

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



**Request to Qualify  
RTQ No. 2017.02.MS**

**GENERAL AND SPECIALTY TRADE CONTRACTOR SERVICES**

<b>Issue Date:</b>	<b>Monday, February 27, 2017</b>
<b>Submittal Due Date/Time:</b>	<b>Monday, April 3, 2017 @ 1:00 PM</b>
<b>RTQ Conferences:</b>	<b>N/A</b>
<b>Deadline for Written Questions:</b>	<b>Monday, March 13, 2017 @ 5:00 PM</b>
<b>Deadline for Answers:</b>	<b>Monday, March 20, 2017</b>
<b>Hard Copy Submittal Location:</b>	<b>City of Coral Gables Finance Department Procurement Division 2800 SW 72<sup>nd</sup> Avenue Miami, FL 33155</b>
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General and Specialty Trade Contractor Services**

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## **Section 1.0. General Conditions**

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### **1.1. Introduction**

Submitters that receive an award from the City of Coral Gables through the City's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These general terms and conditions are considered non-negotiable.

### **1.2. Acceptance/Rejection**

The City reserves the right to accept or reject any and/or all responses or sections thereof, and waive any informalities or technicalities, and may at its discretion, re-issue this formal solicitation. 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 Submittals 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 Submitter(s) who has previously failed to properly perform under the terms and conditions of a contract, to deliver on time any goods/services to the City, and who is not in a position to perform the requirements defined in this Solicitation.

### **1.3. Acceptance of Goods/Equipment/Work:**

Any goods/equipment/work delivered under this solicitation, if applicable, shall remain the property of the contractor until a physical inspection and actual usage of the goods/equipment/work is made, and thereafter is accepted as satisfactory to the City. Any goods/equipment/work must comply with the terms herein and be fully in accordance with the specifications/scope of services. In the event the goods/equipment/work furnished under this solicitation is found to be defective or does not conform to the specifications/scope of services, the City reserves the right to cancel any resulting contract upon written notice to the Contractor.

### **1.4. Addenda**

It is the submitter's responsibility to ensure receipt of all Addenda. Addenda are available, via Public Purchase, at [www.publicpurchase.com](http://www.publicpurchase.com). Submitters must register via PublicPurchase to ensure receipt of any addendum issued to this solicitation. Failure to acknowledge receipt of an addendum may result in disqualification of submittal.

### **1.5. Additional Information or Clarification**

The Submitter must thoroughly examine each section of this Solicitation. If there is any doubt or obscurity as to the meaning of any part of the Solicitation, the Submitter may request clarification by **WRITTEN REQUEST** via e-mail to [contracts@coralgables.com](mailto:contracts@coralgables.com) or via PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)) prior to the Deadline for Written Questions. E-mails must include the Submitter's name, Solicitation number and title. Interpretations or clarifications in response to such questions will be issued in the form of a **WRITTEN ADDENDUM** which shall be released through PublicPurchase.

No person is authorized to give oral interpretations of, or make oral changes to the Solicitation. 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 solicitation and any addenda issued, the last addendum issued shall prevail. Submitters should not rely on any representations, statements or explanations other than those made in this solicitation or in any written addendum to this Solicitation.

### **1.6. Assignment and Subcontracting**

Contractor agrees not to subcontract, assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any or all of its right, title, or interest herein, without City of Coral Gables' prior written consent. Any assignment, delegation or subcontract without such prior written consent shall be null and void and shall constitute a material breach of the Contract, upon which the City may immediately terminate in accordance with the Default and Termination provision herein.

### **1.7. Submitters Expenditures**

Submitter(s) understand and agree that any expenditure they make in preparation and submittal of Responses or in the performance of any services requested by the City in connection with the

Responses to this Solicitation are exclusively at the expense of the Submitter(s). The City shall not pay or reimburse any expenditure or any other expense incurred by any Submitter in preparation of a Response or anticipation of a contract award or to maintain the approved status of the Successful Submitter(s) if a Contract is awarded.

**1.8. Cancellation**

The City reserves the right to cancel all formal solicitations before its opening/closing. In the event of a cancellation, the Chief Procurement Officer shall notify all prospective submitters and make available a written explanation for the cancellation.

**1.9. Capital Expenditures**

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

**1.10. City Not Liable for Delays**

It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Submitter, any sub-contractor/sub-consultant, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

**1.11. Changes/Alterations**

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

**1.12. Collusion**

The Submitter, by submitting a Response, certifies that its Response is made without previous understanding, agreement or connection either with any person, firm, or corporation submitting a Response for the same services, or with any City Department. The Submitter certifies that its Response is fair, without control, collusion, fraud, or other illegal action. The Submitter 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 Responses where collusion may have occurred.

**1.13. Conflict of Interest, and Unethical Business Prohibitions**

Submitter represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure any resulting Contract and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of the Contract. Contractor further represents that no person employed by the Contractor which exercises any functions or responsibilities in connection with the Contract has any personal financial interests direct or indirect with the City. Contractor further covenants that, in the performance of the Contract, no person having a conflicting interest shall be employed. Any such interests on the part of Contractor or its employees must be disclosed in writing to the City.

The Submitter represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under the Contract shall be immediately disclosed to the City. The Contractor agrees that it will not enter into any agreements during the term of the Contract to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the Contractor, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of the Contract.

The Submitter, by submitting a response, certifies that is aware of the conflict of interest code of the City of Coral Gables, the Conflict of Interest and Code of Ethics of Miami-Dade County, Florida, Section 2-11.1 et seq., and the Ethics Laws of the State of Florida, and agrees that it shall fully comply in all respects with the terms of said laws.

#### **1.14. Compliance with Federal, State and Local Laws**

Contractor understands that contracts between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, records keeping, etc. Contractor, by submitting a response, agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods/equipment/services offered, including but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Sections 287.017 and 287.133(3)(A) on Public Entity Crimes.
- D. The State of Florida Statutes, Section 287.087, on the implementation of a Drug Free work place program.
- E. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- F. Uniform Commercial Code (Florida Statutes, Chapter 672).
- G. (ADA) Americans with Disabilities Act of 1990, as amended; Florida Americans with Disabilities Accessibility Implementation Act of 1993; and Rehabilitation Act of 1973, 229 U.S.C. Section 794 .
- H. Federal Transit Act, as amended, 49 U.S.C. Section 1612
- I. Fair Housing Act as amended, 42 U.S.C. Section 3601- 3631
- J. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- K. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- L. City Procurement Ordinance City Code Section 18, Article III.
- M. Code of Ethics, City Code Section 2-1055.
- N. Conflict of Interest, City Code Section 2-677.
- O. Cone of Silence, City Code Section 2-1059.
- P. Debarment Proceedings, City Code Section 2-952
- Q. Protest Procedures, City Code Section 2-950.
- R. Polystyrene, City Code Section 2-801.
- S. Buy America, City Code Section 2-780.
- T. Sustainability (Green), City Code Section 2-778.
- U. Collusion, City Code Section 2-870.
- V. Lobbying, City Code Section 2-243
- W. The Florida Statutes Sections 218.73 and 218.74 on Prompt Payment.

Lack of knowledge by the submitter will in no way be a cause for relief from responsibility.

Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

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

### 1.15. Cone of Silence

Pursuant to Section 2-1059 of the City of Coral Gables' Municipal Code, a "Cone of Silence" is in effect with respect to this solicitation. The following language is only a summary of the key provisions of the Cone of Silence. Please review City of Coral Gables Code Section 2-1059 for a complete and thorough description of the Cone of Silence, which can be accessed at the City of Coral Gables Procurement Division Website: <http://www.coralgables.com/index.aspx?page=74>

#### A. 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.

#### B. 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.

#### C. Termination:

The cone of silence shall terminate at:

- (1) the time of the City Manager's approval of the award, or
- (2) the time 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.

#### D. 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.

### 1.16. Confidentiality

Subject to the requirements of Chapter 119 of the Florida Statutes, no reports, information, computer programs, documentation, and/or data given to or prepared or assembled by the Contractor under the Contract shall be made available to any individual or organization by the Contractor without prior written approval of the City.

### 1.17. Copyright or Patent Rights

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

### 1.18. Determination of Responsiveness

Each Response will be reviewed by **Procurement** to determine if it is responsive to the submission requirements outlined in the Solicitation. A "responsive" Response is one which meets the requirements of the Solicitation, is submitted in the format outlined in the

Solicitation, is a timely submission, and has the appropriate signature as required on each document.

#### **1.19. Discrepancies, Errors, and Omissions**

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

A. Order of Precedence – Any inconsistency in this formal solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (as applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

#### **1.20. Disqualifications**

The City reserves the right to disqualify Responses before or after the submission date, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Submitter. It also reserves the right to waive any immaterial defect or informality in any Response; to reject any or all Responses in whole or in part, or to reissue a Solicitation.

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

#### **1.21. Entire Contract or Agreement**

The Contract or Agreement consists of this City of Coral Gables Solicitation, Submitter's Response, any issued addenda, and any written agreement (if applicable) entered into by the City of Coral Gables and Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding and representations, if any, made by and between the parties. To the extent that the agreement conflicts with, modifies, alters or changes any of the terms and conditions contained in the Addenda, Formal Solicitation and/or Response, the Addenda, Formal Solicitation and then the Response shall control. This Contract may be modified only by a written agreement signed by the City of Coral Gables and Contractor.

#### **1.22. Evaluation of Responses**

##### **A. Rejection of Responses**

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

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

The foregoing is not an all inclusive list of reasons for which a Response may be rejected. The City may reject and re-advertise for all or any part of the 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.

- 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.

#### **C. Determination of Responsibility**

- 1) Responses will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Solicitation. Submitter 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 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 Submitter, including past performance (experience) with the City or any other governmental entity in making any award.
- 3) The City may require the Submitter(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 Solicitation.
- 4) Acceptance of Offer
- 5) The signed or electronic submission of your solicitation response shall be considered an offer on the part of the submitter; such offer shall be deemed accepted upon issuance by the City of a purchase order.

#### **1.23. Governing Law and Venue**

The validity and effect of any resulting Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of the Contract shall take place in Miami-Dade County, Florida.

#### **1.24. Headings and Terms**

The headings to the various paragraphs of this Solicitation have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the expressed terms and provisions hereof.

#### **1.25. Independent Contractor Hold Harmless Provisions**

The Contractor is engaged as an independent business and agrees to perform the Work in the manner of and as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct itself consistent with such status, that the Contractor will neither hold the City out as, not claim to be an officer or employee of the City for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

The Contractor's Staff Personnel shall not be employees of the City, and the Contractor alone shall be responsible for their work, the direction thereof, and their compensation and benefits of any kind. Nothing in the Contract shall impose any liability or duty on the City on account of its acts, omissions, liabilities or obligations or any person, firm, company, agency association, corporation, or organizations engaged by the Contractor as a(n) expert, consultant, independent contractor, specialist, trainee, employee, servant or agent or for taxes on any nature, including, but not limited to unemployment insurance, worker's compensation and anti-discrimination or work place legislation of any kind and the Contractor hereby agrees to indemnify and hold harmless the City against any such liabilities, even if they arise from actions directed or taken by the City.

**1.26. Insurance**

Pre-qualified contractors shall not commence any performance pursuant to the terms of this solicitation until certification or proof of insurance has been received and approved by the City's Risk Manager or designee.

**1.27. Legal Requirements**

The Submitter 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 Submitter shall in no way be cause for relief from responsibility.

**1.28. Licenses, Permits and Fees**

The pre-qualified contractor shall obtain and pay for all licenses, permits and inspection fees required for an awarded project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated therein. Damages, penalties and or fines imposed on the City or the contractor for failure to obtain required licenses, permits or fines shall be borne by the contractor.

**1.29. Liquidated Damages**

The application of liquidated damages will be determined on a project by project basis, in the City's best interest. If liquidated damages are applicable to a specific project, they will be defined in the subsequent statement of work for that specific project.

Failure to perform on a timely basis shall be cause to enforce liquidated damages, whereby the Pre-qualified contractors shall be subject to charges for liquidated damages for failure to perform on a project, as compensation due the City for loss of enjoyment or real property and land use. The City shall have the right to deduct the said liquidated damages from any amount due or that may become due to the contractor under this Solicitation or to invoice the contractor for such damages if the costs incurred exceed the amount due to the contractor . The Contractor shall also be responsible for all re-procurement costs, if it fails to commence or complete a project, to hire another contractor to perform the required job.

**1.30. Non-discrimination**

The Contractor must be and remain in compliance with all local, state and federal Equal Employment Opportunity (EEO) and American Disabilities Act (ADA) requirements.

It is understood that the Contractor shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or disability.

Contractors, their employees, agents and sub consultants must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of City policies will not be tolerated and are grounds for termination of the Contract without harm to the City or its employees.

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

**1.32. Ownership of Documents**

It is understood by and between the parties that any documents, records, files, or any other

matter whatsoever which is given by the City to the successful Submitter pursuant to this formal solicitation shall at all times remain the property of the City and shall not be used by the Submitter for any other purposes whatsoever without the written consent of the City.

Any and all documents, records, disks, or other information provided by the Submitter pursuant to this solicitation shall become the property of the City for its use and/or distribution as may be deemed appropriate by the City.

### **1.33. 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 Response 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.

### **1.34. Public Records**

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. Submitter 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.

### **1.35. Purchasing Agreements with Other Government Agencies**

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

### **1.36. Resolution of Protests**

Pursuant to Section 2-950 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.

### **1.37. Severability, Survival**

If any provision of the Contract is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of the Contract shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable provision had been severed and deleted.

### **1.38. Sovereign Immunity**

The Submitter acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Submitter against the City other than claims arising out of the Contract. Specifically, the

Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach of contract by the City. The Contractor acknowledges that the contract in no way stops or affects the CITY's exercise of its regulatory authority. In addition, the CITY retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- 1) Claims based upon any alleged breach by the CITY of implied warranties or representations not specifically set forth in the Contract, as the parties stipulate that there are no such implied warranties or representations of the CITY. All obligations of the CITY are only as set forth in the Contract;
- 2) Claims based upon negligence or any tort arising out of the Contract;
- 3) Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, consultants, agents, or any CITY employee;
- 4) Claims based upon an alleged waiver of any of the terms of the Contract unless such waiver is in writing and signed by an authorized representative for the CITY and Contractor.

#### **1.39. Standard of Care**

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the contracted services as is ordinarily provided by a comparable Contractor under similar circumstances and the Contractor shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

- A. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest standards in the field.
- B. The Contractor acknowledges that its selection by the City, in part, is on the basis of the qualifications of particular staff identified in its response to this Solicitation. The Contractor shall ensure that this staff is available for work hereunder as long as the staff is employed by the Contractor. Throughout the term of the contract, the City reserves the right to approve/reject the re-designation of any of the Contractor's staff assigned to the City.

#### **1.40. Submission and Receipt of Responses**

Responses shall be submitted in hardcopy format to the City of Coral Gables, Procurement Division Office, 2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155, at or before, the specified closing date and time as designated in the Solicitation. NO EXCEPTIONS. Submitters are welcome to attend the bid opening; however, no award will be made at that time.

- A. Hardcopy responses shall be enclosed in a sealed envelope, box package. The face of the envelope, box or package must show the hour and date specified for receipt of responses, the solicitation number and title, and the name and return address of the Submitter. Hardcopy responses not submitted on the requisite Response Forms may be rejected. Hardcopy responses received at any other location than the specified shall be deemed non-responsive.
- B. Facsimile responses will not be considered.
- C. Failure to follow these procedures is cause for rejection of submittal.
- D. The responsibility for obtaining and submitting a response on or before the due date is solely and strictly the responsibility of Submitter. The City of Coral Gables is not responsible for delays caused by the United States mail delivery or caused by any other occurrence. Responses received after the solicitation closing date and time will be returned unopened, and will not be considered for award.
- E. Late responses will be rejected.
- F. All responses are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
- G. Modification of responses already submitted will be considered only if received at the City before the time and date set for closing of solicitation responses. All modifications must be

submitted in writing. Once a solicitation closes (closed date and/or time expires), the City will not consider any subsequent submission which alters the responses.

#### **1.41. Successors and Assigns**

The City and the Contractor each binds itself and its partners, successors, assigns, and legal representatives to the other party to the Contract and to its partners, successors, executors, administrators, assigns, and legal representatives. The Contractor shall not assign the Contract without the express written approval of the City via executed amendment.

#### **1.42. Taxes**

The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Contractor. The Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill the contractual obligations with the City, nor shall the Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

#### **1.43. 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 the 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."

#### **1.44. Waiver of Trial by Jury**

The Contractor and City agree to exhaust all administrative remedies before filing a lawsuit in civil court to resolve any dispute arising of the contract. City and contractor hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect of any action, proceeding or counterclaim based upon the contract documents, or arising out of, under, or in connection with, the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of any party.

#### **1.45. Warranty Requirements**

All warranties express and implied, shall be made available to the City for goods and services covered by this Solicitation. Prequalified Contractor(s) shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of three (3) months from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period, regardless of whether the prequalified Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the services received from the prequalified contractor does not constitute a waiver of these warranty provisions.

## **Section 2.0. Special Conditions**

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### **2.1. Purpose**

This Request to Qualify (RTQ) will establish a pool of contractors for future pricing competition for specific projects for general and specialty trade contractor services. Entry into the Pre-qualification Pool is not a contract between the City of Coral Gables and any Submitter, but an acknowledgement that the included contractors meet the qualifications as outlined throughout this RTQ.

The future competition may be conducted by the City through the following processes:

- Work Order Proposal Requests (WOPR): a quality and/or price evaluation with award based on points
- Invitations to Quote (ITQ): award based on the lowest price offered

The City reserves the right to conduct the future competitions using whichever process it determines to be in its best interests.

#### **Definitions:**

Submittal – shall refer to the form submitted in response to this Request to Qualify.

Submitter – shall refer to anyone responding to this Request to Qualify.

### **2.2. Deadline for Written Questions**

Any questions or clarifications concerning this solicitation shall be submitted via e-mail to [contracts@coralgables.com](mailto:contracts@coralgables.com) or via PublicPurchase ([www.publicpurchase.com](http://www.publicpurchase.com)). The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than **Monday, March 13, 2017 @ 5:00 p.m.** All responses to questions will be sent to all prospective submitters in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

### **2.3. Conferences**

Conferences may apply if so defined in the ITQ or WOPR.

### **2.4. Pre-Qualification of Trades Listed**

Submitter must indicate in the Submitter's Acknowledgement and Certification Statement Form of this solicitation, each of the trades you are seeking pre-qualification for. For each trade selected, indicate the license number, and attach a copy with your submittal.

### **2.5. Prices Shall Be Established In Accordance With Each Project**

If a submitter is awarded a subsequent project under this RTQ, the prices offered by the submitter shall be fixed and firm, as further defined in the WOPR or ITQ for that project.

### **2.6. Indemnification and Insurance**

**2.6.1 Indemnification and Hold Harmless.** To the fullest extent permitted by laws and regulations, the Responder who is awarded this solicitation shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses, whether 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 or furnishing of goods and/or services and caused in whole or in part by (i) any willful, intentional, reckless, or negligent act or omission of Responder, any sub-consultant, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, goods, and/or services or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any

negligent act or omission of the City or the City's officers, agents, or employees. The parties express agree that this provision shall be construed broadly, and the Responder's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Responder (or any subconsultant or any person or organization directly or indirectly employed by Responder) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of the work or furnishing of goods and/or services required under this Agreement. Any failure of Responder to comply with the terms of this provision shall be deemed a material breach of this Agreement and may subject Responder to debarment from consideration for future award of city contracts pursuant to Section 2-952(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of this Agreement.

In any and all claims against the City or any of its elected or appointed officials, consultants, agents, or employees by any employee of Responder, 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 Responder 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.

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 Responder awarded this contract 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, Responder 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 Responder or any other party, Responder 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, Responder will reimburse City on a per hour basis as follows:
 

• For the Mayor or City Commissioner:	\$300.00 / hour
• For the City Manager:	\$250.00 / hour
• For an Assistant City Manager or Department Director:	\$250.00 / hour
• For an Assistant Department Director:	\$100.00 / hour
• For City Attorney or Assistant City Attorney:	Prevailing market rates
• For other employees:	\$50.00 / 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.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06 (Chapter 725), Florida Statutes.

**2.6.2. Insurance** - Proof of insurance is not required in order to be pre-qualified under this RTQ. However, pool members must submit for approval, a certificate of insurance meeting the requirements listed in Section 4.0 of this solicitation, in the event of award recommendation, and prior to commencing any work in City property.

## **2.7. Performance Bond**

The requirements for performance bonds for any work issued to submitters who may be prequalified under this RTQ will be for each specific project and detailed in the ITQ or WOPR issued at that time.

## **2.8. Term**

The Pre-qualification Pool will be in effect for an initial term of five (5) years with the option to renew for three (3) additional one (1) year periods, upon City Commission approval, and contingent upon the completion and submittal of all required RTQ documents. The City shall have the right to terminate any contract resulting from this solicitation pursuant to the Termination by Default and Termination by Convenience provisions of this solicitation.

## **2.9. Non-Appropriation of Funds**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under the contract, then the City, upon written notice to Contractor or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular or any project(s) will be awarded to any firm(s).

## **2.10. Qualification Criteria**

Submitters who meet the following minimum qualifications will be deemed to be pre-qualified to participate in future pricing competitions for general and specialty trade contractor services on an as-needed basis. Submitters are required to complete, sign and submit, at time of submittal, the Submitter's Acknowledgement and Certification Statement Form, along with all documents required there under. Failure to do so may constitute grounds for rejection of submittal.

All submitters requesting to be included in the pool must comply with the following requirements:

- A. Submitters must hold and submit with their submittal (and maintain same throughout the duration of any resulting contract) a current valid Certificate for General Contractor or Specialty Trade Contracting, for the specified trade, as issued by:
  - 1) The State of Florida Construction Industry Licensing Board, pursuant to the provisions of Section 489.115 of the Florida Statutes; or
  - 2) The Miami-Dade County Construction Trades Qualifying Board, pursuant to the provisions of Section 10-3(a) of the Dade County Code of Miami-Dade County. Holders of County Certificates of Competency must also hold Certificates of Registration issued by the State of Florida Construction Licensing Board, pursuant to the provisions of Section 489.115 or 489.117 Florida Statutes.

Proof of holding such Certificate shall be submitted with Submittal. Failure to submit such proof at time of Submittal, may result in rejection of the response to this Solicitation.

- B. If the General Contractor or Specialty Trade Contractor is a joint venture, it must be qualified as a separate and distinct entity, as required by the rules of the State of Florida Department

of Professional Regulations (DRP). Joint venture Submitters, if not qualified as stated above, may submit qualifications if they have initiated the process with the Florida Construction Industry Licensing Board and have received a letter from the DRP attesting that they have satisfied the requirements of the DRP pertaining to the Qualifications of Joint Ventures. Such letter must be included at time of Submittal.

**Additionally, Submitter must:**

- 1) Submit a current copy of its Local Business Tax Receipt/Occupational License.
- 2) Be regularly engaged in the business of performing the type of work required in this Solicitation. As such, the Submitter must indicate the number of years in business, the number of employees, equipment available, and other relevant information.
- 3) Provide a contact name, phone number and e-mail address for twenty-four (24) hours, seven (7) days a week, electronic and verbal communication. This person must be available to answer telephone and/or e-mail communications during normal working hours (Monday thru Friday), and an answering machine/service for occasions that an individual is not available. Submitter(s) shall be aware of the possible loss of business due to their unavailability.
- 4) Provide a minimum of two (2) current client references, consisting of existing customers. The references listed must be customers that are currently receiving or have recently received similar services as described in this Solicitation. The references must include the customer's company name, and the name, title, e-mail address, and telephone number of the contact person who can verify that the submitter has successfully provided the services that will be solicited in subsequent quotes and defined in this RTQ. These references shall ascertain to the City's satisfaction that the submitter has sufficient experience and expertise in the industry. It is the responsibility of the submitter to ascertain that the contact person will be responsive should the City choose to contact them.

Submitters shall provide all of the specified information, documents and attachments listed above with their submittal form as proof of compliance to the requirements of this RTQ. The City may, at its sole discretion and in its best interest, allow submitters to complete, supplement or supply the required documents.

It shall be the sole prerogative of the City as to the number of submitters who will be pre-qualified under this RTQ.

During the term of the RTQ, the City reserves the right to add or delete from the established pre-qualification pool as it deems necessary and in its best interest. If the City elects to add to the pre-qualification pool, submitters seeking to pre-qualify must meet the same minimum qualifications established within this RTQ.

**2.11. Procedures for Obtaining Quotes/Estimates from Pre-Qualified Contractors**

When a City Department elects to have Work performed, the City Project Manager, or designee, is to contact the Procurement Division, who may issue a WOPR or an ITQ, specifying all relevant information, including, but not limited to the following

- 1) Location where work is to be performed
- 2) Technical specifications including any design criteria (scope of services/work)
- 3) Design drawings, if available
- 4) Start date for the Work and the completion date
- 5) Logistical constraints that Contractor must conform to in performing the work
- 6) Date and time of site walk-thru prior to bid submission, if required
- 7) Insurance Requirements specific to the work to be performed.
- 8) Performance and Payment Bond, if applicable

- 9) Name of the Project Manager
- 10) Deadline for submission of WOPR or ITQ quotes
- 11) Liquidated damages, if applicable
- 12) Draft PSA, if applicable

The WOPR or ITQ will state the time and place for inspections of the project site, if required or recommended. Except in cases of emergencies or in time of constraints, the City will use reasonable efforts for scheduling such site inspection within forty-eight (48) hours of distribution of the applicable WOPR or ITQ.

The Contractor shall perform the Work pursuant to the prices furnished in response to the WOPR or ITQ, provided the City has accepted the Contractor's pricing. Contractor acknowledges and agrees that the City will accept the Contractor's pricing provided that such pricing is the lowest responsive bid submitted to perform the work.

Written Price Quotations submitted under the WOPR or ITQ shall be irrevocable for a period of sixty (60) days from the WOPR or ITQ submission date.

The City reserves the right to reject any and all bid prices, rebid or cancel any WOPR or ITQ at any time.

### **Emergencies**

When a City Department determines that the Work to be performed is an emergency which affects health, safety or welfare, the City may award Work without obtaining more than one price quotation, subject to approval by the Procurement Division, and the issuance of a Purchase Order.

### **2.12. Limitation of Project**

Limitation of Contracts resulting from this RTQ shall be \$300,000.00 per project, as amended by Florida Statute Section 255.20. A single trade involving electrical work exceeding \$75,000.00, as amended by Florida Statutes Section 255.20, will be competitively awarded through the issuance of another competitively sealed bid or proposal submitted and awarded in response to an invitation for bids, request for proposals, or request for qualifications. The latter two will result in competitive negotiations.

### **2.13. Agreement**

Pre-qualified Contractors selected to provide the service(s) requested herein (the "Successful Submitter(s)") may be required to execute a Contract or a Professional Services Agreement (PSA) on a project by project basis, in the City's best interest.

### **2.14. Labor, Supervision, Materials and Equipment**

The pre-qualified Contractor shall furnish, at his/her own expense, all labor, supervision, equipment, materials, supplies, paper products, and other equipment necessary for satisfactory completion of all the services as specified in each subsequent WOPR or ITQ..

### **2.15. Deliverables**

Deliverables for each project will be specified in each subsequent ITQ or WOPR. All deliverables shall be made in accordance with good commercial practice and all required delivery/work completion timeframes shall be adhered to by the contractor(s); except in such cases where the delivery/work completion will be delayed due to acts of nature, strikes, or other causes beyond the control of the contractor. In these cases, the contractor shall notify the City of the delays in advance of the original deadline date so that a revised delivery/work completion schedule can be appropriately considered by the City.

Should the contractor(s) to whom a purchase order is awarded fail to deliver and/or complete the work in the number of days stated in the ITQ or WOPR, the City reserves the right to cancel the purchase order on a default basis after any back order period that is allowed has elapsed. If the order is so terminated, it is hereby understood and agreed that the City has the authority to

purchase the goods/services elsewhere and to charge the contractor with any re-procurement costs. If the contractor fails to honor these re-procurement costs, the City may terminate its contract for default. The contractor submitter shall be responsible for filing, processing, and collecting all damage claims against the shipper, if applicable.

**2.16. Acceptance of Product/Services by the City**

The products/services to be provided shall be maintained in full compliance with industry standards and in full compliance with the specifications and requirements set forth in the contract and subsequent ITQ or WOPRs. If a contractor-provided product is found to be defective or determined not to meet the specifications and requirements of this RTQ and subsequent ITQ or WOPRs, either prior to acceptance or upon installation, the item will be returned, at contractors' expense, to the contractor. At the City's own option, the contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The submitter shall not assess any additional charges for any conforming action taken by the City under this paragraph.

The specifications and/or statement of work to be contained within subsequent ITQs or WOPRs shall describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the submitter from furnishing, installing or performing such work where required to the satisfactory completion of the project.

**2.17. Labor, Materials, and Equipment Shall Be Supplied By the Submitter**

Unless otherwise provided in Section 3 (entitled "Scope of Services") of this RTQ, or the Scope of Work of any subsequent ITQ or WOPR, the contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City.

**2.18. Clean-Up**

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon completion of work, the contractor shall thoroughly clean up all areas affected by the work performed.

### **Section 3.0. Scope of Services**

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#### **3.1. Scope**

This RTQ is intended to establish a pool of pre-qualified contractors to provide general and specialty trade contractor services for the City of Coral Gables.

Detailed specifications and/or statement of work to be contained within subsequent ITQs or WOPRs shall describe the various functions and classes of work required as necessary for the completion of the project(s).

#### **3.2. Specialty Trade Categories**

The following list includes, but is not limited to, the types of work that is contemplated under contracts resulting from this RTQ. The City reserves the right to add or delete from this list of trade categories, as it deems necessary and in its best interest.

- 1) Air Conditioning/HVAC
- 2) Alarm Monitoring
- 3) Alarm Systems/Entry Systems/Fire Alarms
- 4) Asphalt Sealing (Excluding Roadway Pavements)
- 5) Audio/Visual
- 6) Awning/Shutters
- 7) Boarding-Up & Securing
- 8) Building
- 9) Carpentry/Wood Work
- 10) Carpeting
- 11) Demolition
- 12) Electrical
- 13) Fencing
- 14) Fire Sprinkler System
- 15) Flooring
- 16) General Contractor (GC)
- 17) Glass/Glazing
- 18) Irrigation/Sprinkler System
- 19) Land Clearing & Grubbing Engineering
- 20) Locksmith
- 21) Marine Services
- 22) Mechanical
- 23) Mechanical (Fire Systems)
- 24) Painting/Waterproofing
- 25) Plumbing
- 26) Pump Repairs
- 27) Roofing
- 28) Garage and Industrial Door (Roll-Up Door)
- 29) Swimming Pool
- 30) Tennis/Sports Courts
- 31) Tile
- 32) Water Intrusion
- 33) Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing)

## **Section 4.0. Insurance Requirements**

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Proof of insurance is not required in order to be pre-qualified under this RTQ. However, pool members will be required to submit a certificate of insurance meeting the following requirements for approval, in the event of award recommendation, and prior to commencing any work on City property.

The following insurance requirements are subject to change, on a project by project basis, as further defined in the WOPR or ITQ for that project.

### **4.1. GENERAL CONDITIONS**

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

Consequently, prior to award and in any event prior to commencing work, the Contractor shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured 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 Human Resources Department for review and approval.

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

### **4.2. 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.

#### **4.2.1. TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT**

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

**4.2.1.1.1.** Workers' Compensation - Coverage A  
Statutory Limits (State of Florida or Federal Act)

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

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

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

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

- 4.2.1.2.3. Personal & Advertising Injury Limit - \$1,000,000
- 4.2.1.2.4. General Aggregate Limit - \$2,000,000
- 4.2.1.2.5. Products & Completed Operations Aggregate Limit - \$2,000,000

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

- 4.2.1.3.1. Combined Single Limit (Each Accident) - \$1,000,000
- 4.2.1.3.2. Any Auto (Symbol 1)
- 4.2.1.3.3. Hired Autos (Symbol 8)
- 4.2.1.3.4. Non-Owned Autos (Symbol 9)

**4.2.1.4. Installation Floater or Builder's Risk** in the amount of the project. Such insurance shall add the City of Coral Gables as a Loss payee.

#### **4.2.2. MINIMUM COVERAGE FORM (SHALL BE AT LEAST AS BROAD AS):**

##### **4.2.2.1. Workers Compensation**

The standard form approved by the State of Jurisdiction.

##### **4.2.2.2. 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.

##### **4.2.2.3. Commercial Auto Liability**

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

##### **4.2.2.4. Property Insurance**

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

#### **4.2.3. REQUIRED ENDORSEMENTS**

##### **4.2.3.1. The following endorsements with City approved language**

- 4.2.3.1.1. Additional insured status provided on a primary & non-contributory basis for general and auto liability.
- 4.2.3.1.2. Waiver of Subrogation for all applicable coverages: general, auto liability and workers compensation
- 4.2.3.1.3. 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

P.O. Box 100085 – CE  
Duluth, GA 30096

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

**4.2.3.3. The City of Coral Gables shall be named as a Loss Payee Endorsement for Builder’s Risk / Installation Floater.**

#### **4.2.4. HOW TO EVIDENCE COVERAGE TO THE CITY**

**4.2.4.1. The following documents must be provided to the City;**

**4.2.4.1.1. A Certificate of Insurance containing the following information:**

**4.2.4.1.1.1. Issued to entity contracting with the City**

**4.2.4.1.1.2. Evidencing the appropriate Coverage**

**4.2.4.1.1.3. Evidencing the required Limits of Liability required**

**4.2.4.1.1.4. Evidencing that coverage is currently in force**

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

A copy of each endorsement that is required by the City

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

**4.2.4.3. 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.**

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

#### **4.2.5. WAIVER OF INSURANCE REQUIREMENTS**

Should a Proposer not be able to comply with any insurance requirement, for any reason, the Proposer 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.

Proposers 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](mailto:cityofcoralgables@ebix.com) and copy to [druiz@coralgables.com](mailto:druiz@coralgables.com). The **Certificate Holder** section of the Certificate of Insurance **should read as follows:**

City of Coral Gables  
Insurance Compliance  
P.O. Box 100085 – CE  
Duluth, GA 30096

Should you require assistance, please reach out to **EBIX - “Contact Us”** found at the end of this section.

**Section 5.0. Response Forms**

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**Request to Qualify No. 2017.02.MS****General and Specialty Trade Contractor Services**

COMPANY NAME: (Please Print): _____
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**SUBMITTAL CHECKLIST****BEFORE SUBMITTING YOUR RESPONSE, MAKE SURE YOU:**

- 1. Carefully read and have a clear understanding of the Solicitation, including the General Conditions, Special Conditions and the Scope of Services.
- 2. Complete, sign, and include the Submitter's Acknowledgement and Certification Statement Form.
- 3. Ensure that verifiable information/documentation evidencing compliance with the Minimum Qualifications Requirements, is included with your submittal.
- 4. Prepare and submit One (1) original response and two (2) photocopies with one (1) digital copy on a CD or flash drive.
- 5. Clearly mark the following on the outside of your submittal package: Solicitation Number, Solicitation Title, Submitter's Name and Return Address, Submittal Deadline Date and Time.
- 6. Make sure your Response is submitted prior to the submittal deadline. **Late responses will not be accepted.**

FAILURE TO SUBMIT THIS CHECKLIST AND THE REQUESTED DOCUMENTATION MAY RENDER YOUR SUBMITTAL NON-RESPONSIVE AND CONSTITUTE GROUNDS FOR REJECTION. THIS PAGE IS TO BE RETURNED WITH YOUR RESPONSE PACKAGE.



**CITY OF CORAL GABLES, FL**  
2800 SW 72<sup>nd</sup> Avenue, Miami, FL 33155  
Finance Department / Procurement Division  
Tel: 305-460-5102 / Fax: 305-261-1601

**SUBMITTER'S ACKNOWLEDGEMENT AND CERTIFICATION STATEMENT**

**Request to Qualify No 2017.02.MS**

Return signed original and retain a copy for your files. The City reserves the right to accept or reject all or any part of this submission. Sealed responses are to remain valid for at least 120 calendar days. Submittals received after the specified date and time will be returned unopened.

**We (I) certify that we have read this solicitation, completed the necessary documents, and propose to furnish and deliver, the goods/services specified herein.**

**We (I) certify that any and all information contained in this submission is true and correct; and the discovery of any omission or misstatements that materially affects the Submitter 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. We (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the Submitter.**

SUBMITTER'S NAME: \_\_\_\_\_

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

EMAIL: \_\_\_\_\_ PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS SUBMITTAL

**Certifications**

1. Legal Company Name (include d/b/a if applicable):  

---
2. Federal Tax Identification Number:  

---
3. Company Operating Address:  

---
4. Entity Type: Partnership, Sole Proprietorship, Corporation, etc.  

---
5. Date Incorporated/Organized/Established:  

---
6. State Incorporated/Organized/Established:  

---
7. Number of employees available to perform under the contract:  

---
8. List of equipment available to perform under the contract:  

---
9. Contact Person, telephone, fax, and e-mail address for twenty-four (24) hours, seven (7) days a week, electronic and/or verbal communication:  

---
10. Local Business Tax Receipt/Occupational License Number and Expiration, if applicable: (License to conduct and operate business). Copy must be provided with submittal.  

---
11. Occupational License Issuing Agency:  

---
12. State of Florida Contractor's License Number, if applicable. Copy must be provided with submittal.  

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13. Miami Dade County Certificate of Competency Number, if applicable. Copy of the front and back of the card must be provided with submittal.  

---
14. State of Florida Registration Number for holders of Miami Dade County Contractors Certificates (copy must be provided with submittal):  

---

15. Select from the list below, those specialty trade categories you are seeking pre-qualification for. The license number must be indicated, and a copy of the license(s) for each category selected must accompany your submittal. Pre-qualification for a specific category will only be granted if a copy of the required license is included with your submittal.

<input type="checkbox"/> Air Conditioning/HVAC License No. _____
<input type="checkbox"/> Alarm Monitoring License No. _____
<input type="checkbox"/> Alarm Systems/Entry Systems/Fire Alarms License No. _____
<input type="checkbox"/> Asphalt Sealing (Excluding Roadway Pavements) License No. _____
<input type="checkbox"/> Audio/Visual License No. _____
<input type="checkbox"/> Awning/Shutters License No. _____
<input type="checkbox"/> Boarding-Up & Securing License No. _____
<input type="checkbox"/> Building License No. _____
<input type="checkbox"/> Carpentry/Wood Work License No. _____
<input type="checkbox"/> Carpeting License No. _____
<input type="checkbox"/> Demolition License No. _____
<input type="checkbox"/> Electrical License No. _____
<input type="checkbox"/> Fencing License No. _____
<input type="checkbox"/> Fire Sprinkler System License No. _____
<input type="checkbox"/> Flooring License No. _____
<input type="checkbox"/> General Contractor (GC) License No. _____
<input type="checkbox"/> Glass/Glazing License No. _____

<input type="checkbox"/> Irrigation/Sprinkler System License No. _____
<input type="checkbox"/> Land Clearing & Grubbing License No. _____
<input type="checkbox"/> Locksmith License No. _____
<input type="checkbox"/> Marine Services License No. _____
<input type="checkbox"/> Mechanical License No. _____
<input type="checkbox"/> Mechanical (Fire Systems) License No. _____
<input type="checkbox"/> Painting/Waterproofing License No. _____
<input type="checkbox"/> Plumbing License No. _____
<input type="checkbox"/> Pump Repairs License No. _____
<input type="checkbox"/> Roofing License No. _____
<input type="checkbox"/> Garage & Industrial Door (Roll-Up Door) License No. _____
<input type="checkbox"/> Swimming Pool License No. _____
<input type="checkbox"/> Tennis/Sports Courts License No. _____
<input type="checkbox"/> Tile License No. _____
<input type="checkbox"/> Water Intrusion License No. _____
<input type="checkbox"/> Welding (Heli-arc, Mig/Tig, Oxygen/Acetylene, Brazing) License No. _____
<input type="checkbox"/> Other. Specify: _____ License No. _____

16. Please identify two (2) client references, not older than one (1) year, to which submitter has or is currently providing similar services as described in this Solicitation.

Client Company Name: \_\_\_\_\_  
Contact Person Name & Title: \_\_\_\_\_  
Contact Person Phone & Email Address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Summary of Work: \_\_\_\_\_

Client Company Name: \_\_\_\_\_  
Contact Person Name & Title: \_\_\_\_\_  
Contact Person Phone & Email Address: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Summary of Work: \_\_\_\_\_

17. Has your business or its senior officers ever declared bankruptcy? Yes or No

\_\_\_\_\_

18. If the above answer is Yes, please explain:

\_\_\_\_\_

19. 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 Submitter's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation:

\_\_\_\_\_

20. Has the Submitter, its principals, officers or predecessor organization(s) ever been debarred or suspended from doing business with any government entity? Yes or No

\_\_\_\_\_

21. If the above answer is Yes, please explain:

\_\_\_\_\_

22. List the addendum number and date of receipt (i.e. Addendum No. 1, 7/1/07). If no addendum/addenda was/were issued, please insert N/A.

\_\_\_\_\_