



**CITY OF SOUTH MIAMI**

**Downtown Business District LED Lighting**

**Proposal Due Date: 10 AM, November 6, 2014**

**RFP #PW2014-11**

**Solicitation Cover Letter**

The City of South Miami, Florida (hereinafter referred to as "CSM") through its chief executive officer (City Manager) hereby solicits sealed proposals responsive to the City's request (hereinafter referred to as "Request for Proposals" or "RFP"). All references in this Solicitation (also referred to as an "Invitation for Proposals" or "Invitation to Bid") to "City" shall be a reference to the City Manager, or the manager's designee, for the City of South Miami unless otherwise specifically defined.

The City is hereby requesting sealed proposals in response to this **RFP #PW2014-11** titled **Downtown Business District LED Lighting**. The purpose of this RFP is to contract for the services necessary for the completion of the project in accordance with the scope of services and the plans and/or specifications, if any, described in this RFP (hereinafter referred to as "the Project" or "Project")

Interested persons who wish to respond to this RFP can obtain the complete RFP package at the City Clerk's office Monday through Friday from 9:00 A.M. to 4:00 P.M. or by accessing the following webpage: <http://www.southmiamifl.gov/> which is the City of South Miami's web address for solicitation information. Proposals are subject to the Standard Terms and Conditions contained in the complete RFP Package, including all documents listed in the RFP Table of Contents.

The Proposal Package shall consist of one (1) original unbound proposal, two( 2 ) additional copies and one (1) digital (or comparable medium including Flash Drive, DVD or CD) copy all of which shall be delivered to the Office of the City Clerk located at South Miami City Hall, 6130 Sunset Drive, South Miami, Florida 33143. The entire Proposal Package shall be enclosed in a sealed envelope or container and shall have the following Envelope Information clearly printed or written on the exterior of the envelope or container in which the sealed proposal is delivered: the title of this RFP, as follows **Downtown Business District LED Lighting Project, RFP #PW2014-11** and the name of the Proposer (also referred to as "Respondent"). Special envelopes such as those provided by UPS or Federal Express will not be opened unless they contain the required Envelope Information on the front or back of the envelope. Sealed Proposals must be received by Office of the City Clerk, either by mail or hand delivery, no later than **10 A.M. local time on November 6, 2014**. A public opening will take place at 10 A.M. on the same date in the City Commission Chambers located at City Hall, 6130 Sunset Drive, South Miami 33143. Any Proposal received after 10 A.M. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the person submitting the proposal and in favor of the Clerk's receipt stamp.

**A Mandatory Pre-Proposal Meeting will be conducted at City Hall in the Commission Chambers on October 28, 2014 at 10:00 A.M.** The conference shall be held regardless of weather conditions. Proposals are subject to the terms, conditions and provisions of this letter as well as to those provisions, terms, conditions, affidavits and documents contained in this RFP Package. The City reserves the right to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or RFP procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price or, if the scope of the work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

Maria M. Menendez, CMC  
City Clerk, City of South Miami

**SCOPE OF SERVICES and SCHEDULE OF VALUE**

The Scope of Services and the Schedule of Values, if any, are set forth in the attached **Exhibit I**

END OF SECTION

## SCHEDULE OF EVENTS

<b>No</b>	<b>Event</b>	<b>Date*</b>	<b>Time* (EST)</b>
1	Advertisement/ Distribution of Solicitation & Cone of Silence begins	10/14/2014	4:00 PM
2	<b>Mandatory Pre-RFP Meeting</b>	<b>10/28/2014</b>	<b>10:00 AM</b>
3	Deadline to Submit Questions	10/31/2014	10:00 AM
4	Deadline to City Responses to Questions	11/03/2014	10:00 AM
5	<b>Deadline to Submit RFP-Response</b>	<b>11/06/2014</b>	<b>10:00 AM</b>
6	Announcement of selected Contractor/Cone of Silence ends	11/18/2014	7:00 PM

END OF SECTION

## INSTRUCTIONS for RESPONDENT

IT IS THE RESPONSIBILITY OF THE RESPONDENT TO THE SOLICITATION TO ENSURE THAT THE RESPONSE TO THE SOLICITATION (HEREINAFTER ALSO REFERRED TO AS THE "PROPOSAL" THROUGHOUT THE CONTRACT DOCUMENTS) REACHES THE CITY CLERK ON OR BEFORE THE CLOSING HOUR AND DATE STATED ON THE RFP FORM.

1. Purpose of RFP. The City of South Miami is requesting proposals for the lowest and most responsive price for the Project. The City reserves the right to award the contract to the Respondent whose proposal is found to be in the best interests of the City.
2. Qualification of Proposing Firm. Response submittals to this RFP will be considered from firms normally engaged in providing the services requested. The proposing firm must demonstrate adequate experience, organization, offices, equipment and personnel to ensure prompt and efficient service to the City of South Miami. The City reserves the right, before recommending any award, to inspect the offices and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions. The City of South Miami will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject all response submittals to this RFP where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.
3. Deviations from Specifications. The awarded firm shall clearly indicate, as applicable, all areas in which the services proposed do not fully comply with the requirements of this RFP. The decision as to whether an item fully complies with the stated requirements rests solely with the City of South Miami.
4. Designated Contact. The awarded firm shall appoint a person to act as a primary contact with the City of South Miami. This person or back-up shall be readily available during normal work hours by phone, email, or in person, and shall be knowledgeable of the terms of the contract.
5. Precedence of Conditions. The proposing firm, by virtue of submitting a response, agrees that City's General Provisions, Terms and Conditions herein will take precedence over any terms and conditions submitted with the response, either appearing separately as an attachment or included within the Proposal. The Contract Documents have been listed below in order of precedence, with the one having the most precedence being at the top of the list and the remaining documents in descending order of precedence. This order of precedence shall apply, unless otherwise specified in the Contract or General Conditions to the Contract:
  - a) Addenda to RFP
  - b) Attachments/Exhibits to RFP
  - c) RFP
  - d) Attachments/Exhibits to Special or supplementary conditions to Contract
  - e) Special or supplementary conditions to Contract
  - f) Attachment/Exhibits to Contract
  - g) Contract
  - h) General Conditions to Contract
  - i) Proposal
6. Response Withdrawal. After Proposals are opened, corrections or modifications to Proposals are not permitted, but the City may allow the proposing firm to withdraw an erroneous Proposal prior to the confirmation of the proposal award by City Commission, if all of the following is established:
  - a) The proposing firm acted in good faith in submitting the response;
  - b) The error was not the result of gross negligence or willful inattention on the part of the firm;
  - c) The error was discovered and communicated to the City within twenty-four (24) hours (not including Saturday, Sunday or a legal holiday) of opening the proposals received, along with a request for permission to withdraw the firm's Proposal; and
  - d) The firm submits an explanation in writing, signed under penalty of perjury, stating how the error was made and delivers adequate documentation to the City to support the explanation and to show that the error was not the result of gross negligence or willful inattention nor made in bad faith.
7. The terms, provisions, conditions and definitions contained in the Solicitation Cover Letter shall apply to these instructions to Respondents and they are hereby adopted and made a part hereof by reference.
8. Any questions concerning the Solicitation or any required need for clarification must be made in writing, by **10 AM, October, 31, 2014 to the attention of Steven P. Kulick at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov) or via facsimile at (305) 663-6346.**

9. The issuance of a written addendum is the only official method whereby interpretation and/or clarification of information can be given. Interpretations or clarifications, considered necessary by the City in response to such questions, shall be issued by a written addendum to the RFP Package (also known as "RFP Specifications" or "RFP") by U.S. mail or other delivery method convenient to the City and the City will notify all prospective firms via the City's website.
10. Verbal interpretations or clarifications shall be without legal effect. No plea by a Respondent of ignorance or the need for additional information shall exempt a Respondent from submitting the Proposal on the required date and time as set forth in the public notice.
11. Cone of Silence: You are hereby advised that this Request for Proposals is subject to the "Cone of Silence," in accordance with Miami-Dade County Ordinance Nos. 98106 and 99-1. From the time of advertising until the City Manager issues his recommendation, there is a prohibition on verbal communication with the City's professional staff. All written communication must comply with the requirements of the Cone of Silence. The Cone of Silence does not apply to verbal communications at pre-proposal conferences, verbal presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the City Commission during any duly notice public meeting, contract negotiations with the staff following the City Manager's written recommendation for the award of the contract, or communications in writing at any time with any City employee, official or member of the City Commission unless specifically prohibited. A copy of all written communications must be contemporaneously filed with the City Manager and City Clerk
12. Violation of these provisions by any particular Respondent or proposer shall render any recommendation for the award of the contract or the contract awarded to said Respondent or proposer voidable, and, in such event, said Respondent or proposer shall not be considered for any Solicitation for a proposal, for qualifications, for a letter of interest or bid concerning any contract for the provision of goods or services for a period of one year. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
13. Lobbying. All firms and their agents who intend to submit, or who submitted, bids or responses for this RFP, are hereby placed on formal notice that neither City Commissioners, candidates for City Commissioner or any employee of the City of South Miami are to be lobbied either individually or collectively concerning this RFP. Contact shall only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing Division, which are for the purposes of obtaining additional or clarifying information.
14. Reservation of Right. The City anticipates awarding one contract for services as a result of this RFP and the successful firm will be requested to enter into negotiations to produce a contract for the Project. The City, however, reserves the right, in its sole discretion, to do any of the following:
  - a) to reject any and all submitted Responses and to further define or limit the scope of the award.
  - b) to waive minor irregularities in the responses or in the procedure required by the RFP documents.
  - c) to request additional information from firms as deemed necessary.
  - d) to make an award without discussion or after limited negotiations. It is, therefore, important that all the parts of the Request for Proposal be completed in all respects.
  - e) to negotiate modifications to the Proposal that it deems acceptable.
  - f) to terminate negotiations in the event the City deems progress towards a contract to be insufficient and to proceed to negotiate with the Respondent who made the next best Proposal. The City reserves the right to proceed in this manner until it has negotiated a contract that is satisfactory to the City.
  - g) To modify the Contract Documents. The terms of the Contract Documents are general and not necessarily specific to the Solicitation. It is therefore anticipated that the City may modify these documents to fit the specific project or work in question and the Respondent, by making a Proposal, agrees to such modifications and to be bound by such modified documents.
  - h) to cancel, in whole or part, any invitation for Proposals when it is in the best interest of the City.
  - i) to award the Project to the person with the lowest, most responsive, responsible Proposal, as determined by the City.
  - j) to award the Project, and execute a contract with a Respondent or Respondents, other than to one who provided the lowest Proposal Price.
  - k) if the scope of the work is divided into distinct subdivisions, to award each subdivision to a separate Respondent.

15. **Contingent Fees Prohibited.** The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
16. **Public Entity Crimes.** A person or affiliate of the Respondent who has been placed on the convicted vendor list pursuant to Chapter 287 following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services, or a contract for construction or repair of a public building, may not submit proposals on leases of real property to or with the City of South Miami, may not be awarded a contract to perform work as a CONTRACTOR, Sub-contractor, supplier, Sub-consultant, or consultant under a contract with the City of South Miami, and may not transact business with the City of South Miami for a period of 36 months from the date of being placed on the convicted vendor list.
17. Respondents shall use the Proposal Form(s) furnished by the City. All erasures and corrections must have the initials of the Respondent's authorized representative in blue ink at the location of each and every erasure and correction. Proposals shall be signed using blue ink; all quotations shall be typewritten or printed with blue ink. All spaces shall be filled in with the requested information or the phrase "not applicable" or "NA". The proposal shall be delivered on or before the date and time, and at the place and in such manner as set forth in the Solicitation Cover Letter. Failure to do so may cause the Proposal to be rejected. Failure to include any of the Proposal Forms may invalidate the Proposal. Respondent shall deliver to the City, as part of its Proposal, the following documents:
  - a) The Invitation for Proposal and Instructions to Respondents.
  - b) A copy of all issued addenda.
  - c) The completed Proposal Form fully executed.
  - d) Proposal/Bid Bond, (Bond or cashier's check), if required, attached to the Proposal Form.
  - e) Certificates of Competency as well as all applicable State, County and City Licenses held by Respondent
  - f) Certificate of Insurance and/or Letter of Insurability.
18. **Goods:** If goods are to be provided pursuant to this RFP the following applies:
  - a) **Brand Names:** If a brand name, make, manufacturer's trade name, or vendor catalog number is mentioned in this Solicitation, whether or not followed by the words "approved equal", it is for the purpose of establishing a grade or quality of material only. Respondent may offer goods that are equal to the goods described in this Solicitation with appropriate identification, samples and/or specifications for such item(s). The City shall be the sole judge concerning the merits of items proposed as equals.
  - b) **Pricing:** Prices should be stated in units of quantity specified in the Proposal Form. In case of a discrepancy, the City reserves the right to make the final determination at the lowest net cost to the City.
  - c) **Mistake:** In the event that unit prices are part of the Proposal and if there is a discrepancy between the unit price(s) and the extended price(s), the unit price(s) shall prevail and the extended price(s) shall be adjusted to coincide. Respondents are responsible for checking their calculations. Failure to do so shall be at the Respondent's risk, and errors shall not release the Respondent from his/her or its responsibility as noted herein.
  - d) **Samples:** Samples of items, when required, must be furnished by the Respondent free of charge to the City. Each individual sample must be labeled with the Respondent's name and manufacturer's brand name and delivered by it within ten (10) calendar days of the Proposal opening unless schedule indicates a different time. If samples are requested subsequent to the Proposal opening, they shall be delivered within ten (10) calendar days of the request. The City shall not be responsible for the return of samples.
  - e) Respondent warrants by signature on the Proposal Form that prices quoted here are in conformity with the latest Federal Price Guidelines.
  - f) **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Proposal prior to their delivery, it shall be the responsibility of the successful Respondent to notify the City at once, indicating in its letter the specific regulation which required an alteration. The City of South Miami reserves the right to accept any such alteration, including any price

- adjustments occasioned thereby, or to cancel all or any portion of the Contract, at the sole discretion of the City and at no further expense to the City with thirty (30) days advanced notice.
- g) Respondent warrants that the prices, terms and conditions quoted in the Proposal shall be firm for a period of one hundred eighty (180) calendar days from the date of the Proposal opening unless otherwise stated in the Proposal Form. Incomplete, unresponsive, irresponsible, vague, or ambiguous responses to the Invitations for Proposals shall be cause for rejection, as determined by the City.
  - h) Safety Standards: The Respondent warrants that the product(s) to be supplied to the City conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) and its amendments. Proposals must be accompanied by a Materials Data Safety Sheet (M.S.D.S) when applicable.
19. Liability, Licenses & Permits: The successful Respondent shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, and inspections required by this RFP and as required by law. The Respondent shall be liable for any damages or loss to the City occasioned by the negligence of the Respondent (or its agent or employees) or any person acting for or through the Respondent. Respondents shall furnish a certified copy of all licenses, Certificates of Competency or other licensing requirement necessary to practice their profession and applicable to the work to be performed as required by Florida Statutes, the Florida Building Code, Miami-Dade County Code or City of South Miami Code. These documents shall be furnished to the City as part of the Proposal. Failure to have obtained the required licenses and certifications or to furnish these documents shall be grounds for rejecting the Proposal and forfeiture of the Proposal/Bid Bond, if required for this Project.
20. Respondent shall comply with the City's insurance requirements as set forth in the attached **Exhibit 2** or, if applicable, the General Conditions to the Contract:  
prior to issuance of any Contract(s) or Award(s) If a recommendation for award of the contract, or an award of the contract is made before compliance with this provision, the failure to fully and satisfactorily comply with the City's bonding, if required for this project, and insurance requirements as set forth herein shall authorize the City to implement a rescission of the Proposal Award or rescission of the recommendation for award of contract without further City action. The Respondent, by submitting a Proposal, thereby agrees to hold the City harmless and agrees to indemnify the City and covenants not to sue the City by virtue of such rescission.
21. Copyrights and/or Patent Rights: Respondent warrants that as to the manufacturing, producing or selling of goods intended to be shipped or ordered by the Respondent pursuant to this Proposal, there has not been, nor will there be, any infringement of copyrights or patent rights. The Respondent agrees to indemnify City from any and all liability, loss or expense occasioned by any such violation or infringement.
22. Execution of Contract: The Respondent to this RFP acknowledges that by submitting a response or a proposal, Respondent agrees to the terms of the form contract and to the terms of the general conditions to the contract, both of which are part of this RFP package and agrees that Respondent's signature on the response to this RFP grants to the City the authority, on the Respondent's behalf, to insert, into any blank spaces in the contract documents, information obtained from the proposal and the Respondent's signature shall also be treated, for all purposes, including the enforcement of all of the terms and conditions of the contract, as the Respondent's signature on the contract, after the appropriate information has been inserted.
23. Evaluation of Proposals: The City, at its sole discretion, reserves the right to inspect the facilities of any or all Respondents to determine its capability to meet the requirements of the Contract. In addition, the price, responsibility and responsiveness of the Respondent, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.
24. Drug Free Workplace: Failure to provide proof of compliance with Florida Statute Section 287.087, as amended, when requested shall be cause for rejection of the Proposal as determined by the City.
25. Public Entity Crimes: A person or affiliate who was placed on the Convicted Vendors List following a conviction for a public entity crime may not submit a response on a contract to provide any services to a public entity, may not submit RFP on leases of real property to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for a period of 36 months from the date of being placed on the Convicted Vendors List.
26. Contingent Fees Prohibited: The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company,

- corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.
27. **Hold Harmless:** All Respondents shall hold the City, its officials and employees harmless and covenant not to sue the City, its officials and employees in reference to its decisions to reject, award, or not award a contract, as applicable, unless the claim is based solely on allegations of fraud and/or collusion. The submission of a proposal shall act as an agreement by the Respondent that the Proposal/Bid Bond, if required for this project, shall not be released until and unless the Respondent waives any and all claims that the Respondent may have against the City that arise out of this RFP process or until a judgment is entered in the Respondent's favor in any suit filed which concerns this proposal process. In any such suit, the prevailing party shall recover its attorney's fees, court costs as well as expenses associated with the litigation. In the event that fees, court costs and expenses associated with the litigation are awarded to the City, the Proposal/Bid Bond, if required for this project, shall be applied to the payment of those costs and any balance shall be paid by the Respondent.
  28. **Cancellation:** Failure on the part of the Respondent to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award or termination of the contract.
  29. **Bonding Requirements:** The Respondent, in submitting this Proposal, shall include a Proposal/Bid Bond, if required for this project, in the amount of 5% of the total amount of the base Proposal on the Proposal/Bid Bond Form included herein. A company or personal check shall not be deemed a valid Proposal Security.
  30. **Performance and Payment Bond:** The City of South Miami may require the successful Respondent to furnish a Performance Bond and Payment Bond, each, in the amount of 100% of the total Proposal Price, including Alternates if any, naming the City of South Miami as the obligee, as security for the faithful performance of the Contract and for the payment of all persons or entities performing labor, services and/or furnishing materials in connection herewith. The bonds shall be with a surety company authorized to do business in the State of Florida.
    - 30.1. Each Performance Bond shall be in the amount of one hundred percent (100%) of the Contract Price guaranteeing to CITY the completion and performance of the Work covered in the Contract Documents.
    - 30.2. Each Performance Bond shall continue in effect for five year after final completion and acceptance of the Work with the liability equal to one hundred percent (100%) of the Contract Sum.
    - 30.3. Each Payment bond shall guarantee the full payment of all suppliers, material man, laborers, or Subcontractor employed pursuant to this Project.
    - 30.4. Each Bond shall be with a Surety company whose qualifications meet the requirements of insurance companies as set forth in the insurance requirements of this solicitation.
    - 30.5. Pursuant to the requirements of Section 255.05, Florida Statutes, Respondent shall ensure that the Bond(s) referenced above shall be recorded in the public records of Miami-Dade County and provide CITY with evidence of such recording.
    - 30.6. The surety company shall hold a current certificate of authority as acceptable surety on federal bonds in accordance with the United States Department of Treasury Circular 570, current revisions.
  31. **Proposal Guarantee:** The successful Respondent, within ten (10) calendar days of Notice of Award by the City, shall execute the Contract and other Contract Documents that provide for the Respondent's signature, and deliver to the City the required insurance documentation as well as a Performance and Payment Bond if these bonds are required. The Respondent who has the Contract awarded to it and who fails to execute the Contract and furnish the required Bonds and Insurance Documents within the specified time shall, at the City's option, forfeit the Proposal/Bid Bond/Security that accompanied the Proposal, and the Proposal/Bid Bond/Security shall be retained as liquidated damages by the City. It is agreed that if the City accepts payment from the Proposal/Bid Bond, that this sum is a fair estimate of the amount of damages the City will sustain in case the Respondent fails to sign the Contract Documents or fails to furnish the required Bonds and Insurance documentation. If the City does not accept the Proposal/Bid Bond, the City may proceed to sue for breach of contract if the Respondent fails to perform in accordance with the Contract Documents. Proposal/Bid Bond/Security deposited in the form of a cashier's check drawn on a local bank in good standing shall be subject to the same requirements as a Proposal/Bid Bond.
  32. **Pre-proposal Conference Site Visits:** If a Mandatory Pre-proposal conference is scheduled for this project, all Respondents shall attend the conference and tour all areas referenced in the Proposal Documents. It shall be grounds for rejecting a Proposal from a Respondent who did not attend the mandatory pre-proposal conference. No pleas of ignorance by the Respondent of conditions that exist, or that may

hereinafter exist, as a result of failure to make the necessary examinations or investigations, or failure to complete any part of the RFP Package, will be accepted as basis for varying the requirements of the Contract with the City of South Miami or the compensation of the Respondent.

33. Time of Completion: The time is of the essence with regard to the completion of the Work to be performed under the Contract to be awarded. Delays and extensions of time may be allowed only in accordance with the provisions stated in the appropriate section of the Contract Documents, including the Proposal Form.
34. Submittal Requirements: All Proposals shall comply with the requirements set forth herein.
35. Cancellation of Bid Solicitation: The City reserves the right to cancel, in whole or part, any request for proposal when it is in the best interest of the City.
36. Respondent shall not discriminate with regard to its hiring of employees or subcontractors or in its purchase of materials or in any way in the performance of its contract, if one is awarded, based on race, color, religion, national origin, sex, age, sexual orientation, disability, or familial status.
37. All respondents, at the time of bid opening, must have fulfilled all prior obligations and commitments to the City in order to have their bid considered, including all financial obligations. Prior to the acceptance of any bid proposal or quotation, the City's Finance Department shall certify that there are no outstanding fines, monies, fees, taxes, liens or other charges owed to the City by the Respondent, any of the Respondent's principal, partners, members or stockholders (collectively referred to as "Respondent Debtors"). A bid, proposal or quotation will not be accepted until all outstanding debts of all Respondent Debtors owed to the city are paid in full. No bidder who is in default of any prior contract with the City may have their bid considered until the default is cured to the satisfaction of the City Manager.

END OF SECTION

## Proposal Submittal Checklist Form

This checklist indicates the forms and documents required to be submitted for this solicitation and to be presented by the deadline set for within the solicitation. Fulfillment of all solicitation requirements listed is mandatory for consideration of response to the solicitation. Additional documents may be required and, if so, they will be identified in an addendum to this RFP. The response shall include the following items:

Attachments and Other Documents to be Completed:		Check Completed.
X	Bid Form	_____
N/A	Proposal/Bid Bond	N/A
N/A	Performance Bond (As a Condition of Award; Not Required With the Submittal)	N/A
X	Respondents Qualification Statement	_____
X	Non-Collusion Affidavit	_____
X	Public Entity Crimes and Conflicts of Interest	_____
X	Drug Free Workplace	_____
X	Acknowledgement of Conformance with OSHA Standards	_____
X	List of Proposed Subcontractors and Principal Suppliers	_____
X	Related Party Transaction Verification Form	_____
X	Indemnification and Insurance Documents	_____
X	Signed Contract Documents (All – including General Conditions and Supplementary Conditions)	_____

Submit this checklist along with your proposal indicating the completion and submission of each required forms and/or documents.

END OF SECTION

# BID FORM

THIS PROPOSAL IS SUBMITTED TO:

Steven Alexander  
City Manager  
City of South Miami  
6130 Sunset Drive  
South Miami, FL 33143

1. If this Proposal is accepted, the undersigned Respondent agrees to enter into a Contract with the City of South Miami in the form included in this RFP Package, and to perform and furnish all work as specified or indicated in this RFP for the Proposed Price, within the Contract Time and in accordance with the other terms and conditions of the RFP Package.
2. Respondent accepts all of the terms and conditions of the RFP, Invitation for Proposals and Instructions to Respondents, including without limitation those dealing with the disposition of Proposal/Bid Bond. This Proposal will remain subject to acceptance for 180 calendar days after the day of the Proposal Opening. Respondent agrees to sign and submit the Contract, if not already submitted, the Bonds, required insurance documents, and other documents required by the RFP, within ten (10) calendar days after the date of the City's Notice of Award.
3. In submitting this Proposal, Respondent represents that:
  - a. Respondent has examined copies of all the RFP Documents and of the following Addenda, if any (receipt of all which is hereby acknowledged.)

Addendum No. _____	Dated: _____

- b. Respondent has familiarized himself with the nature and extent of the Contract Documents, the proposed work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
    - c. Subsurface conditions: If applicable to this RFP, the Respondent represents that:
      - i. Respondent has studied carefully all reports and drawings, if applicable, of subsurface conditions and drawings of physical conditions.
    - d. Respondent has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies in addition to or to supplement those referred to in this paragraph which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or the furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. The Respondent hereby acknowledges that no additional examinations, investigations, explorations, tests, reports or similar information or data are, or will, be required by Respondent for any reason in connection with the Proposal. The failure of the Respondent to request a pre-bid marking of the construction site by any or all utility companies shall create an irrefutable presumption that the Respondent's bid, or proposal price, has taken into consideration all possible underground conditions and Respondent, if awarded the contract, shall not be entitled to a change order for any such condition discovered thereafter.



**COST ESTIMATE FOR  
REMOVAL OF LIGHT  
STRANDS AFTER 36  
MONTHS, PER SCOPE OF  
SERVICES:**

\$ \_\_\_\_\_

dollars and \_\_\_\_\_ cents \$ \_\_\_\_\_

5. The ENTIRE WORK shall be completed, in full, within **30 Calendar Days** from the date stipulated in the NOTICE TO PROCEED. Failure to complete the entire work during the described time period shall result in the assessment of liquidated damages as set forth in the Contract.

6. Communications concerning this Proposal shall be addressed to:

RESPONDENT: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Attention: \_\_\_\_\_

7. The terms used in this Proposal which are defined in the Contract shall have the same meaning as is assigned to them in the Contract Documents, unless specifically defined in this RFP Package.

SUBMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name of Person Authorized to Submit  
Proposal

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Title

END OF SECTION

**NOTE: NOT REQUIRED FOR THIS PROJECT**  
Downtown Business District LED Lighting Project

**PROPOSAL/BID BOND**

STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE        )

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound unto the City of South Miami ("City"), a  
municipal corporation of the State of Florida in the sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and  
truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally,  
firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that:

WHEREAS, the Principal has submitted the accompanying Proposal dated \_\_\_\_\_, for  
the \_\_\_\_\_ pursuant to an RFP and a condition precedent to the  
submission of said Proposal is that a Proposal/Bid Bond in the amount of five percent (5%) of the Base Proposal be  
submitted with said Proposal as a guarantee that the Respondent would fulfill the obligations set forth in the RFP  
and proposal documents;

NOW THEREFORE,

A. If the principal shall not withdraw said proposal within one hundred eighty (180) calendar days after the  
date for opening of the same, and shall, within ten (10) calendar days after the prescribed forms are presented to it  
for signature, enter into a written contract with the City in accordance with the proposal as accepted, and give  
bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper  
fulfillment of such contract, and provide proof of insurance as required, then the above obligations shall be void  
and of no effect, otherwise to remain in full force and effect.

B. However, in the event of the principal's unauthorized withdrawal of said proposal within one hundred  
eighty (180) calendar days after the date of the opening of the same or the failure to enter into a written contract  
with the Owner in accordance with the proposal as accepted, and/or the failure to provide the City with bonds  
issued from good and sufficient surety or sureties, as may be required, for the faithful performance and proper  
fulfillment of such Contract and proof of insurance within ten (10) calendar days after the prescribed forms are  
presented to it for signature and/or in the event that the principal is not awarded the project but fails to waive all  
claims that arose or might have arisen out of the RFP process, then the above obligations shall remain in full force  
and effect and the bond shall thereafter be disburse, by court order, to the Owner in the full amount of the bond if  
the Proposal Documents provide for liquidated damages under the circumstance of the case or, if liquidated  
damages are not applicable, then in an amount that is adequate to fully compensate the Owner for all of its  
damages incurred due to the breach of the terms of this Bond, including all attorney fees, court costs and legal  
expense incurred by the City for any and all action taken, whether before or after the commencement of legal  
proceedings, including proceedings required to obtain the court order of disbursement, including the cost of all  
appeals or other related proceedings, as well as the fees and costs incurred to collect these damages.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their  
several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of  
each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.



**NOTE: NOT REQUIRED FOR THIS PROJECT**

**FORM OF PERFORMANCE BOND  
Downtown Business District LED Lighting Project**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.05, we, \_\_\_\_\_, whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, as Principal (hereinafter referred to as "Contractor"), and \_\_\_\_\_, whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, as Surety, are bound to the City of South Miami whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, [[and Miami-Dade County whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_]] as Obligee, (hereinafter referred to as "City") in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has entered into a Contract, for the <<PROJECT>> Project, awarded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under Contract Number \_\_\_\_\_ by the City for the construction of \_\_\_\_\_ (brief description of the Work) in accordance with drawings (plans) and specifications prepared by \_\_\_\_\_, which Contract is hereby made a part hereof by reference, and is hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that the Contractor:

1. Fully performs the Contract between the Contractor and the <<Project>>, within **XX working days** after the date of Contract commencement as specified in the Notice to Proceed and in the manner prescribed in the Contract; and
2. Indemnifies and pays City all losses, damages (specifically including, but not limited to, damages for delay and other foreseeable consequential damages), expenses, costs and attorney's fees, including attorney's fees incurred in appellate proceedings, mediation and arbitration, if any, that City sustains because of default by Contractor under the Contract or caused by or arising out of any action or proceeding to enforce the Contract or this Bond; and
3. Upon notification by the City, correct any and all patently defective or faulty Work or materials that appear within one (1) year after the issuance of the Certificate of Occupancy, and correct any and all latent defects that are discovered before the expiration of the third (3rd) year following the date of the issuance of the Certificate of Occupancy; and
4. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract.

If all of the forgoing conditions are met, then this Bond is void, otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by the City to be, in default for failing to perform in strict accordance with any of the terms of the Contract, the Surety shall promptly remedy the default as well as perform in the following manner:

Complete the Contract in accordance with the Contract's terms and conditions provided the City makes available, as Work progresses, that portion of the Contract Price that has not already been paid to, or on behalf of, the Contractor. The City shall not be required to pay any more than the amount of the Contract Price. The surety shall not be obligated to pay more than the maximum amount for which the Surety may be liable as set forth in the first paragraph of this bond. If the Surety fails to commence the Work within thirty (30) days of receipt of the City's declaration of a default or if the Surety fails to man the job with sufficient forces, or suspends the Work, for more than thirty (30) days, either consecutive or in combination with separate occasions, the City shall have the option, in the City's sole discretion, and without waiving its right to any other remedy or damages provided for by this bond, to complete the Work with other forces and the Surety shall pay for the cost to

complete the Work. The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract shall not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_  
(Individual, President, Managing Member or General Partner, etc.)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip)  
\_\_\_\_\_  
(Business Telephone)

OR

ATTEST:

Secretary

\_\_\_\_\_  
(Corporate Name)  
\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip)  
\_\_\_\_\_  
(Business Telephone)

IN THE PRESENCE OF:

\_\_\_\_\_  
and Attorney-in-fact Signature)

\_\_\_\_\_  
INSURANCE COMPANY:  
BY: \_\_\_\_\_ (SEAL) (Agent)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City/State/Zip)  
\_\_\_\_\_  
(Business Telephone)

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public of the State of Florida, the foregoing performance bond was acknowledged by \_\_\_\_\_ (Corporate Officer), \_\_\_\_\_ (Title), of \_\_\_\_\_ (Name of Corporation), a \_\_\_\_\_ (State of Incorporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal. \_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or  
\_\_\_\_ Personal identification: \_\_\_\_\_  
Type of Identification Produced  
\_\_\_\_ Did take an oath, or \_\_\_\_ Did Not take an oath.

**NOTE: NOT REQUIRED FOR THIS PROJECT  
FORM OF PAYMENT BOND  
Downtown Business District LED Lighting Project**

KNOW ALL MEN BY THESE PRESENTS:

That, pursuant to the requirements of Florida Statute 255.01, et seq., Florida Statutes, we, \_\_\_\_\_, whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, as Principal, (hereinafter referred to as "Contractor"), and \_\_\_\_\_, whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, as Surety, are bound to the City of South Miami, whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_, [[and Miami-Dade County whose business address is \_\_\_\_\_ and whose telephone number is \_\_\_\_\_]] as Obligee, (hereinafter referred to as "City") in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has, by written agreement, entered into a Contract for the «PROJECT», Project awarded on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under Contract Number \_\_\_\_\_ for the construction of \_\_\_\_\_ (brief description of the Work) by the City in accordance with drawings (plans) and specifications, if any, prepared by \_\_\_\_\_ which Contract is hereby made a part hereof by reference and is hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if the Contractor:

1. Promptly performs the construction work in the time and manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Contractor with labor, materials, or supplies, used directly or indirectly by Contractor in the prosecution of the work provided for in the Contract; and
3. Pays City all losses, damages, expenses, costs, and attorney's fees, including those incurred in any appellate, mediation or arbitration proceedings, if any, that Owner sustains because of a default by Contractor under the Contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract shall not affect the Surety's obligation under this Bond.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

IN PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

(Individual, President, Managing Member or General Partner, etc.)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Telephone)

OR

\_\_\_\_\_  
(Corporate Name)

ATTEST:

\_\_\_\_\_  
(President)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Telephone)

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
INSURANCE COMPANY:

BY: \_\_\_\_\_ (SEAL)  
(Agent and Attorney-in-fact Signature)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Telephone)

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

On this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public of the State of Florida, the foregoing payment bond was acknowledged by \_\_\_\_\_ (Corporate Officer), \_\_\_\_\_ (Title), of \_\_\_\_\_ (Name of Corporation), a \_\_\_\_\_ (State of Incorporation) corporation, on behalf of the corporation.

WITNESS my hand and official seal. \_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:  
SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or  
\_\_\_\_ Personal identification:

\_\_\_\_\_  
Type of Identification Produced

\_\_\_\_ Did take an oath, or  
\_\_\_\_ Did Not take an oath.

\*Power of Attorney must be attached.

END OF SECTION

## RESPONDENT QUALIFICATION STATEMENT

The response to this questionnaire shall be utilized as part of the CITY'S overall Proposal Evaluation and RESPONDENT selection.

I. Number of similar construction projects completed,

- a) In the past 5 years \_\_\_\_\_  
In the past 5 years On Schedule \_\_\_\_\_
- b) In the past 10 years \_\_\_\_\_  
In the past 10 years On Schedule \_\_\_\_\_

2. List the last three (3) completed similar projects.

a) Project Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Telephone: \_\_\_\_\_

Original Contract Completion Time  
(Days): \_\_\_\_\_

Original Contract Completion Date: \_\_\_\_\_

Actual Final Contract Completion  
Date: \_\_\_\_\_

Original Contract Price: \_\_\_\_\_

Actual Final Contract Price: \_\_\_\_\_

b) Project Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Telephone: \_\_\_\_\_

Original Contract Completion Time  
(Days): \_\_\_\_\_

Original Contract Completion Date: \_\_\_\_\_

Actual Final Contract Completion  
Date: \_\_\_\_\_

Original Contract Price: \_\_\_\_\_

Actual Final Contract Price \_\_\_\_\_

c) Project Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Telephone: \_\_\_\_\_

Original Contract Completion Time  
(Days): \_\_\_\_\_

Original Contract Completion Date: \_\_\_\_\_

Actual Final Contract Completion  
Date: \_\_\_\_\_

Original Contract Price: \_\_\_\_\_

Actual Final Contract Price: \_\_\_\_\_

3. Current workload

Project Name	Owner Name	Telephone Number	Contract Price

4. The following information shall be attached to the proposal.

- a) RESPONDENT's home office organization chart.
- b) RESPONDENT's proposed project organizational chart.
- c) Resumes of proposed key project personnel, including on-site Superintendent.

5. List and describe any:

- a) Bankruptcy petitions filed by or against the Respondent or any predecessor organizations,
- b) Any arbitration or civil or criminal proceedings, or
- c) Suspension of contracts or debarring from Bidding or Responding by any public agency brought against the Respondent in the last five (5) years

6. Government References:

List other Government Agencies or Quasi-government Agencies for which you have done business within the past five (5) years.

**Name of Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

**Name of Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

**Name of Agency:** \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Type of Project: \_\_\_\_\_

**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

\_\_\_\_\_ being first duly sworn, deposes and states that:

(1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of

\_\_\_\_\_ the Respondent that has submitted the  
attached Proposal;

(2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal  
and of all pertinent circumstances concerning such Proposal;

(3) Such Proposal is genuine and is not a collusive or sham Proposal;

(4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived  
or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or  
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or  
to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly  
or indirectly, sought by agreement or collusion, or communication, or conference with any  
Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any  
other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the  
Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance,  
or unlawful agreement any advantage against (Recipient), or any person interested in the proposed  
Work;

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other  
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date



## PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

Pursuant to the provisions of Paragraph (2) (a) of Section 287.133, Florida State Statutes – “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 or bid on a Contract to provide any goods or services to a public entity, may not submit a Bid or proposal for a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases or real property to a public entity, may not be awarded to perform Work as a RESPONDENT, Sub-contractor, supplier, Sub-consultant, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Respondents must disclose with their Proposals, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of South Miami or its agencies.

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

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

I. This sworn statement is submitted to

\_\_\_\_\_ [print name of the public entity]

by \_\_\_\_\_ [print individual's name and title]

for \_\_\_\_\_ [print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a “public entity crime” as 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 bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

(a) A predecessor or successor of a person convicted of a public entity crime; or

(b) 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 any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

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

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

OR Produced identification \_\_\_\_\_ Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)  
Form PUR 7068 (Rev.06/11/92)  
My commission expires \_\_\_\_\_  
(Printed, typed or stamped commissioned name of notary public)

## DRUG FREE WORKPLACE

Whenever two or more Bids or Proposals which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid or Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids or Proposals shall be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 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 shall be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' 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 Bid 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 of the commodities or contractual services that are under Bid, he employee shall abide by the terms of the statement and shall notify the employee 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) business days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

RESPONDENT's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS**

TO THE CITY OF SOUTH MIAMI

We, \_\_\_\_\_, (Name of CONTRACTOR), hereby acknowledge and agree that as CONTRACTOR for the **Downtown Business District LED Lighting** Project as specified have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the **City of South Miami** and **N/A** (Consultant) against any and all liability, claims, damages, losses and expenses they may incur due to the failure of (Sub-contractor's names):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

to comply with such act or regulation.

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_

Name

\_\_\_\_\_  
Title

## LIST OF PROPOSED SUBCONTRACTORS AND PRINCIPAL SUPPLIERS

BIDDER shall list all Proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone, Fax & Email
Landscape			
Sodding and Turf Work			
Electrical			
Irrigation			
Paving			
Park Amenities			
Graphics			
Utilities			
Excavation			
Building			
Structures			
Plumbing			
Painting			
Testing Laboratory			
Soil Fumigator			
Signs			
Other:			

This list shall be provided to the City of South Miami by the apparent lowest responsive and responsible Bidder within five (5) business days after Bid Opening.

## RELATED PARTY TRANSACTION VERIFICATION FORM

I \_\_\_\_\_, individually and on behalf of \_\_\_\_\_  
("Firm") have Name of Representative Company/Vendor/Entity read the City of South Miami ("City")'s Code of Ethics, Section 8A-1 of the City's Code of Ordinances and I hereby certify, under penalty of perjury that to the best of my knowledge, information and belief:

(1) neither I nor the Firm have any conflict of interest (as defined in section 8A-1) with regard to the contract or business that I, and/or the Firm, am(are) about to perform for, or to transact with, the City, and

(2) neither I nor any employees, officers, directors of the Firm, nor anyone who has a financial interest greater than 5% in the Firm, has any relative(s), as defined in section 8A-1, who is an employee of the City or who is(are) an appointed or elected official of the City, or who is(are) a member of any public body created by the City Commission, i.e., a board or committee of the City, [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (2) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of employees or those who have a financial interest in the Firm.]; and

(3) neither I nor the Firm, nor anyone who has a financial interest greater than 5% in the Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) has transacted or entered into any contract(s) with the City or has a financial interest, direct or indirect, in any business being transacted with the city, or with any person or agency acting for the city, other than as follows:

\_\_\_\_\_  
\_ (use (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (3) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship of those who have a financial interest in the Firm.]; and

(4) no elected and/or appointed official or employee of the City of South Miami, or any of their immediate family members (i.e., spouse, parents, children, brothers and sisters) has a financial interest, directly or indirectly, in the contract between you and/or your Firm and the City other than the following individuals whose interest is set forth following their use a separate names: \_\_\_\_\_

(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). The names of all City employees and that of all elected and/or appointed city officials or board members, who own, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the firm are as follows:

\_\_\_\_\_  
(if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (4) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the financial interest in the Firm of city employees, appointed officials or the immediate family members of elected and/or appointed official or employee.]

(5) I and the Firm further agree not to use or attempt to use any knowledge, property or resource which may come to us through our position of trust, or through our performance of our duties under the terms of the contract with the City, to secure a special privilege, benefit, or exemption for ourselves, or others. We agree that we may not disclose or use information, not available to members of the general public, for our personal gain or benefit or for the personal gain or benefit of any other person or business entity, outside of the normal gain or benefit anticipated through the performance of the contract.

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party

before any board, commission or agency of the City within the past two years other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

(7) Neither I nor any employees, officers, or directors of the Firm, nor any of their immediate family (i.e., as a spouse, son, daughter, parent, brother or sister) is related by blood or marriage to: (i) any member of the City Commission; (ii) any city employee; or (iii) any member of any board or agency of the City other than as follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (7) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation as to the relationship by blood or marriage of employees, officers, or directors of the Firm, or of any of their immediate family to any appointed or elected officials of the City, or to their immediate family members].

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

(9) I and the Firm agree that we are obligated to supplement this Verification Form and inform the City of any change in circumstances that would change our answers to this document. Specifically, after the opening of any responses to a solicitation, I and the Firm have an obligation to supplement this Verification Form with the name of all Related Parties who have also responded to the same solicitation and to disclose the relationship of those parties to me and the Firm.

(10) A violation of the City's Ethics Code, the giving of any false information or the failure to supplement this Verification Form, may subject me or the Firm to immediate termination of any agreement with the City, and the imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics. Under penalty of perjury, I declare that I have made a diligent effort to investigate the matters to which I am attesting hereinabove and that the statements made hereinabove are true and correct to the best of my knowledge, information and belief.

Signature: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

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

ATTACHED:  
Sec. 8A-1 - Conflict of interest and code of ethics ordinance.  
Municode Page 10f4

Sec. 8A-1. - Conflict of interest and code of ethics ordinance.

**(a) Designation.**

This section shall be designated and known as the "City of South Miami Conflict of Interest and Code of Ethics Ordinance." This section shall be applicable to all city personnel as defined below, and shall also constitute a standard of ethical conduct and behavior for all autonomous personnel, quasi-judicial personnel, advisory personnel and departmental personnel. The provisions of this section shall be applied in a cumulative manner. By way of example, and not as a limitation, subsections (c) and (d) may be applied to the same contract or transaction.

**(b) Definitions.** For the purposes of this section the following definitions shall be effective:

- (1) The term "commission members" shall refer to the mayor and the members of the city commission.
- (2) The term "autonomous personnel" shall refer to the members of autonomous authorities, boards and agencies, such as the city community redevelopment agency and the health facilities authority.
- (3) The term "quasi-judicial personnel" shall refer to the members of the planning board, the environmental review and preservation board, the code enforcement board and such other individuals, boards and agencies of the city as perform quasi-judicial functions.
- (4) The term "advisory personnel" shall refer to the members of those city advisory boards and agencies whose sole or primary responsibility is to recommend legislation or give advice to the city commission.
- (5) The term "departmental personnel" shall refer to the city clerk, the city manager, department heads, the city attorney, and all assistants to the city clerk, city manager and city attorney, however titled.
- (6) The term "employees" shall refer to all other personnel employed by the city.
- (7) The term "compensation" shall refer to any money, gift, favor, thing of value or financial benefit conferred, or to be conferred, in return for services rendered or to be rendered.
- (8) The term "controlling financial interest" shall refer to ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity at the time of transacting business with the city.
- (9) The term "immediate family" shall refer to the spouse, parents, children, brothers and sisters of the person involved.
- (10) The term "transact any business" shall refer to the purchase or sale by the city of specific goods or services for consideration and to submitting a bid, a proposal in response to a RFP, a statement of qualifications in response to a request by the city, or entering into contract negotiations for the provision on any goods or services, whichever first occurs.

**(c) Prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business in which that person or a member of the immediate family has a financial interest, direct or indirect with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. Willful violation of this subsection shall constitute malfeasance in office and shall affect forfeiture of office or position. Nothing in this subsection shall prohibit or make illegal:

- (1) The payment of taxes, special assessments or fees for services provided by the city government;
- (2) The purchase of bonds, anticipation notes or other securities that may be issued by the city through underwriters or directly from time to time.

*Waiver of prohibition.* The requirements of this subsection may be waived for a particular transaction only by four affirmative votes of the city commission after public hearing upon finding that:

- (1) An open-to-all sealed competitive proposal has been submitted by a city person as defined in paragraphs (b)(2), (3) and (4);
- (2) The proposal has been submitted by a person or firm offering services within the scope of the practice of architecture, professional engineering, or registered land surveying, as defined by the laws of the state and pursuant to the provisions of the Consultants' Competitive Negotiation Act, and when the proposal has been submitted by a city person defined in paragraphs (b)(2), (3) and (4);
- (3) The property or services to be involved in the proposed transaction are unique and the city cannot avail itself of such property or services without entering a transaction which would violate this subsection but for waiver of its requirements; and
- (4) That the proposed transaction will be in the best interest of the city.

This subsection shall be applicable only to prospective transactions, and the city commission may in no case ratify a transaction entered in violation of this subsection.

*Provisions cumulative.* This subsection shall be taken to be cumulative and shall not be construed to amend or repeal any other law pertaining to the same subject matter.

**(d) Further prohibition on transacting business with the city.**

No person included in the terms defined in paragraphs (b)(1) through (6) and in paragraph (b)(9) shall enter into any contract or transact any business through a firm, corporation, partnership or business entity in which that person or any member of the immediate family has a controlling financial interest, direct or indirect, with the city or any person or agency acting for the city, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable. The remaining provisions of subsection (c) will also be applicable to this subsection as though incorporated by recitation.

Additionally, no person included in the term defined in paragraph (b)(1) shall vote on or participate in any way in any matter presented to the city commission if that person has any of the following relationships with any of the persons or entities which would be or might be directly or indirectly affected by any action of the city commission:

- (1) Officer, director, partner, of counsel, consultant, employee, fiduciary or beneficiary; or
- (2) Stockholder, bondholder, debtor, or creditor, if in any instance the transaction or matter would affect the person defined in paragraph (b)(1) in a manner distinct from the manner in which it would affect the public generally. Any person included in the term defined in paragraph (b)(1) who has any of the specified relationships or who would or might, directly or indirectly, realize a profit by the action of the city commission shall not vote on or participate in any way in the matter.

**(E) Gifts.**

(1) *Definition.* The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

(2) *Exceptions.* The provisions of paragraph (e)(1) shall not apply to:

- a. Political contributions specifically authorized by state law;
- b. Gifts from relatives or members of one's household, unless the person is a conduit on behalf of a third party to the delivery of a gift that is prohibited under paragraph(3);
- c. Awards for professional or civic achievement;
- d. Material such as books, reports, periodicals or pamphlets which are solely informational or of an advertising nature.

(3) *Prohibitions.* A person described in paragraphs (b)(1) through (6) shall neither solicit nor demand any gift. It is also unlawful for any person or entity to offer, give or agree to give to any person included in the terms defined in paragraphs (b)(1) through (6), or for any person included in the terms defined in paragraphs (b)(1) through (6) to accept or agree to accept from another person or entity, any gift for or because of:

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

(4) *Disclosure.* Any person included in the term defined in paragraphs (b)(1) through (6) shall disclose any gift, or series of gifts from anyone person or entity, having a value in excess of \$25.00. The disclosure shall be made by filing a copy of the disclosure form required by chapter 112, Florida Statutes, for "local officers" with the city clerk simultaneously with the filing of the form with the clerk of the county and with the Florida Secretary of State.

**(f) Compulsory disclosure by employees of firms doing business with the city.**

Should any person included in the terms defined in paragraphs (b)(1) through (6) be employed by a corporation, firm, partnership or business entity in which that person or the immediate family does not have a controlling financial interest, and should the corporation, firm, partnership or business entity have substantial business commitments to or from the city or any city agency, or be subject to direct regulation by the city or a city agency, then the person shall file a sworn statement disclosing such employment and interest with the clerk of the city.

**(g) Exploitation of official position prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall corruptly use or attempt to use an official position to secure special privileges or exemptions for that person or others.

**(h) Prohibition on use of confidential information.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept employment or engage in any business or professional activity which one might reasonably expect would require or induce one to disclose confidential information acquired by reason of an official position, nor shall that person in fact ever disclose confidential information garnered or gained through an

official position with the city, nor shall that person ever use such information, directly or indirectly, for personal gain or benefit.

**(i) Conflicting employment prohibited.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall accept other employment which would impair independence of judgment in the performance of any public duties.

**(j) Prohibition on outside employment.**

(1) No person included in the terms defined in paragraphs (b)(6) shall receive any compensation for services as an officer or employee of the city from any source other than the city, except as may be permitted as follows:

a. *Generally prohibited.* No full-time city employee shall accept outside employment, either incidental, occasional or otherwise, where city time, equipment or material is to be used or where such employment or any part thereof is to be performed on city time.

b. *When permitted.* A full-time city employee may accept incidental or occasional outside employment so long as such employment is not contrary, detrimental or adverse to the interest of the city or any of its departments and the approval required in subparagraph c. is obtained.

c. *Approval of department head required.* Any outside employment by any full-time city employee must first be approved in writing by the employee's department head who shall maintain a complete record of such employment.

d. *Penalty.* Any person convicted of violating any provision of this subsection shall be punished as provided in section 1-11 of the Code of Miami-Dade County and, in addition shall be subject to dismissal by the appointing authority. The city may also assess against a violator a fine not to exceed \$500.00 and the costs of investigation incurred by the city.

(2) All full-time city employees engaged in any outside employment for any person, firm, corporation or entity other than the city, or any of its agencies or instrumentalities, shall file, under oath, an annual report indicating the source of the outside employment, the nature of the work being done and any amount of money or other consideration received by the employee from the outside employment. City employee reports shall be filed with the city clerk. The reports shall be available at a reasonable time and place for inspection by the public. The city manager may require monthly reports from individual employees or groups of employees for good cause.

**(k) Prohibited investments.**

No person included in the terms defined in paragraphs (b)(1) through (6) or a member of the immediate family shall have personal investments in any enterprise which will create a substantial conflict between private interests and the public interest.

**(l) Certain appearances and payment prohibited.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall appear before any city board or agency and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall the person receive any compensation or gift, directly or indirectly, for services rendered to a third person, who has applied for or is seeking some benefit from the city or a city agency, in connection with the particular benefit sought by the third person. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a party who seeks legal relief from the city or a city agency through the suit in question.

(2) No person included in the terms defined in paragraphs (b)(2), (3) and (4) shall appear before the city commission or agency on which the person serves, either directly or through an associate, and make a presentation on behalf of a third person with respect to any matter, license, contract, certificate, ruling, decision, opinion, rate schedule, franchise, or other benefit sought by the third person. Nor shall such person receive any compensation or gift, directly or indirectly, for services rendered to a third party who has applied for or is seeking some benefit from the city commission or agency on which the person serves in connection with the particular benefit sought by the third party. Nor shall the person appear in any court or before any administrative tribunal as counselor legal advisor to a third party who seeks legal relief from the city commission or agency on which such person serves through the suit in question.

**(m) Actions prohibited when financial interests involved.**

No person included in the terms defined in paragraphs (b) (1) through (6) shall participate in any official action directly or indirectly affecting a business in which that person or any member of the immediate family has a financial interest. A financial interest is defined in this subsection to include, but not be limited to, any direct or indirect interest in any investment, equity, or debt.

**(n) Acquiring financial interests.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial

interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

**(o) Recommending professional services.**

No person included in the terms defined in paragraphs (b)(1) through (4) may recommend the services of any lawyer or law firm, architect or architectural firm, public relations firm, or any other person or firm, professional or otherwise, to assist in any transaction involving the city or any of its agencies, provided that a recommendation may properly be made when required to be made by the duties of office and in advance at a public meeting attended by other city officials, officers or employees.

**(p) Continuing application after city service.**

(1) No person included in the terms defined in paragraphs (b)(1), (5) and (6) shall, for a period of two years after his or her city service or employment has ceased, lobby any city official [as defined in paragraphs (b)(1) through (6)] in connection with any judicial or other proceeding, application, RFP, RFQ, bid, request for ruling or other determination, contract, claim, controversy, charge, accusation, arrest or other particular subject matter in which the city or one of its agencies is a party or has any interest whatever, whether direct or indirect. Nothing contained in this subsection shall prohibit any individual from submitting a routine administrative request or application to a city department or agency during the two-year period after his or her service has ceased.

(2) The provisions of the subsection shall not apply to persons who become employed by governmental entities, 501(c)(3) non-profit entities or educational institutions or entities, and who lobby on behalf of those entities in their official capacities.

(3) The provisions of this subsection shall apply to all persons described in paragraph (p)(1) whose city service or employment ceased after the effective date of the ordinance from which this section derives.

(4) No person described in paragraph (p)(1) whose city service or employment ceased within two years prior to the effective date of this ordinance shall for a period of two years after his or her service or employment enter into a lobbying contract to lobby any city official in connection with any subject described in paragraph (p)(1) in which the city or one of its agencies is a party or has any direct and substantial interest; and in which he or she participated directly or indirectly through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "directly" where he or she was substantially involved in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. A person participated "indirectly" where he or she knowingly participated in any way in the particular subject matter through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise, during his or her city service or employment. All persons covered by this paragraph shall execute an affidavit on a form approved by the city attorney prior to lobbying any city official attesting that the requirements of this subsection do not preclude the person from lobbying city officials.

(5) Any person who violates this subsection shall be subject to the penalties provided in section 8A-2(p).

**(q) City attorney to render opinions on request.**

Whenever any person included in the terms defined in paragraphs (b)(1) through (6) and paragraph (b)(9) is in doubt as to the proper interpretation or application of this conflict of interest and code of ethics ordinance, or whenever any person who renders services to the city is in doubt as to the applicability of the ordinance that person, may submit to the city attorney a full written statement of the facts and questions. The city attorney shall then render an opinion to such person and shall publish these opinions without use of the name of the person advised unless the person permits the use of a name.

*(Ord. No. 6-99-1680, § 2, 3-2-99)*

*Editor's note-* Ord. No. 6-99-1680, § 1, adopted 3-2-99, repealed §§ 8A-1 and 8A-2 in their entirety and replaced them with new §§

8A-1 and 8A-2. Former §§ 8A-1 and 8A-2 pertained to declaration of policy and definitions, respectively, and derived from Ord. No. 634, §§ 1 (1A-1), 1 (1A-2) adopted Jan. 11, 1969.

END OF SECTION

**NOTICE OF AWARD**

The City has considered the Proposal submitted by your firm for the **Downtown Business District LED Lighting** in response to its advertisement for Request for Proposal and Instructions to Respondents.

You are hereby notified that your Proposal has been accepted for the **Downtown Business District LED Lighting Project** in the lump sum amount of \$ \_\_\_\_\_, broken down as follows:

Base Proposal: \_\_\_\_\_

Alternate #1: \_\_\_\_\_

Alternate #2: \_\_\_\_\_

Alternate #3: \_\_\_\_\_

You are required by the Instructions to Respondents to execute the Contract Documents at the time of submittal of proposal and to furnish any required Performance Bond, Payment Bond, and insurance documents (see Proposal Submittal Checklist Form) within ten (10) day from the date of this notice to you.

If you fail to execute said Contract and to furnish said bonds, insurance endorsements and certificate of insurance within ten (10) calendar days from the date of this notice, the CITY shall be entitled to disqualify the Proposal, revoke the award and retain the Proposal/Bid Bond/Security. Please be advised that if the contract price exceeds \$5,000.00 or if it is a multi-year contract requiring payment out of more than one year's appropriation, the award and the contract must be approved by the City Commission before it is binding on the City.

BY: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
City Manager or designee

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice of Award is hereby acknowledged by \_\_\_\_\_

On this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

You are required to return an acknowledged copy of this Notice of Award to the City Manager.

END OF SECTION

# CONTRACT

## Downtown Business District LED Lighting

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF SOUTH MIAMI through its City Manager, both of which shall be hereinafter referred to as the "CITY" where applicable; and \_\_\_\_\_ with an office and principal place of business located at \_\_\_\_\_, (hereinafter called the "CONTRACTOR").

### WITNESSETH:

**WHEREAS**, the CITY is in need of \_\_\_\_\_; and

**WHEREAS**, the CITY desires to retain the CONTRACTOR to provide the required good and/or services based on the CONTRACTOR's representations that it is qualified and capable of providing said goods and/or services in a professional and timely manner and in accordance with the CITY's goals and requirements; and

**WHEREAS**, the CONTRACTOR has agreed to provide the required goods and/or services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1) **Engagement of Contractor:** Based on the representations of the CONTRACTOR as set out in the following "checked" documents the CITY hereby retains the CONTRACTOR to provide the goods and/or services set forth in said proposal, quote or response to solicitation, whichever is applicable, as modified by the Contract Documents defined below (all of which is hereinafter referred to as the Work").

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- Contractor's response to the City's written solicitation; or
- Contractor's proposal or quote.

2) **Contract Documents:** The Contract Documents shall include this Contract and the following "checked documents", as well as any attachments or exhibits that are made a part of any of the "checked documents".

(Check the box immediately preceding the document described below to indicate that such document is part of this contract)

- General Conditions to Contract,
- Supplementary Conditions,
- "Other Documents" referring to this contract and signed by the parties,
- The solicitation documents ("hereinafter referred to as "Bid Documents" including any request for bid, request for proposal or similar request)
- Scope of Services,
- Contractor's response to the City's Bid Documents,
- Contractor's proposal or quote,
- City's Insurance Requirements,
- City's Indemnification Requirements,
- Payment Bond,
- Performance Bond,

This Contract and the General Conditions to Contract, Supplementary Conditions, the Solicitation, Scope of Services and "other documents", if any are "checked documents", shall take precedent over the response to the City's Bid Documents, the proposal or the quote, if any. The "checked documents" are attached hereto and made a part hereof by reference.

3) **Date of Commencement:** The CONTRACTOR shall commence the performance of the Work under this Contract on a date to be specified in a Notice to Proceed, or Purchase Order, (hereinafter referred to as the "Work Commencement Date"), and shall complete the performance hereunder within \_\_\_\_\_ days or the length of time set forth in the Contract Documents, whichever is the shorter period of time. Time is of the essence.

4) **Primary Contacts:** The person in charge of administering this Contract on behalf of the CITY is the City Manager ("Manager"), assistant Manager, or the Manager's designee, who shall be designated in a writing signed by the Manager. The primary contact person for the CONTRACTOR shall be \_\_\_\_\_.

5) **Scope of Services:** The goods and/or services to be provided are as set forth in the "checked documents".

6) **Compensation:** The CONTRACTOR's compensation for the performance of this contract (hereinafter referred to as the Contract Price) shall be as set forth in CONTRACTOR's response to the City's written solicitation, if any, or, if none, then as set out in CONTRACTOR's proposal or quote, whichever is applicable, and as modified by the Contract Documents.

7) **Hours of Work:** In the event that this contract requires the performance of services, it is presumed that the cost of performing the Work after regular working hours, and on Sunday and legal holidays is included in the Contract Price. However, nothing contained herein shall authorize work on days and during hours that are otherwise prohibited by ordinance unless specifically authorized or instructed in writing by the Manager, the Manager's assistant or designee.

8) **Time Provisions:** The term of this Contract shall commence on the Work Commencement Date and shall continue for \_\_\_\_\_ until it expires on \_\_\_\_\_, or unless earlier terminated according to the Contract Documents. Notwithstanding the foregoing, this Contract may be extended by an additional \_\_\_\_\_ period if the extension is in writing and signed by the Manager. An extension of the term of this Contract is at the CITY's sole and absolute discretion.

9) **Termination:** This contract may be terminated without cause by the City with 30 days of advanced written notice. This provision supersedes and takes precedence over any contrary provisions for termination contained in the Contract Documents.

10) **Applicable Law and Venue:** Florida law shall apply to the interpretation and enforcement of this Contract. Venue for all proceedings shall be in Miami-Dade County, Florida.

11) **Insurance, Indemnification & Bonding:** CONTRACTOR shall comply with the insurance, indemnification and bonding requirements set forth in the Contract Documents.

12) **Liquidated Damages:** In the event that the CONTRACTOR shall fail to complete the Work within the time limit set forth in the Contract Documents, or the extended time limit agreed upon, in accordance with the procedure as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of \$ \_\_\_\_\_ dollars per day until the Work is completed.

13) **Jury Trial Waiver:** The parties waive their right to jury trial.

14) **Entire Agreement, Modification, and Non-waiver:** The Contract Documents constitute the entire agreement of the parties and supersedes any prior agreements, written or oral. The Contract Documents may not be modified or amended except in writing, signed by both parties hereto. The Contract Documents, in general, and this paragraph, in particular, shall not be modified or amended by any acts or omissions of the parties. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver. No waiver of the Contract Documents, in whole or part, including the provisions of this paragraph, may be implied by any act or omission.

15) **Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or Services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project.

16) IN WITNESS WHEREOF, the parties, have executed this Contract, on or before the date first above written, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

[Insert name of Contractor]

By: \_\_\_\_\_

(Print name and title above)

CITY OF SOUTH MIAMI

ATTESTED:

By: \_\_\_\_\_

Maria M. Menendez, CMC  
City Clerk

By: \_\_\_\_\_

Steven Alexander  
City Manager

Read and Approved as to Form, Language,  
Legality and Execution thereof:

By: \_\_\_\_\_

Thomas F. Pepe, Esq.  
City Attorney

END OF SECTION

**NOTICE TO PROCEED**  
**Downtown Business District LED Lighting Project**

TO:

DATE:

**PROJECT DESCRIPTION:** **Downtown Business District LED Lighting** in accordance with Plans and specifications, if any, as may be prepared in whole or in part by CONSULTANT, referenced in the Supplementary Conditions and Contract Documents.

You are hereby notified to commence Work in accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_ . You are to complete the work within **30 Calendar Days**. The date of completion of all Work is therefore \_\_\_\_\_ 20\_\_\_\_\_.

City of South Miami

BY: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
City Manager or designee

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

# EXHIBIT #1

## SCOPE OF SERVICES

### “DOWNTOWN BUSINESS DISTRICT LED LIGHTING”

The City is soliciting proposals from qualified Contractors to provide and install LED miniature lighting products to illuminate an estimated **163 trees** within the downtown Business District and the specific areas identified in the Scope of Services. **The estimate is not a firm commitment and is provided for planning purposes only.** It shall be the responsibility of the Contractor to determine the exact number of trees that are to be illuminated and the number of light sets required in the designated areas identified in the Scope of Services. It is the intention of the City to have the flexibility to illuminate the trees in the designated areas on an annual basis and not just during traditional holiday periods. **Light sets provided by the Contractor shall provide a minimum of 36 months of uninterrupted use.**

Contractor shall furnish all labor, materials and equipment necessary to secure completion of the work, including disposing of materials and equipment necessary and should be reflected in **Contractor's Lump Sum Quote. Proposals shall also include:**

- A price per light strand as a separate line item to accommodate future installations as needed.
- As cost estimate for the removal of the light strands originally installed by the Contractor for this project once the 36 month service period is completed.

**Note:** *The Contractor shall be responsible to remove and dispose of holiday lights installed in trees by the City in the downtown area; specifically, on Sunset Drive, SW 72<sup>nd</sup> Avenue from US 1 to Red Road, SW 57<sup>th</sup> Avenue.*

**Site Locations:** (Trees in located in the Project Areas are not to be cut back, trimmed or removed without securing prior written approval from the City's Project Manager.)

Please refer to City of South Miami Downtown Map, **Exhibit 3.** The specific areas to be included are listed below:

<u>The following Streets shall be lighted:</u>	<u>Estimate for Planning Purposes</u>
--	---------------------------------------

**Sunset:**

Federal Highway to Red Road:	62 Branch Trees 8 Palm Trees
------------------------------	---------------------------------

**SW 73rd Street:**

Red Road to Federal Highway:	54 Branch Trees
------------------------------	-----------------

**NOTE:** There is no power available at the 15 trees between Dorn and Federal Hwy

<b>SW 62 Avenue</b> SW 62Av to US I	13 Branch Trees
<b>SW 57th Court:</b> Sunset to SW 74th Street:	10 Branch Trees
<b>SW 58th Ave:</b> Sunset to SW 73rd Street:	4 Large Branch Trees
<b>SW 58th Court:</b> Sunset to SW 73rd Street:	7 Branch Trees 4 Small Royal Palm Trees
<b>Dorn Avenue</b> Sunset to 73rd Street	14 Large Branch Trees

**Project Duration:**

The estimate to complete installation of the project is **30 Calendar Days** day's from issuance of Notice to Proceed.

**SPECIAL CONDITION: Hours of installation are at the discretion of the Contractor. However, no full road closures will be allowed. One travel lane must be open at all times.**

**Products (Light Sets):**

Blachere Lighting light sets, or an approved equal. Light sets shall be designed to stay in the trees all year long with minimal to no maintenance. All connections shall be twist-lock water proof type. If the tree location does not have a power outlet, (as noted in scope) it does not require lighting.

**Maintenance:**

Prices quoted shall included ongoing maintenance for a minimum of **36 months** from date of installation. Maintenance shall include, but not be limited to; restringing of light sets to accommodate tree growth, all light out issues (i.e. broken wire, faulty bulbs, etc), in case of vandalism, the labor for replacement of any light strand shall be included within the maintenance agreement.

Existing power outlets will be the responsibility of and provided by the City, however lighting issues or "light outs" will be the responsibility of the Contractor who **must** restore lighting within **48 hours** of notice.

**Warranty:**

Standard manufacturer's warranty information must be provided in writing for products being proposed; however light sets shall include a warranty of no less than 36 months, from date of

installation and continuous use. All labor shall be warranted for a minimum of one-year, less normal tree growth, exclusive of GFI nuisance trips and vandalism.

END OF SECTION

## EXHIBIT 2

### Insurance Requirements

#### I.01 Insurance

- A. Without limiting its liability, the contractor, consultant or consulting firm (hereinafter referred to as "FIRM" with regard to Insurance and Indemnification requirements) shall be required to procure and maintain at its own expense during the life of the Contract, insurance of the types and in the minimum amounts stated below as will protect the FIRM, from claims which may arise out of or result from the contract or the performance of the contract with the City of South Miami, whether such claim is against the FIRM or any sub-contractor, or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.
- B. No insurance required by the CITY shall be issued or written by a surplus lines carrier unless authorized in writing by the CITY and such authorization shall be at the CITY's sole and absolute discretion. The FIRM shall purchase insurance from and shall maintain the insurance with a company or companies lawfully authorized to sell insurance in the State of Florida, on forms approved by the State of Florida, as will protect the FIRM, at a minimum, from all claims as set forth below which may arise out of or result from the FIRM's operations under the Contract and for which the FIRM may be legally liable, whether such operations be by the FIRM or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the FIRM's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the FIRM's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the FIRM's obligations under the Contract.

I.02 Firm's Insurance Generally. The FIRM shall provide and maintain in force and effect until all the Work to be performed under this Contract has been completed and accepted by CITY (or for such duration as is otherwise specified hereinafter), the insurance coverage written on Florida approved forms and as set forth below:

I.03 Workers' Compensation Insurance at the statutory amount as to all employees in compliance with the "Workers' Compensation Law" of the State of Florida including Chapter 440, Florida Statutes, as presently written or hereafter amended, and all applicable federal laws. In addition, the policy (ies) must include: Employers' Liability at the statutory coverage amount. The FIRM shall further insure that all of its Subcontractors maintain appropriate levels of Worker's Compensation Insurance.

I.04 Commercial Comprehensive General Liability insurance with broad form endorsement, as well as automobile liability, completed operations and products liability, contractual liability, severability of interest with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate, including:

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;
- Automobile Liability: \$1,000,000 each accident/occurrence.
- Umbrella: \$1,000,000 per claim

I.05 Umbrella Commercial Comprehensive General Liability insurance shall be written on a Florida approved form with the same coverage as the primary insurance policy but in the amount of \$1,000,000 per claim and \$2,000,000 Annual Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- (a) Premises and Operation
- (b) Independent Contractors
- (c) Products and/or Completed Operations Hazard
- (d) Explosion, Collapse and Underground Hazard Coverage
- (e) Broad Form Property Damage
- (f) Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- (g) Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

I.06 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) plus an additional One Million Dollar (\$1,000,000.00) umbrella per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Umbrella coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by with the state of Florida, and must include:

- (a) Owned Vehicles.
- (b) Hired and Non-Owned Vehicles
- (c) Employers' Non-Ownership

I.07 SUBCONTRACTS: The FIRM agrees that if any part of the Work under the Contract is sublet, the subcontract shall contain the same insurance provision as set forth in section 5.1 above and 5.4 below and substituting the word Subcontractor for the word FIRM and substituting the word FIRM for CITY where applicable.

I.08 Fire and Extended Coverage Insurance (Builders' Risk), IF APPLICABLE:

- A. In the event that this contract involves the construction of a structure, the CONTRACTOR shall maintain, with an Insurance Company or Insurance Companies acceptable to the CITY, "Broad" form/All Risk Insurance on buildings and structures, including Vandalism & Malicious Mischief coverage, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery, if the cost of machinery is included in the Contract, or if the machinery is located in a building that is being renovated by reason of this contract. The amount of insurance must, at all times, be at least equal to the replacement and actual cash value of the insured property. The policy shall be in the name of the CITY and the CONTRACTOR, as their interest may appear, and shall also cover the interests of all Subcontractors performing Work.
- B. All of the provisions set forth in Section 5.4 herein below shall apply to this coverage unless it would be clearly not applicable.

I.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida by an insurance carrier that is not issuing the policy as a surplus lines carrier and the policy must remain in full force and effect for the duration of the contract period with the CITY. The FIRM

must provide a “certified copy” of the Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements if such provision is not already contained in the policy:

(a) an endorsement to the policy in substantially the following form:

“The City of South Miami is an additional named insured with the right but not the obligation to pay any unpaid premium and providing that the city does not have any duty or obligation to provide first notice of claim for any liability it incurs and that arises out of the acts, omissions or operations of the named insured. The insurer will pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’, or ‘personal and advertising injury’ and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;

(b) an endorsement to the policy in substantially the following form:

“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami 10 days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”

If the policy does not have a provision or endorsement that provides the City with advanced notice of cancellation as required by the City, the contractor may still comply with the City’s insurance requirement if the contractor provides the City with proof that the policy premium has been paid in full and provided the contractor makes arrangements with its insurance company to allow the City to confirm, monthly, that the policy is in full force and effect. In addition, the Contractor must pay the City a monthly monitoring fee, currently set at \$25 per month, or have the amount deducted from the Contractor’s draws/payments.

## Indemnification Requirement

A. The Contractor accepts and voluntarily incurs all risks of any injuries, damages, or harm which might arise during the work or event that is occurring on the CITY's property due to the negligence or other fault of the Contractor or anyone acting through or on behalf of the Contractor.

B. The Contractor shall indemnify, defend, save and hold CITY, its officers, affiliates, employees, successors and assigns, harmless from any and all damages, claims, liability, losses, claims, demands, suits, fines, judgments or cost and expenses, including reasonable attorney's fees, paralegal fees and investigative costs incidental there to and incurred prior to, during or following any litigation, mediation, arbitration and at all appellate levels, which may be suffered by, or accrued against, charged to or recoverable from the City of South Miami, its officers, affiliates, employees, successors and assigns, by reason of any causes of actions or claim of any kind or nature, including claims for injury to, or death of any person or persons and for the loss or damage to any property arising out of a negligent error, omission, misconduct, or any gross negligence, intentional act or harmful conduct of the Contractor, its contractor/subcontractor or any of their officers, directors, agents, representatives, employees, or assigns, or anyone acting through or on behalf of any of them, arising out of this Agreement, incident to it, or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

C. The Contractor shall pay all claims, losses and expenses of any kind or nature whatsoever, in connection therewith, including the expense or loss of the CITY and/or its affected officers, affiliates, employees, successors and assigns, including their attorney's fees, in the defense of any action in law or equity brought against them and arising from the negligent error, omission, or act of the Contractor, its Sub-Contractor or any of their agents, representatives, employees, or assigns, and/or arising out of, or incident to, this Agreement, or incident to or resulting from the performance or non-performance of the Contractor's obligations under this AGREEMENT.

D. The Contractor agrees and recognizes that neither the CITY nor its officers, affiliates, employees, successors and assigns shall be held liable or responsible for any claims, including the costs and expenses of defending such claims which may result from or arise out of actions or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of the them, and arising out of or concerning the work or event that is occurring on the CITY's property. In reviewing, approving or rejecting any submissions or acts of the Contractor, CITY in no way assumes or shares responsibility or liability for the acts or omissions of the Contractor, its contractor/subcontractor or any of their agents, representatives, employees, or assigns, or anyone acting through or on behalf of them.

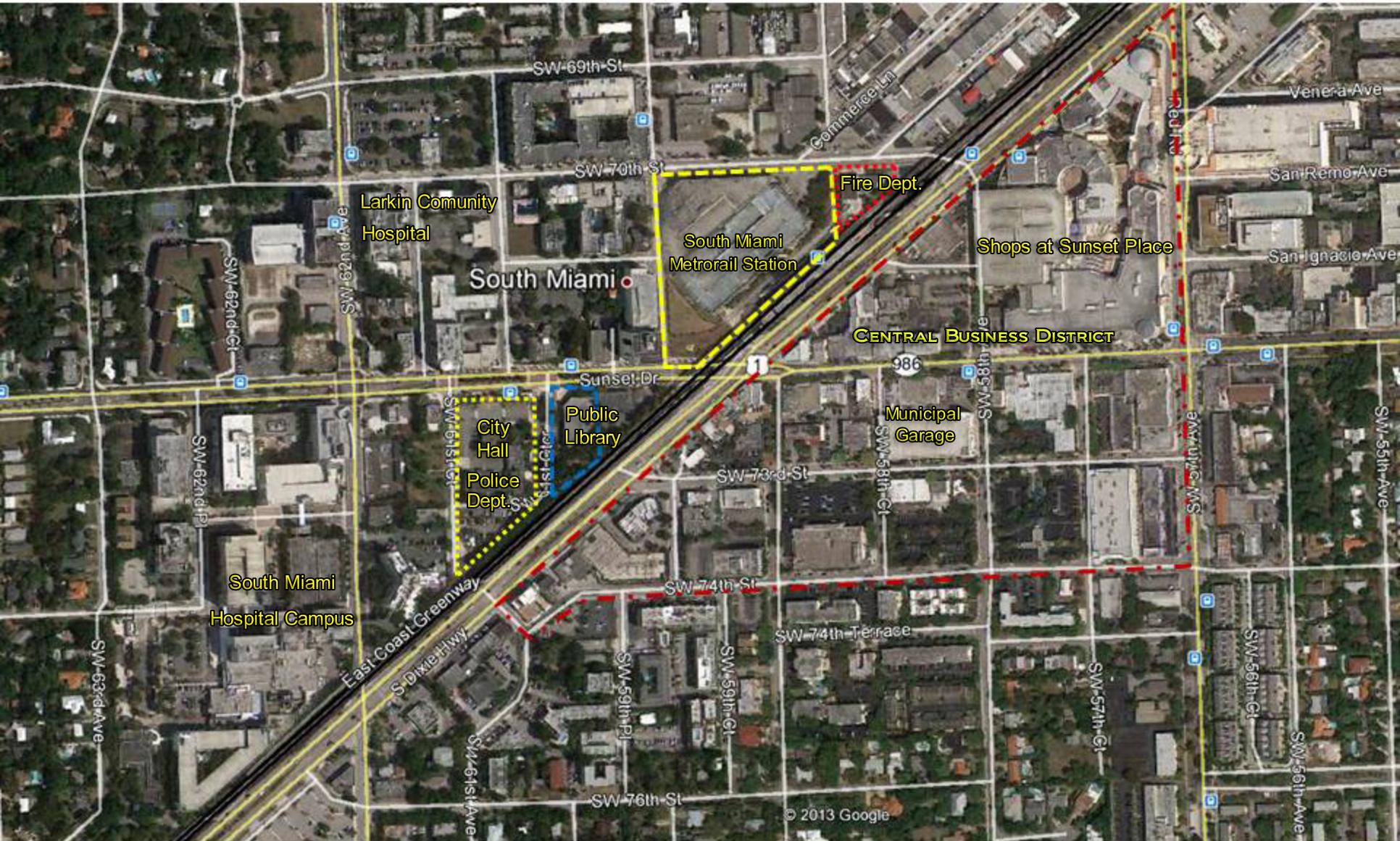
E. The Contractor has the duty to provide a defense with an attorney or law firm approved by the City of South Miami, which approval will not be unreasonably withheld.

**EXHIBIT 3**

**“DOWNTOWN BUSINESS DISTRICT LED LIGHTING”**

**MAP OF DOWNTOWN BUSINESS DISTRICT**

# CITY OF SOUTH MIAMI CENTRAL BUSINESS DISTRICT AND SURROUNDING POINTS OF INTEREST



MARCH 8, 2013

**END OF DOCUMENT**