDIX A, 44 CFR PART 18--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Professional] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Professional, Humberto Obledo, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.



Signature of Professional's Authorized Official

Humberto Obledo
President

Name and Title of Professional's Authorized Official

01/11/19

Date

SCHEDULE "J" – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Humberto S. Oliver

Printed Name and Title of Authorized Representative

[Handwritten Signature]
Signature

01/17/19
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement may be Federally Grant funded in the event of a declared disaster. Proposer certifies that it shall comply with the applicable clauses as enumerated below.

1. **Drug Free Workplace Requirements:** Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D) All proposers entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.
2. **Proposer Compliance:** The proposer shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.
3. **Conflict of Interest:** The proposer must disclose in writing any potential conflict of interest to the city or pass-through entity in accordance with applicable Federal policy.
4. **Mandatory Disclosures:** The proposer must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.
5. **Utilization of Minority and Women Firms (M/WBE):** The proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime proposer will require compliance by all sub-contractor. Prior to contract award, the proposer shall document efforts (see Attachment B) to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractor as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities
6. **Equal Employment Opportunity/Nondiscrimination:** (As per Executive Order 11246) The proposer may not discriminate against any employee or applicant for employment because of age, race, color, creed, sex, disability or national origin. The proposer agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, color, creed, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.
7. **Davis-Bacon Act:** If applicable to this contract, the proposer agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). Proposers are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, proposers must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.
8. **Copeland Anti Kick Back Act:** If applicable to this contract, proposers shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this contract. Proposers are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

9. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each proposer is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
10. **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387)**: as amended—The Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
11. **Debarment and Suspension** (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220 and 2 CFR pt. 300) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The proposer shall certify compliance. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.
12. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352): Proposers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. The proposer shall certify compliance.
13. **Rights to Inventions Made Under a Contract or Agreement**: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. **Procurement of Recovered Materials**: Proposers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Access to Records and Reports:

Proposer will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa City, Okaloosa City Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the proposer's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

16. Record Retention:

Proposer will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

17. Federal Changes: Proposer shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default (Breach or Cause): If a contract is entered into, the Proposer acknowledges that if it fails to perform in the manner called for in the contract, or if the Proposer fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination on the proposer setting forth the manner in which the Proposer is in default. The proposer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

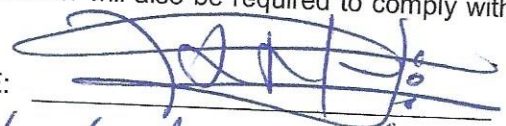
19. Safeguarding Personal Identifiable Information: Proposer will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Energy Policy and Conservation Act (43 U.S.C. §6201): All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above applicable requirements. I further certify that any subcontractor will also be required to comply with the requirements above.

DATE: 01/11/19

SIGNATURE: 

COMPANY: Olvera's Pools Inc

NAME: Humberto J. Olvera

ADDRESS: 905 Buekell Bay
DR. #626

TITLE: President

Miami FL 33131

E-MAIL: Olveraspoolsinc@aim.com

PHONE NO. 305-310-3396

SCHEDULE "L" - CONTRACTOR CERTIFICATION WORK HOURS AND SAFETY STANDARDS
ADDENDUM

This certification is incorporated as part of the contract for Fountain Maintenance Citywide.

The Contractor acknowledges and certifies that in accordance with the mandatory requirement that this provision be set forth in all FEMA related contracts, that it shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. s. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. s. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

More particularly, as set forth in 29 CFR s.5.5(b) which provides the required contract clauses:

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Herberto J. Olvera, hereby certifies that it shall adhere to the Work Hours and Safety Standards regulations throughout the duration of this Contract as set forth above.

Contractor Signature

Date: 01/11/19

SECTION 9

Invitation for Bids (IFB) No 2019-001

9.0: PROFESSIONAL SERVICES AGREEMENT (DRAFT)

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

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

OLIVER'S POOLS, INC. 905 BRICKELL BAY, DR. MIAMI FLORIDA 33131 [TEL:\(305\)310-3396](tel:(305)310-3396)
BAHAMAS TEL :(242) 473-9928

WE ARE LICENSE AND INSURANCE, LICENSE RP0066966 & CC#000018846 W-9 65-0088081 AVELEABLE UPON REQUEST.

REFERENCE LIST

January 17, 2019

To whom it may concern:

City of Hialeah Parks and Recreation Department.
Ken Soler Tel: 786 473 3576 KSOLER@hialeahfl.gov
City of Hialeah
Dept of Parks & Rec.
5501 East 8th Avenue
Hialeah, FL 33013

City of Miami Parks and Recreation Department.
Daniel Lopez Tel: 786 512 9884 daniellopez@miamigov.com
Dept of Park & Recreation
444 SW 9 AVE
MIAMI, FL 33131

City of Hialeah Gardens.
Joe Lopez Tel: 305 331 0361 joelopez@tricitygroup.com
CITY OF HIALEAH GARDENS.
10001 NW 87 AVE.
HIALEAH GARDENS, FL 33016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pillar Group Risk Management
a Div of Dimond Bros Insurance
11708 N. College Ave.
Carmel

CONTACT NAME: Mary Martino

PHONE (A/C, No, Ext): (317) 853-3500

FAX (A/C, No): (317) 853-3501

E-MAIL ADDRESS: mmartino@pillargroup.com

INSURED

Aquatic Renovation Systems, Inc.
RenoSys Corporation
2825 East 55th Place
Indianapolis

IN 46032

IN 46220

INSURER(S) AFFORDING COVERAGE

INSURER A: Amerisure Mutual Insurance Co.

NAIC #

23396

INSURER B: Amerisure Insurance Company

19488

INSURER C: Navigators Insurance

42307

INSURER D: Federal Insurance Company

20281

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19 Master ALLCOV

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GL20883360402	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA20883350401	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CH18EXC733220IV	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC208833404	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Leased/Rented Equipment Installation Floater			06691013ECE	07/01/2018	07/01/2019	\$400,000 per Item/Occ \$1,000 Ded \$250,000 Jobsite/Occ \$250,000 Transit \$250,000 Temp Loc/ \$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Charles Hadley Park

CERTIFICATE HOLDER

Oliver's Pools, Inc; Humberto Oliver
905 Brickell Bay Drive

Miami

FL 33131

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMENTS/REMARKS

Subject to the terms and conditions of the policy, Oliver's Pools, Inc; Humberto Oliver are added as additional insured(s) on the General Liability but only if required by written contract and only with respects to liability arising out of the work performed by or on behalf of the named insured for the Certificate Holder.



JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 6/28/2018

EXPIRATION DATE: 6/27/2020

PERSON: HUMBERTO J OLIVER

EMAIL: OLIVERSPOOLSINC@AIM.COM

FEIN: 650088081

BUSINESS NAME AND ADDRESS:

OLIVER'S POOLS INC


905 BRICKELL BAY DR. #626

MIAMI, FL 33131

SCOPE OF BUSINESS OR TRADE:

Licensed Pool Contractor

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.




CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000018846

OLIVER'S POOLS INC
D.B.A.:

[Signature]
OLIVER HUMBERTO

Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2019



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

000018846

OLIVER'S POOLS INC
D.B.A.:

[Signature]
OLIVER HUMBERTO

Is certified under the provisions of Chapter 10 of Miami-Dade County
VALID FOR CONTRACTING UNTIL 09/30/2018

0009 **QUALIFYING TRADE(S)**
POOL MAINT UNLTD

0055 **QUALIFYING TRADE(S)**
SWIMMING POOL

Jaime D. Gascon, P.E.
Secretary of the Board
[Signature]
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

Julianna H. Salas P.E.
Secretary of the Board
[Signature]
Miami-Dade County retains all property rights herein.

MIAMI-DADE COUNTY

www.miamidade.gov/economy

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



2548239

BUSINESS NAME/LOCATION

OLIVERS POOLS INC
905 BRICKELL BAY DR 626
MIAMI FL 33131

RECEIPT NO.

RENEWAL
2673870

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

OLIVERS POOLS INC

Worker(s) 1

SEC. TYPE OF BUSINESS

196 SPECIALTY BUILDING CONTRACTOR
000018846

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 07/05/2018
CREDITCARD-18-049156

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

Municipal Contractor's Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



**EXPIRES
SEPTEMBER 30, 2019**

Pursuant to County Code
Sec 10-24

CC NO: 000018846

BUSINESS NAME/LOCATION
OLIVERS POOLS INC
905 BRICKELL BAY DR 626
MIAMI, FL 33131

RECEIPT NO.

7552631

OWNER
OLIVERS POOLS INC

TYPE OF BUSINESS
SPECIALTY BUILDING CONTRACTOR

**PAYMENT RECEIVED
BY TAX COLLECTOR**
67.50 10/18/2018
0229-19-000198

Restricted to City of Miami



For more information, visit www.miamidade.gov/taxcollector

RICK SCOTT, GOVERNOR

MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER

RP0066966

The COMMERCIAL POOL/SPA CONTRACTOR
Named below HAS REGISTERED

Under the provisions of Chapter 489 FS.

Expiration date: AUG 31, 2019

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

OLIVER, HUMBERTO JOSE
OLIVER'S POOLS INC.
905 BRICKELL BAY DR. # 626
MIAMI FL 33131



ISSUED: 05/31/2017

DISPLAY AS REQUIRED BY LAW

SEQ # L1705310000760

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Oliver's Pools Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____
 C Corporation
 S Corporation
 Partnership
 Trust/estate

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
905 Brickell Bay DR #626

6 City, state, and ZIP code
Miami Florida 33131

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number									
				-			-		
or									
Employer identification number									
6	5	-	0	0	8	8	0	8	1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶  Date ▶ *01/15/19*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
 If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - Certify that you are not subject to backup withholding, or
 - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

* Oliver's Pools, Inc will keep RECORDS
 of FOUNTAINS FOR BETTER SERVICES
 FOUNTAIN/POOL INFORMATION

Company Name: _____ Date: _____

Job Name: _____

Job Address: _____

Municipality: Dade County Miami Beach Coral Gables
 Other _____

POOL/FOUNTAIN

Pool Depth: _____ to _____ to _____

Pool Overall Dimensions: _____ length _____ width _____ other _____

Pool Interior Finish: _____ FINISH FLOOR ELEVATION: _____

Pool Equipment Location Shown on Plan? Yes No

Water/Sewer Location Shown on Plan? Yes No

Electrical Panel: Amps _____ Existing or Subpanel

Electrical Service: Overhead Underground Other _____

Pool Deck Type: Concrete Pavers By Others _____

Pool Coping Type: _____ Elevation? _____

Deck-Drains: Yes No

Pool Heat Pump: Yes No Salt System [] Yes [] No

Electric HP _____ or

Gas BTU _____ Propane Tank or City

Pool Filter Pump: HP _____

Pool Filter: Square Feet _____ Cartridge DE

Vacuum/line : Yes No Quantity? _____

Pool Light: Watts _____ Quantity? _____ SAM SAL Standard
 Other: _____ LED _____ Nicheless _____

BABY FENCE-----ALARM-----NET-----

SPA

Spa Overall Dimensions: _____ length _____ width _____ other _____

Spa Light: Watts _____ Quantity? _____ SAM SAL Standard LED _____
 Nicheless _____

Spa Filter Pump: HP _____ Raised Spa Height: _____

Spa Jet Pump (optional): HP _____

Number of Hydrotherapy Jets: _____

Number of Spillway Jets: _____ Spillway width: _____ inches

Glass Block: No Yes Bubbler bench: No Yes

Air Blower: No Yes HP _____

Spa Heat Pump: No Yes

Electric HP _____ or

Gas BTU _____ Propane Tank or City

Other: _____