

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: August 18, 2021

Presenter's Name and Title: Kirk Hobson-Garcia, Assistant Director of Public Works on behalf of Public Works Department

Prepared By: Kirk Hobson-Garcia, Asst. Public Works Director and Kristy Gilbert, Asst. Public Works Director

Temp. Reso. Number: 7449

Item Description: Temp. Reso. #R7449, approving the purchase of repair and maintenance services for the Wastewater Reclamation Facility ("WWRF") Fuel Depot from Advanced Petroleum Services, Inc., in an additional amount of \$17,481 for total expenditures during fiscal year 2021 in the amount of \$85,117; utilizing City of Coral Gables Invitation for Bid ("IFB") No. 2020-016 entitled "Fuel Station and Storage Facility Maintenance". *(Assistant Director of Public Works, Kirk Hobson-Garcia and Director of Procurement, Alicia Ayum)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: None

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Funds totaling \$17,481 will be expended from Account No. 503-90-000-519-000-604615 entitled "R&M Fuel Maintenance System".



Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7449
 - Exhibit A: City of Coral Gables IFB 2020-016 Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM:  Vernon E. Hargray, City Manager 

BY: Anthony Collins, Director of Public Works
Alicia Ayum, Director of Procurement

DATE: August 12, 2021

RE: Temp. Reso. No. 7449, Approving the purchase of repair and maintenance services for Wastewater Reclamation Facility ("WWRF") fuel depot

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7449, approving the purchase of repair and maintenance services for Wastewater Reclamation Facility ("WWRF") fuel depot from Advanced Petroleum Services, Inc., ("Advanced") in an additional amount of \$17,481 for total expenditures during Fiscal Year 2021 ("FY2021") in the amount of \$85,117, utilizing City of Coral Gables Invitation for Bid ("IFB") No. 2020-016 entitled "Fuel Station and Storage Facility Maintenance."

ISSUE: City Commission approval is required for all expenditures exceeding the \$75,000 limit by a single department from the same vendor within a fiscal year. This resolution authorizes expenditures with Advanced in the additional amount of \$17,481 totaling \$85,117 for FY2021.

BACKGROUND: The Public Works Department is responsible for operation, maintenance, and repair of the Wastewater Reclamation Facility ("WWRF") Fuel Depot. During FY2021, staff requested quotes to perform fuel station and storage facility maintenance and Advanced was the lowest Responder. Purchase Order Nos. 210685 for \$16,876 and 210714 for \$50,760 were encumbered and subsequently paid. This has brought the total purchases with Advanced during FY2021 to \$67,636. Ongoing maintenance and repairs to WWRF fuel depot are needed for the remainder of the FY2021 and during the hurricane season. The table below details the maintenance and repair expenditures approved and pending for FY2021.

FY2021 Expenditures with Advanced

Description of Work	Munis Purchase Order No.	Total Amount	Account No.
Construction of concrete slab to support propane fuel tank	210685	\$16,876	503-90-000-590-000-609906
Maintenance and repair to fuel depot, dispensers, and fuel tanks	210714	\$50,760	503-50-521-519-000-604615 001-50-501-519-000-603400
Services paid to date		\$67,636	
Additional Services Pending			
Additional fuel depot maintenance and repairs	PO Pending	\$17,481	503-90-000-519-000-604615
Additional services pending		\$17,481	

Additional expenditures totaling \$17,481 are needed through the end of FY2021. Advanced was the awarded fuel station and storage facility maintenance vendor through the City of Coral Gables' competitive bid process. The City will be utilizing the City of Coral Gables agreement for services for the remainder of FY2021. The Procurement Department reviewed the agreement and confirmed that utilizing the existing City of Coral Gables IFB 2020-016 agreement is allowable to piggyback in accordance with Section 2-413(6) of the City Code.

DISCUSSION: No additional discussion.

ANALYSIS: Funds totaling \$17,481 will be expended from Account No. 503-90-000-519-000-604615 entitled "R&M Fuel Maintenance System".

Temp. Reso. No. 7449
6/8/21
8/10/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE PURCHASE OF REPAIR AND MAINTENANCE SERVICES FOR THE WASTEWATER RECLAMATION FACILITY (“WWRF”) FUEL DEPOT FROM ADVANCED PETROLEUM SERVICES, INC., IN AN ADDITIONAL AMOUNT OF \$17,481 FOR TOTAL EXPENDITURES DURING FISCAL YEAR 2021 IN THE AMOUNT OF \$85,117; UTILIZING CITY OF CORAL GABLES INVITATION FOR BID (“IFB”) NO. 2020-016 ENTITLED “FUEL STATION AND STORAGE FACILITY MAINTENANCE”; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Public Works Department is responsible for operation, maintenance and repair of the Wastewater Reclamation Facility (“WWRF”) fuel depot; and

WHEREAS, during fiscal year 2021 (“FY2021”), staff requested quotes for fuel depot maintenance and repairs and Advanced Petroleum Services, Inc. (“Advanced”), was the lowest Responder; and

WHEREAS, Purchase Order Nos. 210685 and 210714 totaling \$67,636 were encumbered and subsequently paid; and

WHEREAS, ongoing maintenance and repairs are needed for the remainder of FY2021 and during the hurricane season; and

Reso. No. _____

Temp. Reso. No. 7449
6/8/21
8/10/21

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services purchased by a single department from the same vendor in excess of \$75,000 in a single fiscal year must be formally approved by the City Commission; and

WHEREAS, Section 2-413 (6) of the City Code provides for purchases made utilizing already competed agreements of other governmental agencies, such as the City of Coral Gables Invitation for Bid No. 2020-016 to be exempt from further competitive bidding requirements; and

WHEREAS, the City will utilize the City of Coral Gables Invitation for Bid (“IFB”) No. 2020-016 entitled “Fuel Station and Storage Facility Maintenance”; and

WHEREAS, the City Manager recommends that the City Commission approve the additional expenditures for WWRF fuel depot repairs in the amount of \$17,481, for total expenditures during fiscal year 2021 in the amount of \$85,117; utilizing City of Coral Gables IFB No. 2020-016; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the additional expenditures for WWRF fuel depot repairs in the amount of \$17,481, for total expenditures during fiscal year 2021 in the amount of \$85,117 utilizing City of Coral Gables IFB No. 2020-016.

Temp. Reso. No. 7449
6/8/21
8/10/21

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MIRAMAR, FLORIDA AS FOLLOWS:**

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That it approves additional expenditures with Advanced Petroleum Systems, Inc., in the amount of \$17,481, utilizing City of Coral Gables Invitation for Bid No. 2020-016.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7449
6/8/21
8/10/21

PASSED AND ADOPTED this _____ day of _____, _____

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Vice Mayor Yvette Colbourne
Commissioner Alexandra P. Davis
Mayor Wayne M. Messam

Voted

Reso. No. _____

Agreement #IFB – 2020-016

THIS AGREEMENT, FOR THE PROVISION OF GOODS AND SERVICES (the "Agreement"), is made as of this 28th day of September, 2020, between the City of Coral Gables (hereinafter called the "CITY"), and Advanced Petroleum Systems (hereinafter called the "Supplier").

In accordance with Section 2-685 of the City of Coral Gables' Procurement Code and in consideration of the promises and the mutual covenants contained herein, the CITY agrees to retain the Supplier for the term specified herein.

WHEREAS, Supplier is interested in supplying the following goods and services; and

WHEREAS, the City is interested in engaging the Supplier to provide the following services; and

WHEREAS, the City solicited bids from qualified suppliers pursuant to City IFB No. 2019-016, which is incorporated into this Agreement by reference (the "IFB"), and the Supplier submitted a response to the IFB dated July 6, 2020, which is incorporated into this Agreement as part of Exhibit "B" and made a part hereof; and

WHEREAS, the Supplier agrees to accept this Agreement upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the City agrees to retain the Supplier for a Three (3) year period to provide **Fuel Station and Storage Facility Maintenance**. However, this period may be extended at the sole discretion of the City (through the City Manager) for two (2) additional One (1) year periods, subject to negotiations of rates for each renewal term of the contract, pursuant to Procurement Code Section 2-685(i) entitled "Competitive sealed bidding (formal bids); Award."

**ARTICLE 1
THE CONTRACT DOCUMENTS**

1.1 The following documents shall comprise the Contract Documents ("Contract Documents"):

- 1.) This Agreement;
- 2.) Bid Price Sheet – Exhibit "A"
- 3.) Original Invitation for Bid (IFB) and Supplier's Response to the IFB, attached hereto as composite Exhibit "B";
- 4.) The Supplier's Certificates of Insurance and Additional Insured Endorsements, attached hereto as Exhibit "C"; and

Agreement #IFB – 2020-016

1.2 Any of the Contract Documents listed above but not attached hereto are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. This Agreement incorporates all prior negotiations, agreements, and understandings applicable to the matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. The Contract Documents shall be interpreted together and in harmony with one another. However, in the case of conflict between this Agreement and the other Contract Documents, this Agreement shall control. The Supplier must call any known conflict or discrepancy to the City's attention, in writing, prior to executing this Agreement. In the case of any conflict between the Contract Documents regarding the obligations or responsibilities of Supplier, whichever document imposes the greater obligation on the Supplier shall be controlling.

1.3 The Supplier shall have a continuing duty to read, carefully study and compare each of the Contract Documents and shall give written notice to the City of any inconsistency, ambiguity, error or omission, which the Supplier may discover with respect to these documents before proceeding with the production and/or delivery of the goods contemplated herein. The issuance or the express or implied approval by the City of the Contract Documents shall not relieve the Supplier of the continuing duties imposed hereby, nor shall any such approval be evidence of the Supplier's compliance with this Agreement.

1.4 By the execution of this Agreement, the Supplier acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient, and that the Supplier has not, does not, and will not rely upon any representations or warranties by the City concerning such Contract Documents as no such representations or warranties have been or are hereby made.

ARTICLE 2 SCOPE OF WORK

This solicitation consists of providing Fuel Station and Storage Facility Maintenance. Vendors shall be required to provide repair, maintenance, and testing of service station equipment and fuel storage facilities on an as needed basis.

ARTICLE 3 PROFESSIONAL SERVICES

3.1 Basic Services The duties and responsibilities are outlined in Article 2.

3.2 Reporting The Supplier shall comply with the necessary reporting requirements as outlined by the Director or designee for review. In addition, the Supplier shall submit a monthly report to the Director or designee, which shall include detailed information regarding the activities of the Supplier during the previous month.

3.3 Availability of Supplier The Supplier shall make all documents available 24 hours a day, 7 days a week, 365 days a year, in order to satisfy the City's emergency demands for continued, non-interrupted service.

Agreement #IFB – 2020-016

ARTICLE 4 COMPENSATION

4.1 Basic Compensation. In full consideration of the services of the Supplier hereunder, the Supplier shall be paid an amount as described in the Bid Price Sheet in Exhibit "A". The City reserves the right to contract with the Supplier for additional services. Any increase in the agreed upon amount shall be approved by City Manager or his designee and shall be in accordance with applicable City and State regulations.

4.2 Expenses. As part of, and in addition to the basic compensation described in this Agreement, the City shall provide the Supplier with no additional compensation for any services performed in fulfilling the requirements of this Agreement. All additional requested expenses must be pre-approved through the City Manager or his designee.

4.3 Confidential Information. The Supplier agrees that any information received by the Supplier for the City and in providing services in accordance with this Agreement which is not publicly available, shall not be revealed to any other persons, firm or organizations.

4.4 Most Favored Public Entity. The Supplier represents that the prices charged to City in this Agreement do not exceed existing prices to other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions. If Supplier's prices decline, or should Supplier, at any time during the term of this Agreement, provide the same goods or services to any other customer at prices below those set forth herein, then such lower prices shall be immediately extended to the City.

ARTICLE 5 TERMINATION

5.1 Termination for Cause. If the Supplier breaches the conditions and obligations imposed by the Contract Documents, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in cases for which an extension of time is granted, to supply properly skilled workmen, or proper materials in accordance with the Contract Documents, or if it fails to make prompt payment to sub-Suppliers or for materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of any provision of the Contract Documents, then the City may, without prejudice to any right or remedy and after giving the Supplier five calendar days' written notice, terminate this Agreement and secure the goods contemplated herein by whatever method the City deems expedient. In such case, if applicable, the Supplier shall not be entitled to receive any further payment until the City receives, through alternate means, the goods and services contemplated herein. If any unpaid contract balance due and owing to the Supplier exceeds the costs of securing the goods and services contemplated herein (which costs shall include expenses made necessary thereby and all other damages incurred by the City), such excess shall be paid to the Supplier. If such costs and damages exceed the unpaid balance, the Supplier shall promptly pay the difference to the City. This provision shall in no way limit the City's right to claims for any additional damages, including but not limited to, liquidated damages, damages for defective or nonconforming goods, and all damages and setoffs allowable to the City in accordance with this Agreement, for which the Supplier shall be liable. If, after notice of termination for cause, it is determined for any reason that the Supplier was not in default, the rights and obligations of the City and Supplier shall be the same as though the termination had been a Termination for Convenience, as set forth herein.

Agreement #IFB – 2020-016

5.2 Termination for Convenience. The City may also terminate this Agreement for the City's convenience and without cause upon thirty (30) calendar days' written notice to the Supplier; except where the Supplier anticipatorily repudiates the Agreement, the City may immediately, without prior notice, terminate this Agreement for the City's convenience and without cause. If the Supplier is terminated for convenience, the Supplier shall be paid for actual and documented expenditures for labor, materials, sub-Suppliers, and the goods received and accepted by the City to the date of termination less payments made and damages for any defective or non-conforming goods, and less any amounts that the City is entitled to withhold pursuant to the terms of this Agreement and by law. The City shall not be liable to the Supplier for lost profits on any goods not provided and accepted by the City or any other type of consequential, special or indirect damages and Supplier hereby waives same. All costs must be fully supported by the Supplier's invoices and other documentation acceptable to the City, and shall be subject to the City's audit.

5.3 Duty to Cure and/or Remedy Defective Goods. The Supplier shall, within three (3) working days of written notice from City, proceed to commence and diligently proceed to provide the goods requested as specified in the City's purchase order and shall correct or remedy said goods as requested by the City including the correction of defects or damage from whatever cause. The Supplier shall bear all costs of correcting such defective goods. This obligation shall survive termination of this Agreement. If the Supplier fails to commence to correct defective or nonconforming goods within three (3) business days from written Notice to Supplier, the City may correct such defective or nonconforming goods and the City may deduct such costs from any monies due, or if the defective or nonconforming goods are discovered after final payment, then Supplier shall pay such cost and expense, including attorney's fees incurred, within fourteen (14) days of receipt of a written demand from the City for reimbursement.

5.4 Nothing contained in this Agreement shall be construed to establish a period of limitation with respect to any other obligation which the Supplier might have under the Contract Documents or law. The establishment of the time periods set forth above relates only to the specific obligation of the Supplier to correct defective goods, and has no relationship to the time within which its obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Supplier's liability with respect to its obligations and any damages caused by the Supplier, including but not limited to any action commenced by the City for negligence, strict liability, breach of this Agreement or any warranties.

5.5 Termination by Supplier. If the City fails to issue a payment for a period of thirty (30) days through no fault of the Supplier and there are no deficiencies with the invoice for payment as set forth in the Contract Documents, the Supplier may, after fourteen (14) calendar days' written notice to the City, terminate this Agreement and recover from the City, payment for actual and documented expenditures for labor, materials, and subcontractors to the date of termination, but which sum shall never exceed the amount due under the Contract Documents, less payments made, less the cost to complete any remaining, less the cost to correct any damaged, defective, or non-conforming goods, and any setoffs to which the City is entitled to under this Agreement. This sum shall be Supplier's sole remedy under this Agreement.

Agreement #IFB – 2020-016

ARTICLE 6

INDEPENDENT CONTRACTOR, DEFENSE, INDEMNIFICATION, & HOLD HARMLESS,

6.1 Independent Contractor and Supplier. The Supplier acknowledges entering into this Agreement as an independent contractor and Supplier, and that the Supplier shall therefore be responsible for the deposit and payment of any Federal Income Taxes, FICA, Unemployment Taxes or any similar fees or taxes that become due, and shall be responsible for the collection and payment of all withholdings, contributions and payroll taxes relating to Supplier's services, or those of employees of the Supplier. The City shall not withhold from sums payable to the Supplier, any amount whatsoever for Federal Income Taxes, FICA, Unemployment Insurance Taxes or any similar fees or taxes. The Supplier, their employees or agents, will not be considered an employee of the City or entitled to participate in plans, distributions, arrangements or other benefits extended to City employees.

6.2 Agency. Nothing herein shall imply or shall be deemed to imply an agency relationship between the City and Supplier.

6.3 Supplier warrants that it fully complies with all Federal statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal statutes and regulations. Supplier shall indemnify, defend, and hold harmless City, its officers and employees from and against any sanctions and any other liability which may be assessed against Supplier or City in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.

6.4 The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

6.5 Defense, Indemnification, & Hold Harmless. To the fullest extent permitted by laws and regulations, the Supplier shall defend, indemnify, and hold harmless the City, its elected and appointed officials, attorneys, administrators, consultants, agents, and employees from and against all claims, damages, losses, and expenses direct, indirect, or consequential (including but not limited to fees and charges of attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of this Agreement and caused in whole or in part by either (i) any willful, intentional, reckless, or negligent act or omission of Supplier, any subconsultant or subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the goods and/or services or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder and regardless of the negligence of any such indemnified party, or (ii) any willful, intentional, reckless, or negligent act or omission of any individual or entity not a party to this agreement, or (iii) any negligent act or omission of the City or the City's officers, agents, or employees. The parties expressly agree that this provision shall be construed broadly, and Supplier's obligations to pay for the City's legal defense hereunder shall arise and be fully enforceable when Supplier (or any subconsultant or subcontractor or any person or organization directly or indirectly employed by Supplier) is alleged to have acted willfully, intentionally, recklessly, or negligently in the performance of this Agreement. Any failure of Supplier to comply with the terms of this provision shall be deemed a material breach of this Agreement and may

Agreement #IFB – 2020-016

subject Supplier to debarment from consideration for future award of city contracts pursuant to Section 2-912(4) of the City of Coral Gables Code of Ordinances. This provision shall survive termination of the Agreement.

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

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The CITY may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the CITY, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that CITY pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the CITY at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the CITY to pay.
- d. Lost time that results from the CITY or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the CITY spends in responding to document requests or public records requests relating to such claims whether from Supplier or any other party, Supplier will reimburse CITY \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:
 - Mayor or City Commissioner \$300.00 per hour
 - City Manager..... \$250.00 per hour
 - An Assistant City Manager or Department Director \$250.00 per hour
 - An Assistant Department Director \$100.00 per hour
 - City Attorney or Deputy City Attorney Prevailing market rates
 - Other City employees..... \$50.00 per hour

Agreement #IFB – 2020-016

- e. The expenses incurred by CITY in complying with any administrative or court order that may arise from such claims.
- f. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- g. Any other direct or indirect expense that CITY would not have incurred but for a claim that arises out of this agreement.

This Indemnification and Hold Harmless provision shall survive termination of the Agreement.

ARTICLE 7 INSURANCE REQUIREMENTS

7.1 Pursuant to the City of Coral Gables Code, Section 2-1007, the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public. Consequently, prior to commencing work, the Supplier shall procure, and provide the City with evidence of insurance coverage as required herein and name the City as an Additional Insured on a primary and non-contributory basis. The Supplier shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, and must submit these documents to the Risk Management Division of Office of Labor Relations and Risk Management for review and approval.

INSURER REQUIREMENTS

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

TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

Agreement #IFB – 2020-016

Each Occurrence Limit - \$1,000,000

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

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

General Aggregate Limit - \$2,000,000

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

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

Combined Single Limit (Each Accident) - \$1,000,000

Any Auto (Symbol 1)

Hired Autos (Symbol 8)

Non-Owned Autos (Symbol 9)

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

Workers Compensation

The standard form approved by the State of Jurisdiction

Commercial General Liability

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

Commercial Auto Liability

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

REQUIRED ENDORSEMENTS

In addition to being stated on the Certificate of Insurance, the following endorsements with City approved language:

Additional insured status provided on a primary & non-contributory basis (except for Workers Compensation Insurance)

Waiver of Subrogation on all required insurance coverages.

Notices of Cancellation/Non-renewal/Material Changes on any required insurance coverage must be sent directly to the City of Coral Gables by the Insurance Company.

Agreement #IFB – 2020-016

The City only requires the same statutory notice that an insurance company must provide to the insured, however this Notice may not be less than Thirty (30) Days, except a Ten (10) Day Notice of cancellation is acceptable for non-payment of premium.

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

CITY OF CORAL GABLES
INSURANCE COMPLIANCE
P.O. Box 100085 – CE
Duluth, GA 30096

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

HOW TO EVIDENCE COVERAGE TO THE CITY

The following documents must be provided to the City;

A Certificate of Insurance containing the following information:

- Issued to entity contracting with the City
- Evidencing the appropriate Coverage
- Evidencing the required Limits of Liability required
- Evidencing that coverage is currently in force
- Language provided in the Special Provision Section of the Certificate of Insurance affirming that all endorsements required by the City have been endorsed to all of the policies.

A copy of each endorsement that is required by the City

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

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

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

WAIVER OF INSURANCE REQUIREMENTS

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

Agreement #IFB – 2020-016

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

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

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.

Fax: (770) 325-0417

Email: cityofcoralgables@ebix.com

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

City of Coral Gables
Insurance Compliance
P.O BOX 100085-CE
Duluth, GA 30096

ARTICLE 8 SOVEREIGN IMMUNITY

8.1 Sovereign Immunity.

The Supplier acknowledges that the Florida Doctrine of Sovereign Immunity bars all claims by Supplier against the City other than claims arising out of this Agreement. Specifically, the Supplier acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. The Supplier acknowledges that this Agreement in no way estops or affects the City's exercise of its regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Supplier acknowledges that it has no right and will not make claim based upon any of the following:

- (a) Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the City. All obligations of the City are only as set forth in this Agreement;
- (b) Claims based upon negligence or any tort arising out of this Agreement;
- (c) Claims upon alleged acts or inaction by any City Employee or Agent of the City; and

Agreement #IFB – 2020-016

Agreement #IFB – 2020-016

- (d) Claims based upon an alleged waiver of any of the terms of this Agreement. The Supplier affirms that the provisions regarding notice to claims, and the requirement for a written change order cannot be waived and further, without timely notice of a claim or a written change order as required in this Agreement, the Supplier shall not be entitled to additional compensation or an extension of the Contract Time. Such claims for additional compensation or extensions of the Contract Time are waived if the Supplier has not given all required notices and obtained a written a change order when required.

ARTICLE 9 FLORIDA PUBLIC RECORDS LAW FLORIDA STATUTES CHAPTER 119, *et seq.*

9.1 Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Supplier acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210, cityclerk@coralgables.com, 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

ARTICLE 10 WAIVER OF CONSEQUENTIAL DAMAGES

10.1 The Supplier waives claims against the City for consequential damages arising out of or related to this Agreement or its performance, including but not limited to, damages for lost income, profit, lost bonding capacity, financing, business and reputation, or for loss of management or labor productivity, damages incurred for principal office expenses, including the compensation of personnel stationed there, and for anticipated profit on any Work not performed by Supplier.

Agreement #IFB – 2020-016

ARTICLE 11 RESOLUTION OF DISPUTES; GOVERNING LAW AND VENUE

11.1 Supplier understands and agrees that all claims by Supplier against the City based upon an alleged violation of the terms of this Agreement by the City shall be submitted for resolution in the following manner. Any claims by Supplier arising under this Agreement shall be submitted in writing, with all supporting documentation, to the City Manager as identified in the Notice provisions herein with a copy to the City's Chief Procurement Officer. Upon receipt of said notification City Manager or his designee shall review the issues relative to the dispute or Claim, and issue a written finding within ninety (90) calendar days from the date of submission of the dispute or Claim consistent with Section 2-913 of the City of Coral Gables Code of Ordinances, unless the City Manager or his designee requires additional time to gather information or allow the parties to provide additional information. During the pendency of any dispute and after a determination thereof, the Supplier, City Manager, and City shall act in good faith to mitigate any potential damages. The decision of the City Manager shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence. A party may seek judicial relief pursuant to the Florida Rules of Appellate Procedure, provided that the claimant shall not be entitled to such judicial relief if they have not followed the procedure outlined herein. Indeed, the Parties hereto agree that a failure to comply with the dispute resolution procedures outlined in this Article shall constitute a failure to exhaust administrative remedies and, therefore, bar any potential judicial action related thereto.

11.2 This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement and/or the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

11.3 In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

ARTICLE 12 SUCCESSORS AND ASSIGNS

12.1 The City and the Supplier each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. The Supplier shall not assign this Agreement without the express prior written consent of the City, nor shall the Supplier assign any monies due or to become due to it hereunder, without the express prior written consent of the City.

ARTICLE 13 MODIFICATION

13.1 No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

Agreement #IFB – 2020-016

ARTICLE 14 RIGHTS AND REMEDIES

14.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ARTICLE 15 WAIVER

15.1 A waiver by either the City or the Professional of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 16 SEVERABILITY; SURVIVAL

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

ARTICLE 17 UNCONTROLLABLE FORCES

17.1 Neither the City nor Supplier shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storm, lighting, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

17.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

Agreement #IFB – 2020-016

ARTICLE 18 WRITTEN NOTICE

18.1 Any notice, request, instruction or other document required or permitted to be given hereunder by either party hereto to the other shall be in writing, and delivered personally, or sent by certified or registered mail, postage prepaid, return receipt requested, to the address set forth below for such party. Any notice so given shall be deemed received when personally delivered or three (3) business days after mailing. Any party may change the address to which notices are to be sent by giving notice of such change of address to the other party in the manner herein provided for giving notice.

For the City:
City Manager
City of Coral Gables
405 Biltmore Way
Coral Gables, Florida 33134

For Supplier: Percy Newland
Advanced Petroleum Systems
16600 NW 54th Ave, # 14
Miami, FL 33014

cc: City Attorney

ARTICLE 19 AUDITS

19.1 The Supplier shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Supplier shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Supplier shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Supplier agrees that City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement. All financial records, timecards and other employment records, and proprietary data and information shall be kept and maintained by Supplier and made available to the City during the terms of this Agreement and for a period of three (3) years thereafter unless City's written permission is given to dispose of any such material prior to such time. All such materials shall be maintained by Supplier at a location in Miami-Dade County, Florida, provided that if any such material is located outside Miami-Dade County, then, at City's option Supplier shall pay City for travel, per diem, and other costs incurred by City to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at the Supplier's place of business.

In the event that an audit is conducted by Supplier specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Supplier, then Supplier shall file a copy of the audit report with the City's Auditor within thirty (30) days of Supplier's receipt thereof, unless otherwise provided by applicable Federal or State law. City shall make a reasonable effort to maintain the confidentiality of such audit report(s).

Agreement #IFB – 2020-016

Failure on the part of Supplier to comply with the provisions of this Paragraph shall constitute a material breach upon which the City may terminate or suspend this Agreement.

19.2 City Audit Settlements. If, at any time during or after the term of this Agreement, representatives of the City conduct an audit of Supplier regarding the work performed under this Agreement, and if such audit finds that City's dollar liability for any such work is less than payments made by City to Supplier, then the difference shall be either repaid by Supplier to City by cash payment upon demand or, at the sole option of City, deducted from any amounts due to Supplier from City. If such audit finds that City's dollar liability for such work is more than the payments made by City to Supplier, then the difference shall be paid to Supplier by cash payment.

ARTICLE 20 AVAILABILITY OF FUNDS

20.1 The obligations of the City under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the City Commission.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 In performance of the services, the Supplier will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, and standards. It shall be the responsibility of the Supplier to obtain and maintain, at no cost to the City, any and all license and permits required to complete the services provided pursuant to this Agreement.

ARTICLE 22 CONFLICT OF INTEREST

22.1 Supplier covenants that no person employed by the Supplier which exercises any functions or responsibilities in connection with this Agreement has any personal financial interests direct or indirect with the City. Supplier further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of Supplier or its employees must be disclosed in writing to City.

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

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

Agreement #IFB – 2020-016

ARTICLE 23 FEDERAL AND STATE TAXES

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

ARTICLE 24 CONTINGENT FEES

24.1 The Supplier warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Supplier, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Supplier, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 25 ENTIRETY OF AGREEMENT

25.1 The City and the Supplier agree that this Agreement and the Contract Documents sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement and the Contract Documents supersede all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the City and the Supplier pertaining to the services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

The following documents are made an integral part of this Agreement:

A. Insurance Certificates

ARTICLE 26 COUNTERPARTS

26.1 This Agreement may be executed simultaneously in several counterparts, each of which will be an original, but all of which together will constitute one and the same instrument.

ARTICLE 27 CONFIDENTIALITY

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

Agreement #IFB – 2020-016

ARTICLE 28 OWNERSHIP OF DOCUMENTS

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

ARTICLE 29 TRUTH-IN-NEGOTIATION CERTIFICATE

29.1 Execution of this Agreement by the Supplier shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

29.2 The said rates and costs shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete, or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

ARTICLE 30 STANDARD OF CARE

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

30.2 The Supplier warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 31 NON-DISCRIMINATION

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

31.2 It is understood that the Supplier shall not discriminate against any individual in the performance of the contract with respect to hire, tenure, conditions or privileges of employment, or any other matter directly or indirectly related to employment because of race, creed, color, national origin, age, disability, sex, gender identity, sexual orientation, or any other legally protected class.

31.2 City Policy Regarding Conduct. All contractors, their employees, agents and subcontractors must abide by the City's policies regarding conduct. Discrimination, harassment, and/or violations of this clause and City non-discrimination policies will not be tolerated and are grounds for termination of the Agreement without harm to the City or its employees.

Agreement #IFB – 2020-016

**ARTICLE 32
WAIVER OF TRIAL BY JURY**

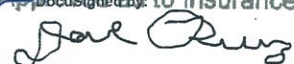
32.1 THE PARTIES TO THIS AGREEMENT HEREBY AGREE TO EXHAUST ALL ADMINISTRATIVE REMEDIES BEFORE FILING A LAWSUIT IN CIVIL COURT TO RESOLVE THE DISPUTE. FURTHERMORE, CITY AND SUPPLIER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED UPON THE CONTRACT DOCUMENTS, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THE TRANSACTIONS CONTEMPLATED HEREIN, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF ANY PARTY.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Agreement #IFB – 2020-016

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date above written.

Approved as to Insurance:

DocuSigned by:

 6458DBDA47474BA...
 David J. Ruiz
 Risk Management Division

AS TO CITY:

DocuSigned by:

 416662E65FC746E...
 Peter J. Iglesias, P.E.
 City Manager

Approved by Department Head
 or head of negotiations team as to
 the negotiated business terms:

DocuSigned by:

 A9B891C31748436...
 Hermes Diaz
 Public Works Director

DocuSigned by:



 B95BAD22BD2A48F...
 Eduardo Santamaria
 Assistant City Manager

Approved as to compliance with applicable
 Procurement Requirements:


DocuSigned by:

 479349E4633844C...
 Celeste S. Walker Harmon
 Chief Procurement Officer


ATTEST:

DocuSigned by:

 358417D2FA884FF...
 Billy Y. Urquia
 City Clerk


Approved as to Funds Appropriation:

DocuSigned by:

 DD086B973280431...
 Diana M. Gomez
 Finance Director

APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY:

DocuSigned by:

 03A0CB1421E04AC...
 Miriam Soler Ramos
 City Attorney

AS TO SUPPLIER:


 GENERAL MANAGER
 Title:

ATTEST:

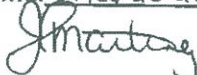
Name
 Corporate Secretary

(SEAL)
 (OR) WITNESSES (2):

Print Name: IVANA LUCHOVIC




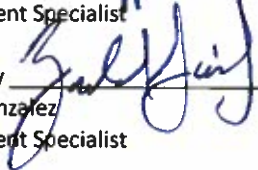
Print Name: JACQUELINE MARTINEZ



**IFB 2020-016 Fuel Station & Storage Facility Maintenance
Bid Tabulation**

Vendor			Advanced Petroleum Systems , Inc.	Extended Price
Item	Description	Annual Estimate Labor Hours	Unit Price	
1	Standard Hourly Labor Rate	300	\$100	\$30,000
2	Emergency (After Business Hour Labor Rate		\$150	
Total Bid				\$30,000

Prepared By 
 Letrice Y. Smith
 Procurement Specialist

Verified By 
 Yusbel Gonzalez
 Procurement Specialist

Date 8/12/20

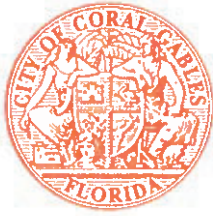
Date 8/12/20

Exhibit "B" to Exhibit "A"

Agreement # IFB – 2020-016 Fuel Station and Storage Facility Maintenance

EXHIBIT "B"

SUPPLIER'S RESPONSE TO IFB



INVITATION FOR BIDS

Invitation for Bids

2020-016

FUEL STATION AND STORAGE FACILITY MAINTENANCE

ADDENDUM NO. 1

Issued Date: June 29, 2020

The following changes, additions, clarifications, and/or deletions amend the IFB document of the above captioned solicitation and shall become an integral part of the Contract Documents.

I. ATTACHMENT

- Attachment 1 - Pricing sheet

This addendum shall be acknowledged in Section 8 of the IFB document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this IFB shall remain the same, and in full force and effect.

Sincerely,


Celeste S. Walker Harmon
Procurement Officer



INVITATION FOR BIDS

Invitation for Bids

2020-016

FUEL STATION AND STORAGE FACILITY MAINTENANCE

ADDENDUM NO. 2

Issued Date: July 1, 2020

The following changes, additions, clarifications, and/or deletions amend the IFB document of the above captioned solicitation and shall become an integral part of the Contract Documents.

I. CHANGES

The submittal deadline / bid opening date has changed from Wednesday, July 1, 2020 at 2:00pm

To: **Monday, July 6, 2020 at 2:00pm.**

This addendum shall be acknowledged in Section 8 of the IFB document (Schedule "H" - Acknowledgement of Addenda) form. All other terms and conditions of this IFB shall remain the same, and in full force and effect.

Sincerely,

Celeste S. Walker Harmon
Procurement Officer

BID PRICE SHEET

Award of this project will be made to the three (3) lowest responsive and responsible bidders as primary, secondary and tertiary vendors, who bid on all items, and whose bid offers the lowest total price when all items are added in the aggregate. Bidder must bid on all items, failure to do so may deem your bid non-responsive. In the event of errors in the extension price, the unit price will prevail and the bidder's total bid offer will be corrected accordingly.

IFB 2020-016 - Fuel Station and Storage Facility Maintenance

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED LABOR HOURS	UNIT PRICE PER HOUR	EXTENDED PRICE
1.	Standard Hourly Labor Rate	300	\$	
2.	Emergency (after business hours) Hourly Labor Rate		\$	

Emergency Labor Rate will not be used to determine the successful bidder(s).

TOTAL BID	\$
------------------	-----------

NOTE: The prices stated in the Bid shall include full compensation for overhead and profit, travel, taxes, labor, home office expenses, insurance requirements, and any all other costs and expenses and/or incidentals required to perform and complete the work as stated in the Invitation For Bid (IFB) and Scope of Services with the exception of required materials/parts. Prices shown shall be for the duration of the contract including any renewals or extensions.

Authorized Signature:		Title:	
Print/Type Name:		Phone:	
Email:		F.E.I.N. No.:	
Address:		City:	
State:		Zip Code:	

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE CONTRACTOR TO BE BOUND BY THE TERMS OF ITS QUOTATION. FAILURE TO SIGN THIS QUOTATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE CONTRACTOR NON-RESPONSIVE

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



INVITATION FOR BIDS

IFB 2020-016

FUEL STATION AND STORAGE FACILITY
MAINTENANCE

Submittal Deadline / Bid Opening: 2:00pm. Wednesday July 1, 2020



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

TABLE OF CONTENTS
Invitation for Bids (IFB) No. 2020-016

BIDDER ACKNOWLEDGEMENT p.3

PUBLIC NOTICE..... p.4

CONE OF SILENCE..... p.6

SOLICITATION SUBMISSION CHECKLIST p.7

SECTION 1 – INTRODUCTION TO INVITATION FOR BIDS (IFB) p.9

SECTION 2 – SPECIFICATIONS/SCOPE OF WORK p.12

SECTION 3 – MINIMUM QUALIFICATION REQUIREMENTS p.17

SECTION 4 – GENERAL CONDITIONS p.18

SECTION 5 – INDEMNIFICATION, HOLD HARMLESS & INSURANCE REQUIREMENTS p.24

SECTION 6 – SUBMISSION OF BIDS p.29

SECTION 7 – BID PRICING/SCHEDULE OF VALUES p.31

SECTION 8 – IFB RESPONSE FORMS: BID BOND, CONTRACTOR’S AFFIDAVIT, AND
SCHEDULES A THROUGH M..... p.32

SECTION 9 – CONTRACT/AGREEMENT (DRAFT)..... p. 49

PROFESSIONAL SERVICE AGREEMENT..... APPENDIX 1

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102/ Fax: 305-261-1601

BIDDER ACKNOWLEDGEMENT

<p>IFB Title: Fuel Stations and Storage Facility Maintenance</p> <hr/> <p>IFB No. 2020-016</p> <p>A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.</p>	<p>Electronic Bid response must be received prior to 2:00 p.m., on Wednesday July 1, 2020, via PublicPurchase and a to remain valid for 90 calendar days. Submittals received after the specified date and time will not be opened.</p> <p>Contact: Letrice Y. Smith, MBA Title: Procurement Specialist Telephone: 305-460-5121 Email: lsmith@coralgables.com / contracts@coralgables.com</p>
Bidder Name:	FEIN or SS Number:
Complete Mailing Address:	Telephone No.
	Cellular No.
Indicate type of organization below: Corporation: ____ Partnership: ____ Individual: ____ Other: ____	Fax No.:
Bid Bond / Security Bond N/A) _____%	Email:

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

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

Authorized Name and Signature

Title

Date

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102, Fax: 305-261-1601

PUBLIC NOTICE

Invitation for Bids (IFB) No. 2020-016

The City of Coral Gables is seeking bids for **IFB 2020-016. This solicitation consists of work to provide Fuel Station and Storage Facility Maintenance.**

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

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

EFFECTIVE NOVEMBER 1, 2019, ALL SOLICITATIONS WILL REQUIRE RESPONSES TO BE SUBMITTED ELECTRONICALLY THROUGH PUBLICPURCHASE. THIS INCLUDES RESPONSES TO INVITATION FOR BIDS (IFBs); REQUESTS FOR PROPOSALS (RFPs); REQUESTS FOR QUALIFICATIONS (RFQs); and ANY OTHER FORMAL SOLICITATION.

A user guide detailing how to respond electronically to solicitations can be found by visiting the Procurement Division Supplier Services website under <https://www.coralgables.com/supplier-services>.

Any request for additional information or clarification must be received in writing through PublicPurchase no later than **Wednesday June 17, 2020 at 4:00 PM**. Bidders should not rely on any representations, statements or explanations other than those made in this IFB or in any written addendum to this IFB.

Electronic Bid responses for IFB No. 2020-016 will be received until 2:00 PM, Wednesday July 1, 2020 at 2:00 PM via PublicPurchase. The City of Coral Gables will not accept and will in no way be responsible for any bids received after the submittal deadline. The responsibility for submitting bids before the stated time and date is solely the responsibility of the Bidder.

The bid response must be signed and submitted electronically via PublicPurchase.

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

Anticipated Schedule of Events:

Solicitation Advertisement	Wednesday, June 3, 2020
Deadline for Questions	Wednesday June 17, 2020 4:00 PM
Submittal Deadline / Bid Opening	Wednesday, July 1, 2020 2:00 PM

Award of bid will be made to the three (3) lowest responsive and responsible bidders as primary, secondary and tertiary vendors, within a reasonable time after opening. However, the City reserves the right to consider other conditions, which may be in the best interest of the City. **Bid must be firm for ninety (90) calendar days.** The City reserves the right to cancel this solicitation at any time, reject any and/or all submittals, and waive any technicalities, irregularities or any other minor variations.

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

- Cone of Silence – Sec. 2-1027
- Ethics – Sec. 2-1022 to 2-1028
- Debarment Proceedings – Sec. 2-912
- Protest Procedures – Sec. 2-910
- Polystyrene – Sec. 2-730
- Plastic Straws and Stirrers – Sec. 2-731
- Buy American – Sec. 2-699
- Sustainability (Green) – Sec. 2-697

Conflict of Interest and Code of Ethics

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

City Clerk, Lobbyist Registration, Applications and Forms

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

Sincerely,

Procurement Officer

CONE OF SILENCE

Invitation for Bids (IFB) No.: 2020-016

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

Cone of Silence is defined to mean a prohibition on:

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

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

Imposition:

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

Termination:

The cone of silence shall terminate at:

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

Violations:

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

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

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No.: 2020-016

COMPANY NAME: (Please Print): _____

Phone: _____ Email: _____

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

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. _____
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. _____
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. _____
- 4) Fill out and submit this Solicitation Submission Checklist. _____
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. _____
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of five (5) similar engagements satisfactorily performed in the past three (3) years as indicated in Section 3. For each engagement listed, include the Description of the Project, Owner information: name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** _____
- 8) Bid Price Form: Complete and submit with bid. _____
- 9) Provide a signed statement that in the event both City fueling stations are shut down they have the capability to respond within two (2) hours to the affected stations. _____
- 10) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. _____

-- NOTICE --

BEFORE SUBMITTING YOUR BID MAKE SURE YOU

- ☐ 1. Carefully read and have a clear understanding of the IFB, including the Specifications/Scope of Work and enclosed Contract or Professional Services Agreement (*draft*).
- ☐ 2. Carefully follow the "Submittal Instructions" and "Bid Format" outlined in Section 6 of the IFB and provide **an electronic response package**. DO NOT INCLUDE A COPY OF THE ORIGINAL SOLICITATION.
- ☐ 3. **Prepare and submit your RESPONSE electronically via PublicPurchase**
- ☐ 4. Make sure your bid is submitted prior to the submittal deadline. **Late bids will not be accepted.**

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

SECTION 1

Invitation for Bids (IFB) No.: 2020-016

1.0: INTRODUCTION TO INVITATION FOR BIDS

1.1. Invitation

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

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

1.2. Contract Terms and Conditions

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

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

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

A. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

B. CONTRACT EXTENSION

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

1.3. Additional Information or Clarification

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

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

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

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

1.4. Method of Award

Award of bid will be made to the three (3) lowest responsive and responsible bidders as primary, secondary and tertiary vendors, within a reasonable time after opening. Failure to bid on all items may render your bid as non-responsive. The City in its sole discretion will determine if the pricing received is reasonable and if it is in the best interest of the City to move forward with the award.

1.5 Award of an Agreement

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

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

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

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

1.6 Agreement Execution

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

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

1.7 Unauthorized Work

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

1.8 Changes/Alterations

Bidders may change or withdraw a Bid at any time prior to the Bid Submission Deadline through PublicPurchase. Modifications will not be accepted after the Submittal Deadline.

1.9 Discrepancies, Errors, and Omissions

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

1.10 Disqualifications

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

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

1.11 Bidders Expenditures

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

1.12 Financial Stability and Strength

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

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

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

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

1.13 Contract Termination

The City, by written notice, may terminate in whole or part any Agreement resulting from this competitive solicitation, when such action is in the best interest of the City. If the Agreement is so terminated, the City shall be liable only for payment for services rendered prior to the effective date of termination. The City may, by written notice to the Successful Bidder, terminate the Agreement if the Successful Bidder has been found to have failed to perform his/her services in a manner satisfactory to the City. The City may terminate this Agreement for convenience at any time by providing thirty (30) days written notice to the contractor. In the event the Bidder is found to be in default, the Successful Bidder will be paid for all labor and materials provided as of the termination date only after City has completed the work called for by this Agreement with other forces, and has deducted the cost of such work, and any other damages payable to City, from any contract balance otherwise due and owing to the Professional under this Agreement. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

SECTION 2

Invitation for Bids (IFB) No. 2019-050

2.0: SPECIFICATIONS/SCOPE OF WORK

2.1 DESCRIPTION OF WORK:

The City of Coral Gables ("City") is seeking to establish a contract that will provide fuel station and storage facility maintenance, repairs and testing services on an as needed basis.

It is the intent of the City to award this contract to more than one vendor. Award of bid will be made to the three (3) lowest responsive, responsible bidders as primary, secondary and tertiary vendors.

2.2 BACKGROUND HISTORY:

The City owns and operates two (2) main fleet fueling facilities as well as several smaller fuel storage and dispensing sites throughout the city. These sites contain both above ground (AST) and underground (UST) storage tanks.

The following is a listing of the city's fuel sites:

- a. Public Works
2800 SW 72nd Ave
Miami, FL 33155
One (1) eight thousand (8,000) gallon diesel AST
One (1) ten thousand (10,000) gallon gasoline AST
- b. Fire Station 1
2801 Salzedo St
Coral Gables, FL 33134
One (1) one thousand (1,000) gallon diesel AST (emergency generator fuel tank)
One (1) ten thousand (10,000) diesel UST (emergency generator fuel tank)
- c. Fire Station 2
525 South Dixie Hwy
Coral Gables, FL 33134
One (1) eight thousand (8,000) gallon diesel UST
One (1) eight thousand (8,000) gallon gasoline UST
- d. Fire Station 3
11911 Old Cutler Road
Coral Gables, FL 33134
One (1) five hundred (500) gallon diesel AST
- e. Granada Golf Course
1101 South Greenway Drive
Coral Gables, FL 33134
One (1) five hundred (500) gallon diesel AST

2.3 ESTIMATING/AUTHORIZATION OF WORK

- a) The primary awarded vendor will be contacted first with the requested repair work. If necessary, the secondary and tertiary awarded vendors will be contacted if the primary is unable to perform the services.
- b) The primary vendor will be contacted via email with the repair request and the basic details of the service.

- c) The primary vendor must provide a repair estimate to the City within forty-eight (48) business hours from the time the request is sent. If an acceptable response has not been provided by the vendor within the forty-eight (48) business hours of request, the City will move on to the next vendor on the awarded list.
- d) Within the forty-eight (48) business hour period, the primary vendor will be allowed to inspect the City fueling facilities, if needed to provide a complete repair estimate.
- e) All inspection appointments will be coordinated with the Automotive Fleet Analyst. Inspections will be conducted Monday thru Friday from 8 a.m. to 3 p.m., excluding holidays.
- f) Vendors shall make their inspections within the time designated after being notified of work to be inspected. Not inspecting within the required time can cause the job to be awarded to next vendor in the order of award.
- g) Vendors shall state in their quotes the number of days it will take to repair the fuel stations/tanks. The City will determine if the number of days provided are reasonable.
- h) The Assistant Director for Fleet Maintenance or his authorized designee shall review all written quotes and shall return a signed copy of the approved repair estimate to the vendor awarded the job. This shall serve as authorization for the vendor to order parts and begin repairs.
- i) Work authorized shall be completed in the time stated in the vendor's quote and approved by the City.
- j) All work performed must be in compliance with the State of Florida, Department of Environmental Protection Regulation Chapter 62-761 and the Miami-Dade Code Chapter 24, Division 4, Section 24-45.
- k) Vendors shall comply with all federal, state and county rules and regulations as well as all the required licenses and certifications for the repair, maintenance and testing of fuel station and storage tanks.
- l) All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendors; except in such cases where the completion date will be delayed due to acts of nature, strikes, or other causes beyond the control of the vendors. In these cases, the vendors shall notify the City of the delays in advance of the original completion date so that a revised delivery schedule can be approved.
- a) The City reserves the right to remove awarded vendor(s) from this contract that have an excessive number of supplemental estimates.

2.4. REPAIR DELAYS

BIDDER SHALL:

- a) Notify the Automotive Fleet Analyst of any delays to the repair of the fuel stations/tanks.
- b) Provide timely testing in accordance with the laws of the Miami-Dade Department of Environmental Resource Management (DERM) and by the Florida Department of Environmental Protection bidders failing to do so ,may be removed from the contract.

2.5 WORK REQUIREMENTS

BIDDER SHALL:

- a) Be responsible for automatically scheduling and conducting all required annual fuel station and tank inspections.

- b) Automatically track, schedule and perform routine yearly fuel station and tank testing as required by the Miami-Dade Department of Environmental Resource Management (DERM) and by the Florida Department of Environmental Protection. Scheduling will be coordinated through the Automotive Fleet Analyst.
- c) Have and maintain an office located within the geographical boundaries of Miami-Dade or Broward Counties for the duration of this contract.
- d) Provide same day service for emergency repairs to the City's fleet fueling stations if those stations become inoperable.
- e) Be available to respond within two (2) hours to the affected stations, In the event both City fueling stations are shut down.
- f) Maintain a facsimile or email for the purpose of this contract to expedite quotations.

2.6 QUALITY/PERFORMANCE STANDARDS

BIDDER SHALL:

- a) Furnish all materials, labor, tools, equipment, machinery, general purpose test instruments, materials, supplies, and manufactured articles, supervision, transportation/travel and services, essential communications and any other requirements for the performance of all work, or other operations required for the fulfillment of the Contract.
- b) Complete all work, materials, and services not expressly shown or called for in the Scope of Service which may be necessary for the complete and proper fulfillment of the Work in good faith shall be performed, furnished, and installed by the Vendor as though originally so specified or shown, at no increase in cost to the City.
- c) Agree that when not specifically identified in the technical specifications, materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the City's Automotive Fleet Analyst.
- d) Agree that all items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), American National Standards Institute (ANSI) and American Society of Engineers (ASE).
- e) Agree that the quality of the all work performed will be of the highest quality and shall equal all of the best standards of the fuel station and storage tank industry and shall conform to Original Equipment Manufacturer Standards (OEM).
- f) Acknowledge and agree that all completed work shall be inspected by the Automotive Fleet Analyst to determine acceptance of the work and compliance with work specifications and repair standards.
- g) Acknowledge and agree vendors who provides poor quality repairs may be removed from the contract. The City shall be the sole judge as to whether or not the quality of the work performed meets the necessary standards.

2.7 SPARE PARTS

- a) All parts for the City's Fuel Master and Veeder Root systems shall be new and unused.
- b) Warranted parts shall be replaced with new parts.
- c) All fuel storage tank gauges, probes, valves and miscellaneous hardware shall be new and unused.

- d) The vendor shall maintain a sufficient stock of readily available spare parts for the purpose of immediate (same day) exchanges. All invoices must state the warranty periods for all installed parts.
- e) Remanufactured or rebuilt parts may be only be used under the direct approval from the Assistant Director for Fleet Management.
- f) Remanufactured or rebuilt parts may only be used in the case where the availability of factory new factory parts would cause a significant delay in the repair schedule.

2.8 LICENSES, PERMITS AND OTHER FEES

- a) The successful bidders shall be required to obtain all licenses, permits and inspection fees required for this contract; and shall comply with all laws, ordinances, rules, regulations and requirements applicable to the work contemplated herein.
- b) Damages, penalties and or fines imposed on the City or the vendor for failure to obtain the required licenses, permits or fines shall be borne by the vendor.
- c) The successful bidders shall be required to maintain their Fuel Master Installer certification for the duration of this contract.

2.9 REQUESTS ON AN "AS NEEDED" BASIS

- a) All repair requests during the contract period will be on an "as needed" basis.
- b) Awarded vendors shall assume no guarantees as to the number or frequency of work assignments or the amount of payments under the terms of this contract.

2.10 WARRANTY

- a) All parts and supplies provided shall be warranted for a minimum period of twelve (12) months or for any manufacturer warranty period, whichever is greater.
- b) All warranty information shall be provided to the City upon delivery of the equipment.
- c) Vendor expressly warrants that all goods and services to be furnished will be fit and sufficient for the purpose(s) intended. This warranty shall survive any inspections, delivery, acceptance or payment by the City.
- d) Vendor warrant that all work and services furnished hereunder shall be guaranteed for a period of twelve (12) months from the date of acceptance by the City.

2.11 CORRECTION OF DEFECTS DUE TO POOR WORKMANSHIP

- a) The successful bidders shall honor all re-work requests by the City, such as fuel management and automatic tank gauge system failure, tanks, lines, dispenser leaks and/or poor repair workmanship.
- b) The successful bidders shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the requirements regardless of project completion status.
- c) All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are reported to the vendor by the City's Automotive Fleet Analyst, who shall confirm all such reports in writing.
- d) The successful bidders shall bear all costs of correcting rejected work.
- e) If the successful bidders fails to correct the work within the period specified, the City may, at its discretion, notify the vendor, in writing, that they are subject to contractual default

provisions if the corrections are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice.

- f) If the successful bidders fail to correct the work within the period specified in the notice, the City shall place the vendor in default, obtain the services of another awarded vendor to correct the deficiencies, and charge the vendor for these costs; either through a deduction from the final payment owed to the vendor or through invoicing.
- g) If the successful bidders fail to honor this invoice or credit memo, the City may terminate the contract for default.

2.12 INVOICING

- a) Vendors shall submit an invoice for work performed within five (5) business days
- b) Invoices will be directed to the attention of the Automotive Fleet Analyst.
- c) Documentation that clearly outlines the prices paid for all work (including subcontracted work), and all parts must be provided with all final invoices.
- d) All parts provided will be billed at cost without any additional markup.
- e) All sub-contracted repairs will be billed at cost without any additional markup.

SECTION 3

Invitation for Bids (IFB) No. 2020-016

3.0: MINIMUM QUALIFICATION REQUIREMENTS

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

(A) BIDDER SHALL:

- (1) Provide proof of their valid Pollutant Storage System Contractor's License, issued by State of Florida Department of Business and Professional Regulations.
- (2) Provide proof that they have completed the most current OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) forty (40) hour course.
- (3) Provide proof that they have valid Veeder-Root ATG Technician Certification
- (4) Provide proof of a valid Fuel Master Technical Certification.
- (5) Have and maintain an office located within the geographical boundaries of Miami-Dade or Broward Counties for the duration of this contract. Provide proof of their valid Local Business Tax Certificate showing the business location.
- (6) Provide proof of active status, or documentation evidencing Bidder is currently seeking active status with the Florida Department of State, Division of Corporations.
- (7) Meet all requirements of the Federal Emergency Management Agency (FEMA) policies, procedures, and directives; Federal law, regulations, and executive orders; and State / Local law and regulations by submitting the Contractor's Affidavit and Schedules "A" through "M":
- (8) Provide proof of the following:
 - a) Vendor has been regularly engaged in the business of providing installation, repair and maintenance of Veeder Root Systems, Fuel Master fuel management systems, fuel and Diesel Emission Fluid (DEF) dispensers and all above and below ground tanks, lines and pumps of similar scope and size as described in the Invitation for Bids "**Scope of Services**" for a minimum of five (5) years, and has performed the services within the last three (3) years.

Proof shall include the following:

- i) Description of Projects
- ii) Owner Information – including name, address, telephone number and email.
- iii) Contract Value

SECTION 4

Invitation for Bids (IFB) No. 2020-016

4.0: GENERAL CONDITIONS

4.1 Acceptance/Rejection

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

4.2 Legal Requirements

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

4.3 Non-Appropriation of Funds

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

4.4 Occupational License Requirements (Business Tax Receipt Requirements)

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

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

4.5 Use of Polystyrene Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec. 2-730 of the City of Coral Gables Code, which prohibits the sale or use of plates, bowls, cups, containers, lids, trays, coolers, ice chests, food containers and all similar articles made from expanded polystyrene within the city or in completing its duties to the city under this contract. (This prohibition does not apply to expanded polystyrene containers used for prepackaged goods that have been filled and sealed prior to receipt by the city contractor, vendor, lessee or concessionaire.) "Expanded polystyrene" is defined as blown polystyrene and expanded and extruded foams that are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including but not limited to fusion of polymer spheres, infection molding, foam molding and extrusion-blown molding. Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.6 Use of Single-Use Plastic Beverage Straws and Plastic Stirrers Prohibited

Contractor, vendor, lessee, concessionaire agrees to comply with Sec 2-731 of the City of Coral Gables Code, which prohibits the sale or use of single-use plastic beverage straws and single-use plastic stirrers within the city or in completing its duties to the city under this contract.

Single-use plastic beverage straw is defined as a tube, intended for only one-time use that is made predominantly of plastic derived from petroleum or a biologically based polymer, including polymers derived from corn or other plant sources, for transferring a beverage to the mouth of the drinker. Single-use plastic beverage straw include compostable and biodegradable petroleum or biologically based polymer straws, but does not include straws that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Single-use plastic stirrer is defined as a device that is used to mix beverages, intended for only one-time use, and made predominantly of plastic derived from either petroleum or a biologically based polymer, including polymers derived from corn or other plant sources. Single-use plastic stirrer includes compostable and biodegradable petroleum or biologically based polymer stirrers and lid plugs (splash sticks), but does not include stirrers that are made from non-plastic materials such as paper, sugar cane, bamboo, or other similar materials.

Contractor, vendor, lessee or concessionaire understands that violation of this section shall be deemed a default under the terms of the contract, lease or agreement.

4.7 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal to provide any goods or services to a public entity, may not submit a Bid with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendors list.

4.8 Resolution of Protests

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

4.9 Determination of Responsiveness

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

4.10 Evaluation of Bids

A. Rejection of Bids

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

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

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

B. Elimination From Consideration

- 1) A contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City. Principal, officer, or stockholder of Bidder shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

- 2) A contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or deliver on time contracts of a similar nature.
- 3) A contract may not be awarded to any person or firm which has been debarred by the City in accordance with the City's Debarment and Suspension Ordinance.
- 4) A contract may not be awarded to any person or firm with any record of judgments, bankruptcies, pending lawsuits against the City or criminal activities involving moral turpitude, and not have any conflicts of interest that have not been waived by the City Commission.

C. Determination of Responsibility

- 1) Bids will only be considered from entities who are regularly engaged in the business of providing the goods/equipment/services required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity; and, have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements. The City reserves the right to make pre-award inspections of the Bidder's facilities and/or equipment prior to contract award. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established entity in line with the best industry practices in the industry as determined by the City.
- 2) The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity in making the award.
- 3) The City may require the Bidder(s) to show proof that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.
- 4) Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City.
- 5) Bidder has previously defaulted in the performance of a public service contract, or has been convicted of a crime arising from the performance of a previous or current public service contract.
- 6) Any other inability, financial or otherwise, to perform the work, based on any reasons deemed proper as determined of Bidder's capability to perform the work

4.11 Collusion

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

4.12 Sub-Contractor(s) / Sub-Consultant

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

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

4.13 Substitutions for Assigned Personnel

The City reserves the right to approve substitutions for assigned personnel proposed for this

project. Substitutions may be allowed for staff turnover, sickness or other emergency situations.

4.14 Florida Public Records Law

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

Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute and made available for public inspection at the appropriate time. Bidder acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Supplier also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Supplier agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated herein.

4.15 Trade Secret, Proprietary or Confidential Information

The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the City in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that the information in the submittal as protected or confidential, the City may, in its' sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the submittal. Under no circumstances shall the City request the withdrawal of the confidentiality restriction if such decision, solely based on the City's discretion, would offer the Bidder a competitive advantage over other Bidders. The redaction or return of information pursuant to this clause may render a submittal non-responsive.

4.16 Purchasing Agreements with Other Government Agencies

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

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

4.17 Protection of Property / Safety Concerns

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

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

4.18 Invoicing & Payment

Invoices shall contain purchase order number, or services performed including if applicable, service data, number of labor hours for each worker, hourly rate(s) for each worker, total employee hours billed. Copies or invoices or other appropriate documentation shall be provided for each job to support their actual cost prior to reimbursement. The Bidder, upon request by the City, shall supply

additional documentation. Bidder may be paid in monthly installments. Payment is made according to the actual number of labor hours worked. Partial or full payment can be withheld until work is completed to the satisfaction of the City.

4.19 Auditing of Records

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

4.20 One Bid Response

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

4.21 Award of Contract

The contract will be awarded per the criteria outlined in Section 1.5. All services provided to the City of Coral Gables shall be rendered pursuant to the terms of a "Contract". The City of Coral Gables will not sign any contracts submitted by a proposing Bidder awarded the Contract. The Contract provides that the Bidder will render the requested services to the City as provided for in this document pursuant to the issuance of a Purchase Order through the City's Procurement Division.

4.21.1 Purchase Order: The City of Coral Gables through the Finance Department/Procurement Division will issue a Purchase Order Number to the awarded Contractor, following approval by the city commission and executed Contract. **Neither the Successful Bidder(s) nor any of his/her employees shall perform any work or deliver any goods unless a change order or purchase order is issued and received by the Contractor.**

4.22 Background Screenings

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

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

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

4.23 Estimated Quantities

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

4.24 Unit Prices

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

4.25 Continuation of Work

Any work that commences prior to and will extend beyond the expiration date of the current contract

period shall, unless terminated by written agreement by the City, will continue until completion at the same prices, terms and conditions.

SECTION 5

Invitation for Bids (IFB) No. 2020-014

5.0: INDEMNIFY, DEFEND AND HOLD HARMLESS & INSURANCE REQUIREMENTS

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

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

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

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

- a. Damages awarded to any person or party.
- b. Attorney's fees and costs incurred in defending such claims. The City may use the attorney or law firm of its choice in which event the Supplier will pay such firm the fees it charges the City, provided such fees are reasonable in light of the prevailing market rate for similar legal services. Such fees shall be deemed reasonable if they are no greater than the fees that City pays other counsel for representation in similar cases. If the City Attorney's Office provides the defense, Supplier will reimburse the City at the prevailing market rate for similar legal services.
- c. Attorney's fees and cost of any party that a court orders the City to pay.

Lost time that results from the City or its officials or employees responding to discovery or testifying by deposition or in court. In this regard, for any time the City spends in responding to document requests or public records requests relating to such claims whether from Supplier or any other party, Supplier will reimburse City \$50.00 for each employee work hour spent reviewing or responding to such requests. For any time spent testifying in court or in depositions, or preparing for such testimony, Supplier will reimburse CITY on a per hour basis as follows:

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

- d. The expenses incurred by City in complying with any administrative or court order that may arise from such claims.
- e. Miscellaneous expenses relating to such claims including expenses of hotels and transportation in trips relating to such claims; and
- f. Any other direct or indirect expense that City would not have incurred but for a claim that arises out of this agreement.

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

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

5.6 INSURANCE REQUIREMENTS

5.6.1 GENERAL CONDITIONS

Pursuant to the City of Coral Gables Code, Section 2-971 the Risk Management Division of the Office of Labor Relations and Risk Management has developed the following insurance requirements to protect the City of Coral Gables to the maximum extent feasible against any and all claims that could significantly affect the ability of the City to continue to fulfill its obligations and responsibilities to the taxpayers and the public.

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

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

5.6.2 INSURER REQUIREMENTS

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

5.6.3 TYPE OF COVERAGE & LIMIT OF LIABILITY REQUIREMENT

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

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

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

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

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

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

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

- d. **Pollution Liability Insurance** Supplier hereby agrees to maintain Pollution Legal & Remediation Liability coverage at a minimum limit not less than One Million (\$1,000,000) Dollars per occurrence and per annual aggregate providing coverage for damages against, but not limited to, third party liability, environmental clean-up, corrective action including assessment, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$10,000, the City reserves the right to review and request a copy of the Contractor's most recent annual report or audited financial statements. This coverage shall be endorsed to include the "City of Coral Gables" as an Additional Insured on a primary and non-contributory basis as well as a Waiver of Subrogation.

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

5.6.4.1 Workers Compensation

The standard form approved by the State of Jurisdiction

5.6.4.2 Commercial General Liability

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

5.6.4.3 Commercial Auto Liability

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

5.6.5 REQUIRED ENDORSEMENTS**5.6.5.1 The following endorsements with City approved language**

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

5.6.5.1.2 Waiver of Subrogation on all required coverages

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

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

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

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

5.6.6 HOW TO EVIDENCE COVERAGE TO THE CITY**5.6.6.1 The following documents must be provided to the City;**

5.6.6.1.1 A Certificate of Insurance containing the following information:

5.6.6.1.1.1 Issued to entity contracting with the City

5.6.6.1.1.2 Evidencing the appropriate Coverage

5.6.6.1.1.3 Evidencing the required Limits of Liability required

5.6.6.1.1.4 Evidencing that coverage is currently in force

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

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

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

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

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

5.6.7 WAIVER OF INSURANCE REQUIREMENTS

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

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

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

Call Service Lines - Insurance Compliance

Phone: (951) 652-2883.
Fax: (770) 325-0417
Email: cityofcoralgables@ebix.com

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

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

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SECTION 6

Invitation for Bids (IFB) No. 2020-016

6.0: SUBMISSION OF BIDS

6.1 SUBMITTAL INSTRUCTIONS

Bid responses to this IFB must be submitted electronically through PublicPurchase with all required forms and schedules executed. **The Bid must be signed by an officer or representative who is authorized to contractually bind the Bidder.** Bids shall be submitted in the format outlined below under "Bid Format".

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

Bidders shall submit a Bid Response, electronically via PublicPurchase along with all required checklists, forms, and schedules. Additionally, **The Professional Service Agreement** is a **draft** for your review; **therefore submittal of this agreement is not required with the Bid.** Bids received after the submittal deadline will not be accepted.

It will be the sole responsibility of the Bidder to ensure their Bid Response is uploaded to PublicPurchase on or before the submittal deadline.

All Bids submitted become the exclusive property of the City of Coral Gables.

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

6.2 BID FORMAT

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

- (a) **Title Page:** Show the IFB Number and Title, the name of your firm, address, telephone number, name of contact person, email address and date.
- (b) **Table of Contents:** Clearly identify each section below by name and page number. Please be sure to label the following sections in the Bid: Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement.
- (c) **Bidder Acknowledgement Form:** Complete, sign, and submit with bid.
- (d) **Solicitation Submission Checklist:** Complete and submit with bid.
- (e) **Minimum Qualification Requirements:** submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3.

- (f) **References:** Provide a list and description of a minimum of five (5) similar engagements satisfactorily performed in the past three (3) years as indicated in Section 3. For each engagement listed, include the description of the project, Owner name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. *Note: Do not include work/services performed for the City of Coral Gables or City employees as references.*
- (g) **Price Form:** Complete and submit with bid.
- (h) **IFB Response Forms:** Bidder shall complete, sign, notarize, as applicable, and submit the forms and schedules listed below. Mark "N/A" (*not applicable*) on any document that does not pertain to you.
- (i) Provide a signed statement that in the event both City fueling stations are shut down they have the capability to respond within two (2) hours to the affected stations.
- (j) **Contractor's Affidavit** - along with **Schedules A through H** as follows:
- | | |
|-------------------------------------|---|
| A - Certificate of Bidder | E - Code of Ethics, Conflict of Interest, Code of Silence |
| B - Non Collusion Affidavit | F - Americans with Disabilities Act (ADA) |
| C - Drug Free Statement | G - Public Entity Crimes |
| D - Bidders Qualification Statement | H - Acknowledgement of Addenda |
- (k) **Financial Stability:** After receipt of bids, Bidder may be required to submit financial statements for each of their last two (2) complete fiscal years within five (5) calendar days, upon written request. Such statements should include, at a minimum, Balance Sheets (Statements of Financial Position) and Statements of Profit and Loss (Statement of Net Income). Statements shall be certified by an independent Certified Public Accountant.

SECTION 7

Invitation for Bids (IFB) No. 2020-016

7.0: BID PRICING

Bidder shall provide pricing as outlined on the pricing form, and as described in the Scope of Work of this IFB. Pricing submitted in any other format will not be accepted or considered.

Bids should be typed or printed, preferably, in blue ink prior to **uploading to PublicPurchase**. All corrections to prices made by the Bidder **must** be **initialed**.

Award of bid will be made to the three (3) lowest responsive and responsible bidders as primary, secondary and tertiary vendors, within a reasonable time after opening. Bidders must bid on all items. Failure to do so may deem your bid non-responsive.

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

Pricing submitted may not contain price escalations of any kind.

SECTION 8

Invitation for Bids (IFB) No. 2020-016

8.0 IFB RESPONSE FORMS:

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

- A - Certificate of Bidder
- B - Non Collusion Affidavit
- C - Drug Free Statement
- D - Bidders Qualification Statement
- E - Code of Ethics, Conflict of Interest, Cone of Silence
- F - Americans with Disabilities Act (ADA)
- G - Public Entity Crimes
- H - Acknowledgement of Addenda
- I – APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
- J – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
- K – FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS
- L – WORK HOURS & SAFETY CERTIFICATION
- M – SAFETY ACCIDENT PREVENTION

RESPONDENT'S AFFIDAVIT

SOLICITATION: 2020-016 Fuel Station and Storage Facility Maintenance

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

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

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

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

_____ <i>Authorized Name and Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>
---	-----------------------	----------------------

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20____, before me the undersigned Notary Public of the State of _____, personally appeared _____
(Name(s) of individual(s) who appeared before Notary)

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

NOTARY PUBLIC, STATE OF _____

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

NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced
Identification:

(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

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

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

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

of the Respondent that has submitted the attached response.

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

Name: _____ Relationship: _____

Name: _____ Relationship: _____

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

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

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

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

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

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

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

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

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

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

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

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

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

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

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

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement below applies.]**

____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

[Attach a copy of the final order]

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

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

- 1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
- 2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bids.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

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

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

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

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

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

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

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

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

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

Signature of Company's Authorized Official

Name and Title of Company's Authorized Official

Date

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

Government Debarment & Suspension Instructions

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

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

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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

Printed Name and Title of Authorized Representative

Signature

Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

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

Florida Department of Management Services (Office of Supplier Diversity)
 Florida Department of Transportation
 Minority Business Development Center in most large cities and
 Local Government M/DBE programs in many large counties and cities

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

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

15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO. _____

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

This certification is incorporated as part of the contract for **Fuel Station and Storage Facility Maintenance**.

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

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

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

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

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

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

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

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

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

Contractor Signature

Date: _____

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carryout the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

_____, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.

Contractor Signature

Date: _____

SECTION 9

Invitation for Bids (IFB) No. 2020-016

9.0: CONTRACT/AGREEMENT (DRAFT)

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



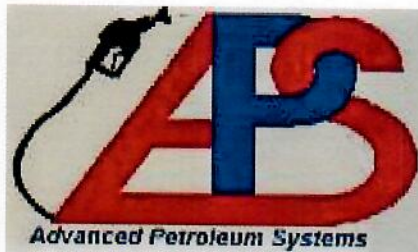
Proudly Serving the Petroleum Industry

BID FOR CITY OF CORAL GABLES SOLICITATION

(IFB) NO. 2020-016

FUEL STATION FACILITY MAINTENANCE

Presented By
Percy Newland
General Manager
+1 954-663-3291
newland@tryapsi.com
Date: June 30, 2020



Proudly Serving the Petroleum Industry

TABLE OF CONTENTS

(ARRANGED IN ACCORDANCE WITH SECTION 6.2)

BIDDER ACKNOWLEDGEMENT	-----	P3
CHECKLIST	-----	P4
MINIMUM QUALIFICATION		
POLLUTANT LICENSE	-----	P5
HAZWOPER 40 HOUR	-----	P6
FUEL MASTER CERTIFICATION	-----	P7
VEEDER-ROOT CERTIFICATION	-----	P8
VEEDER-ROOT ISTRIBUTORSHIP LISTING	-----	P9
FUEL LINE TESTING CERTIFICATION	-----	P10
LBT MIAMI GARDENS	-----	P11
LBT MIAMI-DADE	-----	P12
ACTIVE STATUS WITH SUNBIZ	-----	P13
REFERENCES	-----	P14
BID DOCUMENTS		
BID PRICE SHEET	-----	P15
CONTRACT AFFIDAVIT ALONG WITH SCHEDULE A – M (INCLUDING ADDENDA ACKNOWLEDGEMENT SCHEDULE H)	-----	P16
GRATUITOUS INFORMATION		
FLORIDA MINORITY BUSINESS CERTIFICATION	-----	P17
MIAMI-DADE COUNTY PUBLIC SCHOOL SBE CERTIFICATION	-----	P18
MIAMI-DADE COUNTY PUBLIC SCHOOL MWBE CERTIFICATION	-----	P19
PROOF OF INSURANCE	-----	P20

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
Finance Department / Procurement Division
Tel: 305-460-5102/ Fax: 305-261-1601

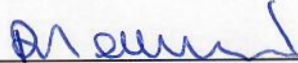
BIDDER ACKNOWLEDGEMENT

IFB Title: Fuel Stations and Storage Facility Maintenance	Electronic Bid response must be received prior to 2:00 p.m., on Wednesday July 1, 2020, via PublicPurchase and a to remain valid for 90 calendar days. Submittals received after the specified date and time will not be opened.
IFB No. 2020-016	Contact: Letrice Y. Smith, MBA
A cone of silence is in effect with respect to this IFB. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1027 of the City of Coral Gables Procurement Code.	Title: Procurement Specialist
	Telephone: 305-460-5121
	Email: lsmith@coralgables.com
	/ contracts@coralgables.com

Bidder Name: ADVANCED PETROLEUM SYSTEMS	FEIN or SS Number: 821846596
Complete Mailing Address: 16600 NW 54 AVE #14 MIAMI, FL 33014	Telephone No. 305-430-8500
Indicate type of organization below: Corporation: <input checked="" type="checkbox"/> Partnership: <input type="checkbox"/> Individual: <input type="checkbox"/> Other: <input type="checkbox"/>	Cellular No. 954-663-3291
Bid Bond / Security Bond N/A) _____%	Fax No.: 305-430-0735
	Email: NEWLAND@TRYAPSI.COM

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

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



Authorized Name and Signature

GENERAL MANAGER July 4, 2020

Title Date

SOLICITATION SUBMISSION CHECKLIST

Invitation for Bids (IFB) No.: 2020-016

COMPANY NAME: (Please Print): ADVANCED PETROLEUM SYSTEMS
Phone: 305 430 8500 Email: NEWLAND@TRYAPSI.COM

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

- 1) Title Page: Show the IFB number and title, the name of your firm, address, telephone number, name of contact person, e-mail address, and date. ✓
- 2) Provide a Table of Contents in accordance with the Bid Format, Section 6.2. Clearly identify the material by section and page number. Please ensure the following are properly identified on the following sections in the Bid Bid Bond (if applicable), Bid Price Sheet and Addendum Acknowledgement. ✓
- 3) Fill out, sign, and submit the Bidder's Acknowledgement Form. ✓
- 4) Fill out and submit this Solicitation Submission Checklist. ✓
- 5) Minimum Qualification Requirements: submit detailed verifiable information affirmatively documenting compliance with the Minimum Qualifications Requirements shown in Section 3. ✓
- 6) List all contracts which the Bidder has performed (past and present) for the City of Coral Gables. The City will review all contracts the Bidder has performed for the City in accordance with Section 4.10 Evaluation of Bids (c) (4) which states the City may consider "Bidder's unsatisfactory performance record, judged from the standpoint of conduct of work, workmanship, progress or standards of performance agreed upon in the Contract as substantiated by past or current work with the City". As such the Proposer must list and describe all work performed for Coral Gables and include for each project:
 - a. Name of the City Department for which the services are being performed,
 - b. Scope/description of work,
 - c. Awarded value of the contract/current value
 - d. Effective dates and term of the contract
 - e. City project manager's name and phone number,
 - f. Statement of whether the Proposer was the prime contractor or subcontractor, and
 - g. Results of the project.
- 7) References: Provide a list and description of a minimum of five (5) similar engagements satisfactorily performed in the past three (3) years as indicated in Section 3. For each engagement listed, include the Description of the Project, Owner information: name, telephone number and email address of a representative for whom engagement was undertaken who can verify performance. **Note: Do not include work/services performed for the City of Coral Gables or City employees as references.** ✓
- 8) Bid Price Form: Complete and submit with bid. ✓
- 9) Provide a signed statement that in the event both City fueling stations are shut down they have the capability to respond within two (2) hours to the affected stations. ✓
- 10) Fill out, sign, notarize, and submit the Contractor's Affidavit and Schedules A through M. ✓

Data Contained In Search Results Is Current As Of 01/05/2020 12:53 PM.

Search Results

Please see our [glossary of terms](#) for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified Pollutant Storage System Contractor	ADVANCED PETROLEUM SYSTEMS	DBA	PCC1256974 Cert Pollutant	Current, Active 08/31/2020
License Location Address*: 16600 NW 54TH AVE MIAMI, FL 33014 Main Address*: 4946 PATAGONIA PLACE LAND O' LAKES, FL 34638				
Construction Business Information	ADVANCED PETROLEUM SYSTEMS	DBA	Business Info	Current
Main Address*: 16600 NW 54TH AVE MIAMI, FL 33014				
Construction Financial Officer	ADVANCED PETROLEUM SYSTEMS	DBA	FRO10334 Fin Officer	Current
Main Address*: 16600 NW 54TH AVE MIAMI, FL 33014				

[Back](#)
[New Search](#)

*** denotes**

Main Address - This address is the Primary Address on file.

Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public.

Certificate of Completion

This is to certify that

PERCY NEWLAND

Has completed

HAZWOPER 40 HR

Completion Date: 11/21/2019

Course Duration: 40.0



360training.com

6801 N Capital of Texas Hwy, Bldg I, Suite 250 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com



360training.com

This certifies that the person named below successfully completed a

PERCY NEWLAND

HAZWOPER 40 HR

Curtis Chambers
Trainer Name

11/21/2019
Completed

This is your pocket card which may be used for proof of completion of your training. This training is intended to provide supervisor awareness for recognizing and preventing hazards on a construction site. Workers must receive additional training as required for the specific hazards of their job or federal, state, and local requirements.

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Questions? Visit
www.oshacampus.com

safety@oshacampus.com
877.881.2235

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(CUT HERE)



Syntech Systems - Home of the Fuelmaster

Certification

This certification is awarded to

PERCY NEWLAND

For successfully completing the course

FuelMaster Fundamentals - 1 Year Unlimited Access

11/26/2019

Issued Date

Never

Expiration Date



P.R. Dunlap
President, CEO

Certificate of Completion

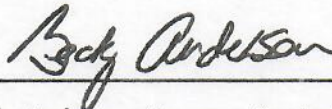
Jeff Perry

Has satisfactorily completed:

Veeder-Root ATG Recertification

Acquired On:

30-APR-2019



Becky Anderson, Manager, Service NPI



Q Deerfield Beach, Florida, US 100 mi Categories

4851 NW 79 AVENUE, UNIT #3, MIAMI, FL 33166, US

Find a Distributor

Get a Quote

P E T R O - T I T E C E R T I F I C A T I O N



Percy Newland
of
Advanced Petroleum Systems

Has successfully completed the "Petro-Tite® Line/Leak Detector Tester" Certification Exam. This person is certified by the manufacturer to be knowledgeable in the operation of the:

Petro-Tite ® Line/Leak Detector Tester

This certification meets or exceeds preliminary training and certification requirements of all regulatory agencies. Certain regulatory agencies may require additional agency sponsored training and certification. This certificate is non-transferable and is valid for two years from the date of issue. Mandatory recertification is required on or before the date of expiration. This certificate is property of Purpora Engineering Inc. and must be surrendered by the bearer on demand. Possession of this certificate is not an endorsement by Purpora Engineering Inc. of any testing activity involving the above listed testing equipment.

Date: 06/10/2020

Certification: bc7282f2

Expiration: 06/10/2022

Signature:

A handwritten signature in black ink, appearing to read 'Dale D. W. H.', is written over a faint, light blue circular stamp.



CITY OF MIAMI GARDENS

2019 CERTIFICATE OF USE 2020

EXPIRES September 30, 2020

MUST BE DISPLAYED AT PLACE OF BUSINESS

CU

LICENSE	ITEM	DESCRIPTION / RESTRICTIONS
---------	------	----------------------------

CU-001500

All Gen'l Bus/Whts/Rtl Uses

Use as permitted within zone:

ADVANCED PETROLEUM SYSTEMS INC
16600 NW 54TH AVE, UNIT 14
MIAMI GARDENS, FL 33014

Business Name/Location

0022422

ADVANCED PETROLEUM SYSTEMS INC
16600 NW 54TH AVE, UNIT 14
MIAMI GARDENS, FL 33014

Owner/Corp. Name

NEWLAND, PERCY

Use as permitted within zone.

City of Miami Gardens Code Enforcement Department 16605 N.W. 27th Avenue Suite 118, Miami Gardens FL 33056



CITY OF MIAMI GARDENS

2019 BUSINESS TAX RECEIPT 2020

EXPIRES September 30, 2020

MUST BE DISPLAYED AT PLACE OF BUSINESS

BT

LICENSE	ITEM	DESCRIPTION / RESTRICTIONS
---------	------	----------------------------

BT-005851

1610

MERCHANTS, RETAIL

ADVANCED PETROLEUM SYSTEMS INC
16600 NW 54TH AVE, UNIT 14
MIAMI GARDENS, FL 33014

Business Name/Location

0022422

ADVANCED PETROLEUM SYSTEMS INC
16600 NW 54TH AVE
UNIT 14
MIAMI GARDENS, FL 33014

Owner/Corp. Name

NEWLAND, PERCY

This is an business tax only. It does not permit the payee to violate any existing regulatory or zoning laws of the City or Miami Dade County. Nor does it exempt the payee from any other tax or permit required by law. This is not a certification of the payee's qualification

City of Miami Gardens Code Enforcement Department 16605 N.W. 27th Avenue Suite 118, Miami Gardens FL 33056

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4352241

BUSINESS NAME/LOCATIONADVANCED PETROLEUM SYSTEMS
16600 NW 54TH AVE 14
MIAMI GARDENS FL 33014**RECEIPT NO.**RENEWAL
4542313**SEC. TYPE OF BUSINESS**

213 SERVICE BUSINESS

OWNERADVANCED PETROLEUM SYSTEMS INC
C/O PERCY NEWLAND MGR

Employee(s) 7

Not a Contractor Receipt

EXPIRES**SEPTEMBER 30, 2020**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**PAYMENT RECEIVED
BY TAX COLLECTOR**\$45.00 09/12/2019
CREDITCARD-19-073896

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

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

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

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

4352241

BUSINESS NAME/LOCATIONADVANCED PETROLEUM SYSTEMS
16600 NW 54TH AVE 14
MIAMI GARDENS FL 33014**RECEIPT NO.**RENEWAL
4542305**SEC. TYPE OF BUSINESS**

220 TANGIBLE PERSONAL PROP DLR

OWNERADVANCED PETROLEUM SYSTEMS INC
C/O PERCY NEWLAND MGR

Employee(s) 7

EXPIRES**SEPTEMBER 30, 2020**Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10**PAYMENT RECEIVED
BY TAX COLLECTOR**\$45.00 09/12/2019
CREDITCARD-19-073896

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

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

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

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Fictitious Name Search

Fictitious Name Detail

Fictitious Name

ADVANCED PETROLEUM SYSTEMS

Filing Information

Registration Number G18000091345

Status ACTIVE

Filed Date 08/16/2018

Expiration Date 12/31/2023

Current Owners 1

County MIAMI-DADE

Total Pages 2

Events Filed 1

FEI/EIN Number NONE

Mailing Address

16600 NW 54TH AVE
#14
MIAMI, FL 33014

Owner Information

GENISIS GLOBAL LLC
16600 NW 54TH AVE, #14
MIAMI GARDENS, FL 33014
FEI/EIN Number: 82-1846596
Document Number: L17000127446

Document Images

[08/16/2018 -- Fictitious Name Filing](#)[10/17/2018 -- CHANGE NAME/ADDRESS](#)

[Previous on List](#) [Next on List](#) [Return to List](#)[Filing History](#)

Fictitious Name Search



PROFESSIONAL REFERENCES

1. KIRK HOBSON-GARCIA
DEPUTY DIRECTOR, CITY OF MIRAMAR PUBLIC WORKS DEPARTMENT
TEL.: (954) 883-5101; EMAIL: KFHobson-Garcia@miramarfl.gov
WORK PERFORMED: CONTRACTUAL FUEL STATION MAINTENANCE FOR 14 SITES - PUBLIC WORKS, CITY HALL, POLICE STATIONS, FIRE STATIONS, AND RECREATION CENTERS.
EQUIPMENT: FUELMASTER, VEEDER-ROOT, PNEUMERCATOR, AST, UST.
2. GERMAN CARDONA
FLEET MANAGER, CITY OF DEERFIELD BEACH
TEL.: (954) 218-7668; EMAIL: GCardona@deerfield-beach.com
CONTRACTUAL MAINTENANCE OF 5 SITES – PUBLIC WORKS, FLEET, CITY HALL, FIRE STATIONS. **EQUIPMENT:** FUELMASTER, VEEDER-ROOT, PNEUMERCATOR, AST, UST.
3. JUAN PAULINO
FLEET MANAGER, MIAMI SHORES VILLAGE
(305) 795-2210; EMAIL: paulinoj@msvfl.gov
PERFORMED NON-CONTRACTUAL PERPETUAL MAINTENANCE ON FUEL DISPENSERS AND STORAGE TANK AT PUBLIC WORKS AND POLICE STATION. **EQUIPMENT:** FUELMASTER, VEEDER-ROOT, AST, UST.
4. LILLIAN LOPEZ
FLEET ADMINISTRATOR, CITY OF HOMESTEAD
TEL.: (305) 224-4620; EMAIL: llopez@cityofhomestead.com
PERFORMED CONTRACTUAL WORK AT FLEET DEPARTMENT ON STORAGE TANKS MONITORING DEVICES AND INSTALLATION OF NEW DISPENSERS. **EQUIPMENT:** VEEDER-ROOT, FUELMASTER, AST, UST.
5. JEFF GEIMER
CAPITAL PROJECT MANAGER, PUBLIC WORKS
CITY OF NORTH MIAMI
TEL.: (305) 895-9870; EMAIL: jgeimer@northmiamifl.gov
PERFORMED FUEL DISPENSER AND FUEL TANK MAINTENANCE AT FLEET DEPOT

IN ADDITION: WE CURRENTLY PERFORM SIMILAR WORK FOR UPS FROM HOMESTEAD TO VERO BEACH; FDOT; CITIES OF PINECREST, LIGHTHOUSE POINT, CORAL SPRINGS, MIAMI, MIAMI BEACH, NORTH MIAMI BEACH, HOLLYWOOD, CORAL GABLES, HALLANDALE, AND MANY MORE; BAPTIST HOSPITALS; MOUNT SINAI; UNIVERSITY OF MIAMI AND MANY MORE PRIVATE AND PUBLIC INSTITUTIONS.

BID PRICE SHEET

Award of this project will be made to the three (3) lowest responsive and responsible bidders as primary, secondary and tertiary vendors, who bid on all items, and whose bid offers the lowest total price when all items are added in the aggregate. Bidder must bid on all items, failure to do so may deem your bid non-responsive. In the event of errors in the extension price, the unit price will prevail and the bidder's total bid offer will be corrected accordingly.

IFB 2020-016 - Fuel Station and Storage Facility Maintenance

ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED LABOR HOURS	UNIT PRICE PER HOUR	EXTENDED PRICE
1.	Standard Hourly Labor Rate	300	\$ 100	\$30,000
2.	Emergency (after business hours) Hourly Labor Rate		\$ 150	

Emergency Labor Rate will not be used to determine the successful bidder(s).

TOTAL BID \$ 30,000

NOTE: The prices stated in the Bid shall include full compensation for overhead and profit, travel, taxes, labor, home office expenses, insurance requirements, and any all other costs and expenses and/or incidentals required to perform and complete the work as stated in the Invitation For Bid (IFB) and Scope of Services with the exception of required materials/parts. Prices shown shall be for the duration of the contract including any renewals or extensions.

Authorized Signature:		Title:	GENERAL MANAGER
Print/Type Name:	PERCY NEWLAND	Phone:	305-430-8500
Email:	NEWLAND@TRYAPSI.COM	F.E.I.N. No.:	82-1846596
Address:	16600 NW 54 AVE #14	City:	MIAMI
State:	FL	Zip Code:	33014

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE CONTRACTOR TO BE BOUND BY THE TERMS OF ITS QUOTATION. FAILURE TO SIGN THIS QUOTATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE OR PROVIDE THE FORM AS PRESENTED MAY RENDER THE CONTRACTOR NON-RESPONSIVE

RESPONDENT'S AFFIDAVIT

SOLICITATION: 2020-016 Fuel Station and Storage Facility Maintenance

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

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

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

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

Percy Newland Miami G.M. 7.1.2020
Authorized Name and Signature Title Date

STATE OF Florida

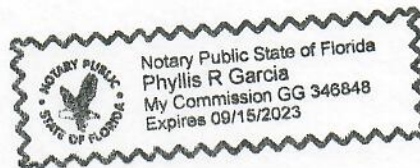
COUNTY OF Palm Beach

On this 1st day of JULY, 2020, before me the undersigned Notary Public of the State of Florida, personally appeared Percy Newland
(Name(s) of individual(s) who appeared before Notary)

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

Phyllis R Garcia
NOTARY PUBLIC, STATE OF Florida

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



NOTARY PUBLIC
SEAL OF OFFICE:

Personally know to me, or Produced Identification:

Drivers license
(Type of Identification Produced)

SCHEDULE "A" - CITY OF CORAL GABLES – STATEMENT OF CERTIFICATION

Neither I, nor the company, hereby represent has:

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

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

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

of the Respondent that has submitted the attached response.

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

Name: _____ Relationship: _____

Name: _____ Relationship: _____

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

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

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

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

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

SCHEDULE "D" CITY OF CORAL GABLES – RESPONDENT'S QUALIFICATION STATEMENT

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

GENERAL COMPANY INFORMATION:

Company Name: ADVANCED PETROLEUM SYSTEMS

Address: 16600 NW 54 AVE #14 MIAMI FL 33014
Street City State Zip Code

Telephone No: (305) 430 8500 Fax No: (305) 430 0735 Email: NEWLAND@TR4PSI.COM

How many years has your company been in business under its present name? 20 Years

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

ATTACHED

Under what former names has your company operated? : NONE

At what address was that company located? N/A

Is your company certified? Yes ☒ No ☐ If Yes, **ATTACH COPY** of Certification.
Is your company licensed? Yes ☒ No ☐ If Yes, **ATTACH COPY** of License

Has your company or its senior officers ever declared bankruptcy?

Yes ☐ No ☒ If yes, explain: N/A

LEGAL INFORMATION:

Please identify each incident **within the last five (5) years** where (a) a civil, criminal, administrative, other similar proceeding was filed or is pending, if such proceeding arises from or is a dispute concerning the Respondent's rights, remedies or duties under a contract for the same or similar type services to be provided under this solicitation **(A response is required. If applicable please indicate "none" or list specific information related to this question. Please be mindful that responses provided for this question will be independently verified):**

NONE

Has your company ever been debarred or suspended from doing business with any government entity?

Yes ☐ No ☒ If Yes, explain N/A

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

THESE SECTIONS OF THE CITY CODE CAN BE FOUND ON THE CITY'S WEBSITE, UNDER GOVERNMENT, CITY DEPARTMENT, PROCUREMENT, PROCUREMENT CODE (CITY CODE CHAPTER 2 ARTICLE VIII); SEC 2-1023; SEC 2-606; AND SEC 2-1027, RESPECTIVELY.

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

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

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

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

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

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

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

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

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

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

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Please indicate which statement below applies.]**

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

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

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

[Attach a copy of the final order]

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

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

1. The undersigned agrees, if this IFB is accepted, to enter in a Contract with the CITY to perform and furnish all work as specified or indicated in the IFB and Contract Documents within the Contract time indicated in the IFB and in accordance with the other terms and conditions of the solicitation and contract documents.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Invitation for Bids.

Failure to adhere to changes communicated via any addendum may render your response non-responsive.

Addendum No. 1 Date 6.29.2020 Addendum No. _____ Date _____

Addendum No. 2 Date 7.1.2020 Addendum No. _____ Date _____

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

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

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

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

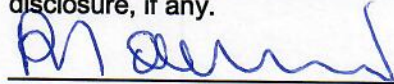
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

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

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

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

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



Signature of Company's Authorized Official

Percy Newland, GM.

Name and Title of Company's Authorized Official

July 4, 2020

Date

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

Government Debarment & Suspension Instructions

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

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

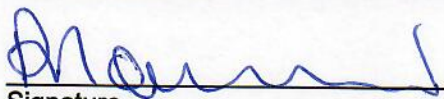
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations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

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

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

PERCY NEWLAND, GENERAL MANAGER

Printed Name and Title of Authorized Representative


Signature

July 4, 2020
Date

SCHEDULE "K" FEDERAL GRANT FUNDING SPECIAL PROPOSAL CONDITIONS

This procurement is fully or partially Federally Grant funded. Respondent certifies that it shall comply with the applicable clauses as enumerated below.

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

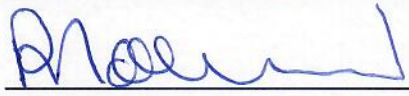
Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

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

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

15. **Access to Records and Reports:** Respondent will make available to the City's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, City of Coral Gables, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the proposer that are pertinent to the City's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the respondent's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
16. **Record Retention:** Respondent will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
17. **Federal Changes:** Respondent shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.
18. **Termination for Default (Breach or Cause):** If a contract is entered into, the Respondent acknowledges that if it fails to perform in the manner called for in the contract, or if the Respondent fails to comply with any other provisions of the contract, the City may terminate the contract for default. Termination shall be effected by serving a notice of termination to the respondent setting forth the manner in which the respondent is in default. The respondent will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
19. **Safeguarding Personal Identifiable Information:** Respondent will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
20. **Prohibition on utilization of cost plus a percentage of cost contracts:** The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.
21. **Energy Policy and Conservation Act (43 U.S.C. §6201):** All contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Contracts shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

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

DATE: July 4, 2020 SIGNATURE: 

COMPANY: ADVANCED Petroleum System NAME: PERCY NEWLAND

ADDRESS: 16600 NW 54 AVE #14 TITLE: GENERAL MANAGER
MIAMI, FL 33014

E-MAIL: NEWLAND@TRYAPSI.COM

PHONE NO. 305-430-8500

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

This certification is incorporated as part of the contract for **Fuel Station and Storage Facility Maintenance**.

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

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

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

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

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

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

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

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

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


Contractor Signature

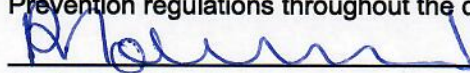
Date: July 4, 2020

SCHEDULE "M" – SAFETY ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Construction Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 3704).

ADVANCED PETROLEUM Systems, hereby certifies that it shall adhere to the Safety Accident Prevention regulations throughout the duration of this Contract as set forth above.



Contractor Signature

Date: July 4, 2020



Minority Business Certification

GENISIS GLOBAL LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/29/2018 to 11/29/2020

Erin Rock, Secretary
Florida Department of Management Services



MIAMI-DADE COUNTY PUBLIC SCHOOLS



Small Business Enterprise (SBE) Certificate

THIS CERTIFIES THAT
**GENISIS GLOBAL LLC DBA ADVANCED PETROLEUM
SYSTEMS**

IS OWNED AND CONTROLLED BY A(N)
SBE Tier 1

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02



Torey Alston

**Economic Equity & Diversity Compliance Officer
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132**

March 1, 2019	March 1, 2022	6522994
Issue Date	Expiration Date	Vendor No.

MIAMI-DADE COUNTY PUBLIC SCHOOLS



Minority/Women Business Enterprise (MWBE) Certificate

THIS CERTIFIES THAT
GENISIS GLOBAL LLC DBA ADVANCED PETROLEUM
SYSTEMS

IS OWNED AND CONTROLLED BY A(N)
AFRICAN AMERICAN

PURSUANT TO MIAMI-DADE COUNTY PUBLIC SCHOOL BOARD POLICY 6320.02



Torey Alston

**Economic Equity & Diversity Compliance Officer
Office of Economic Opportunity
Miami-Dade County Public Schools
1450 NE 2nd Avenue - Suite 428
Miami, Florida 33132**

**March 1, 2019
Issue Date**

**March 1, 2022
Expiration Date**

**6522994
Vendor No.**



ADVAPET

OP ID: AP

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
10/14/2019

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

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

PRODUCER
Newman Insurance Agency, Inc.
6700 Stirling Road
Hollywood, FL 33021-
HGF Insurance Services Inc

954-963-9626

CONTACT NAME: HGF Insurance Services Inc

PHONE (A/C, No, Ext): 954-963-9626

FAX (A/C, No):

E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: STICO Mutual Insurance Company

INSURER B: Lancer Insurance Company

INSURER C: Economy Preferred Insurance Co

INSURER D:

INSURER E:

INSURER F:

INSURED
Genisis Global LLC DBA
Advanced Petroleum Systems Inc
18600 NW 54th Ave #14
Miami, FL 33014

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		1-HYB00005-19	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
C	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA049272P2019	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10065	10/01/2019	10/01/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

PROOF OF INSURANCE

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

AUTHORIZED REPRESENTATIVE
HGF Insurance Services Inc



EVIDENCE OF PROPERTY INSURANCE

OP ID: AP

DATE (MM/DD/YYYY)
10/14/2019

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

AGENCY Newman Insurance Agency, Inc. 5700 Stirling Road Hollywood, FL 33021- Jeffrey M. Newman		PHONE (A/C, No, Ext): 954-963-9626		COMPANY Lloyd's of London	
FAX (A/C, No):		E-MAIL ADDRESS:			
CODE AGENCY CUSTOMER ID#		SUB CODE:			
INSURED Genisis Global LLC dba Advanced Petroleum Systems 16600 NW 54 AV #14 Miami, FL 33014		LOAN NUMBER 10212668		POLICY NUMBER L32888	
		EFFECTIVE DATE 10/01/18		EXPIRATION DATE 10/01/19	
				<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
THIS REPLACES PRIOR EVIDENCE DATED:					

PROPERTY INFORMATION

LOCATION/DESCRIPTION 16600 NW 54 AV #13-14 Miami, FL 33014	repair, installation & sales of fuel pumps and monitoring systems for gas stations
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THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	X	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE / PERILS / FORMS						
Prem 1/Bldg 1/ Special/ RC/ 80% Co Ins						
Business Personal Property					250,000	1,000
Improvement & Betterments					204,000	1,000
Theft Sublimit					100,000	1000
Windstorm & Hail 5%						

REMARKS (Including Special Conditions)

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CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS PROOF OF INSURANCE	ADDITIONAL INSURED	X	LENDER'S LOSS PAYABLE	<input type="checkbox"/>	LOSS PAYEE
	MORTGAGEE				
	LOAN # 10212668				
	AUTHORIZED REPRESENTATIVE Jeffrey M. Newman				