



CITY OF SOUTH MIAMI  
 INVITATION TO QUOTE  
 ITQ #PR2016-27  
 LUMP SUM PROPOSAL

THIS IS NOT  
 AN ORDER

<b>SUBMITTED TO:</b>	City Clerk	<b>PROJECT:</b>	Fourth of July Fireworks Display
<b>NAME:</b>	Maria Menendez, CMC	<b>ADDRESS:</b>	Palmer Park
<b>ADDRESS:</b>	6130 Sunset Drive	<b>CITY/STATE:</b>	South Miami, Fl 33143
<b>CITY/STATE:</b>	Miami, Florida 33143	<b>ISSUE DATE:</b>	December 12, 2016
<b>PHONE:</b>	305-663-6339	<b>E-MAIL:</b>	<a href="mailto:skulick@southmiamifl.gov">skulick@southmiamifl.gov</a>
<b>MANDATORY PRE-QUOTE MEETING:</b>	None Scheduled	<b>DUE DATE:</b>	10:00 AM; December 23, 2016

**QUOTE SUBMISSION REQUIREMENTS:**

Quotes submitted after **10 AM** on the due date will not be accepted unless otherwise specified in the quote document of a time change. All quotes will be submitted to the City Clerks Office in a sealed envelope. The label on the on the envelope needs to read as follows:

City of South Miami  
 Maria M. Menendez, CMC  
 6130 Sunset Drive  
 South Miami, Fl. 33143

Project Name: "Fourth of July Fireworks"

Must input project name. If label does not have all information above your quote will not be accepted.

**INSURANCE REQUIREMENTS :**

The CITY'S insurance requirements are attached (**Exhibit 1**). As a condition of award, the awarded vendor must provide a certificate of insurance naming the City as additional insured.

**AFFIDAVITS REQUIRED WITH SUBMITTAL: (Exhibit 2)**

Respondents must complete and submit with your quote affidavits provided in Exhibit 2.

**QUESTIONS:**

Any Requests for additional information or questions must be in writing, **emailed by 10 AM local time on December 16, 2016 to the attention of Mr. Steven Kulick, Purchasing Manager, at [skulick@southmiamifl.gov](mailto:skulick@southmiamifl.gov).**

**SCOPE OF SERVICES DESCRIPTION (TO BE COMPLETED BY CITY):**

REFER TO "SCOPE OF SERVICES"

**DESCRIPTION OF WORK TO BE PERFORMED BY CONTRACTOR:**

Item Number	Item Description	Unit	Qty	Amount
	Refer to Scope of Services Description			

Respondent shall furnish all materials and equipment necessary to secure completion of the work. Respondent shall be compensated according to the quote submitted. Respondent may choose to submit a quote on company letterhead but must be attached to this form.

<b>Print/Type Name:</b> _____	<b>Phone:</b> _____
<b>Signature:</b> _____	<b>Date:</b> _____
<b>E-mail:</b> _____	<b>Fax:</b> _____
<b>Firm Name:</b> _____	<b>F.E.I.N. No.:</b> ____/____-____/____/____/____/____
<b>Address:</b> _____	<b>City:</b> _____ <b>State:</b> _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER. THE CITY'S REQUEST FOR QUOTES IS FOR THE LOWEST AND MOST RESPONSIVE PRICE. THE CITY RESERVES THE RIGHT TO AWARD THE PROJECT TO THE FIRM CONSIDERED THE BEST TO SERVE THE CITY'S INTEREST.

RESPONDENT ACCEPTS ALL OF THE TERMS AND CONDITIONS OF THE SOLICITATION AND QUOTE SUBMISSION REQUIREMENTS. THIS PROPOSAL WILL REMAIN SUBJECT TO ACCEPTANCE FOR 180 CALENDAR DAYS AFTER THE PROPOSAL OPENING. THE RESPONDENT, BY SIGNING AND SUBMITTING THIS PROPOSAL, AGREES TO ALL THE TERMS AND CONDITIONS OF THE FORM CONTRACT THAT IS A PART OF THE SOLICITATION PACKAGE WITH APPROPRIATE CHANGES TO CONFORM TO THE INFORMATION CONTAINED IN THIS INVITATION TO QUOTE.

## Scope of Services

Invitation to Quote: (ITQ #PR2016-27)

City of South Miami Fireworks Display for July 4, 2017

Show time: After Dusk; Approx. 9:15 PM

“Lump Sum Quote”

### **I. Scope:**

The City of South Miami is seeking quotations from experienced and capable parties to develop a custom fireworks display for a period of 12 to 15 minutes on July 4, 2017, at the City of South Miami’s Palmer Park. Respondent shall furnish all materials and equipment necessary to secure the completion of the work. The work includes the delivery, set-up and disposal of fireworks and all related materials and equipment and, obtaining all permits related to fireworks and reflected in the Respondents “**Lump Sum**” quote.

As an alternative, the City’s Parks and Recreation Department is interested in delivering an eco-friendly fourth. For example, use of compressed air to lift fireworks and use more white fireworks since they don’t contain perchlorate which minimizes contamination of yards and ground water. Limit the amount of green fireworks since they’re most likely to contain barium.

***Note: The Respondent shall have access to the site location for set-up and shall work with the City’s Parks & Recreation Department and Special Events Coordinator to ensure all necessary access is provided to meet the approximate show time and date.***

### **2. Permits and Safety:**

Respondent shall be responsible to secure all permits and conform to all municipal regulations relating to fireworks displays. Respondent shall be responsible for obtaining permitting through Miami Dade County Fire Department for the Fireworks Display and, coordinating a final walk-through. The Respondent shall verify and assume responsibility that the firing area provided by the City conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. The display program requires a safety zone that has a radius of 350 feet, if 5” shells are to be used.

The City of South Miami shall provide police and adequate parking supervision at the designated locations and shall ensure the “**Safety Zone**” as marked and secured by the Respondent, and is patrolled until the Respondent advises City personnel that the “**Safety Zone**” is no longer needed.

### **3. Site Location:**

The Fireworks Display shall be held at the City of South Miami's Palmer Park located at 6100 SW 67 Avenue, South Miami, FL 33143.

**4. Rain Date:**

In the event of inclement weather and the display must be cancelled on July 4, 2017; a Rain Date of July 5, 2017 has been established; all prices, terms and conditions shall apply.

**5. Minimum Shell Count:**

**Shell Count:** The Respondent shall, at a minimum, provide a display that includes the following estimated shell count:

	<u>OPENING</u>	<u>BODY</u>	<u>FINALE</u>	<u>TOTAL SHELLS</u>
2.5 Shells	72		72	144
3" Shells		120	300	420
4" Shells	18	198	72	288
5" Shells	None	None	None	None
CAKES		600 Shots	1200 Shots	1800 Shots

**6. Fireworks Effects:**

The display shall include, but not be limited to, the following fireworks effects:

- **ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS** – bursts resembling a round and weeping flower pattern,
- **WHISTLES** – a break of color, followed by whistles,
- **SCREAMING DRAGONS** – a break of bright magnesium colors followed by loud screaming whistle,
- **GOLD FLITTER, SILVER OR GILTER CROSSETTES** – exploding comets crackling into crisscrossing effects,
- **FANCY STAR SHELLS** – Assorted brilliant colors in various patterns,
- **SPIDERWEBS** – long hanging fine webs of gold or silver,
- **TOURBILLIONS** – titanium silver spinning effects,

- **RINGSHELLS** – assorted ring patterns of different colors of one, two, three or five different colors,
- **GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES** – a palm tree image with trunk-like different forms,
- **ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES** – two or three distinct color changes that resemble a round and weeping flower pattern,
- **STROBES** – a variety of bright twinkling shells,
- **ASSORTED COLOR BROCADES** – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low,
- **MULTI-BREAK SALUTE SHELLS** – a variety of salute effects that incorporate multiple powerful reports into the display,
- **ASSORTED COMETS**, bright luminous thick tail with comet-like appearance with various colors,
- **ASSORTED TIGERTAILS**, similar to comets,
- **ASSORTED MINES**, projects various types of effect and colored stars that are launched and ignited at a low altitude,
- **TITANIUM SALUTES** – these shells explode into a burst of brilliant white lights and booming reports,
- **ASSORTED COLOR & CRACKLING EFFECTS** – assorted color peonies and chrysanthemums with crackling effects,
- **WILLOWS** – very fine lines with an umbrella like effect cascading slowly.

*Additional fireworks may be acceptable upon review and approval by the City's Project Manager for this event.*

The City reserves the right to award the Project to the Respondent with the lowest, most responsive, responsible Proposal, as determined by the City, subject to the right of the City, or the City Commission, to reject any and all proposals, and the right of the City to waive any irregularity in the Proposals or ITQ procedure and subject also to the right of the City to award the Project, and execute a contract with a Respondent or Respondents, other than to the one who provided the lowest Proposal Price.

## EXHIBIT I

### Insurance & Indemnification Requirements

#### I.01 Insurance

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

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

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

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

- Personal Injury: \$1,000,000;
- Medical Insurance: \$5,000 per person;
- Property Damage: \$500,000 each occurrence;

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

- (a) Premises and Operation
- (b) Independent Contractors

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

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

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

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

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

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

I.09 Miscellaneous:

- A. If any notice of cancellation of insurance or change in coverage is issued by the insurance company or should any insurance have an expiration date that will occur during the period of this contract, the FIRM shall be responsible for securing other acceptable insurance prior to such cancellation, change, or expiration so as to provide continuous coverage as specified in this section and so as to maintain coverage during the life of this Contract.
- B. All deductibles must be declared by the FIRM and must be approved by the CITY. At the option of the CITY, either the FIRM shall eliminate or reduce such deductible or the FIRM shall procure a Bond, in a form satisfactory to the CITY covering the same.
- C. The policies shall contain waiver of subrogation against CITY where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have. The CITY reserves the right at any time to request a copy of the required policies for review. All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY as well as contractual liability provision covering the Contractors duty to indemnify the City as provided in this Agreement.
- D. Before starting the Work, the FIRM shall deliver to the CITY and CONSULTANT certificates of such insurance, acceptable to the CITY, as well as the insurance binder, if one is issued, the insurance policy, including the declaration page and all applicable endorsements and provide the name, address and telephone number of the insurance agent or broker through whom the policy was obtained. The insurer shall be rated A.VII or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. All insurance policies must be written on forms approved by the State of Florida and they must remain in full force and effect for the duration of the contract period with the CITY. The FIRM may be required by the CITY, at its sole discretion, to provide a "certified copy" of the

Policy (as defined in Article I of this document) which shall include the declaration page and all required endorsements. In addition, the FIRM shall deliver, at the time of delivery of the insurance certificate, the following endorsements:

- (1) a policy provision or an endorsement with substantially similar provisions as follows:  
“The City of South Miami is an additional insured. The insurer shall pay all sums that the City of South Miami becomes legally obligated to pay as damages because of ‘bodily injury’, ‘property damage’, or ‘personal and advertising injury’ and it will provide to the City all of the coverage that is typically provided under the standard Florida approved forms for commercial general liability coverage A and coverage B”;
  - (2) a policy provision or an endorsement with substantially similar provisions as follows:  
“This policy shall not be cancelled (including cancellation for non-payment of premium), terminated or materially modified without first giving the City of South Miami ten (10) days advanced written notice of the intent to materially modify the policy or to cancel or terminate the policy for any reason. The notification shall be delivered to the City by certified mail, with proof of delivery to the City.”
- E. If the FIRM is providing professional services, such as would be provided by an architect, engineer, attorney, or accountant, to name a few, then in such event and in addition to the above requirements, the FIRM shall also provide Professional Liability Insurance on a Florida approved form in the amount of \$1,000,000 with deductible per claim if any, not to exceed 5% of the limit of liability providing for all sums which the FIRM shall become legally obligated to pay as damages for claims arising out of the services or work performed by the FIRM its agents, representatives, Sub Contractors or assigns, or by any person employed or retained by him in connection with this Agreement. This insurance shall be maintained for four years after completion of the construction and acceptance of any Project covered by this Agreement. However, the FIRM may purchase Specific Project Professional Liability Insurance, in the amount and under the terms specified above, which is also acceptable. No insurance shall be issued by a surplus lines carrier unless authorized in writing by the city at the city’s sole, absolute and unfettered discretion.

## **Indemnification Requirement**

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

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

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

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

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

F. However, as to design professional contracts, and pursuant to Section 725.08 (1), Florida Statutes, none of the provisions set forth herein above that are in conflict with this subparagraph shall apply and this subparagraph shall set forth the sole responsibility of the design professional concerning indemnification. Thus, the design professional's obligations as to the City and its agencies, as well as to its officers and employees, is to indemnify and hold them harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

**EXHIBIT 2**  
**INVITATION TO QUOTE**  
**AFFIDAVITS AND FORMS**  
**SUBMISSION REQUIREMENTS**

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

1. Non-Collusion Affidavit
2. Public Entity Crimes and Conflicts of Interest
3. Drug Free Workplace
4. Acknowledgement of Conformance with OSHA Standards
5. Federal and State Vendor Listing
6. Related Party Transaction Verification Form
7. Presentation Team Declaration/Affidavit of Representation
8. Signed Contract Document (All- including General Conditions and Supplementary Conditions if attached. **EXHIBIT 3**

**NON COLLUSION AFFIDAVIT**

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

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

- (1) He/She/They is/are the \_\_\_\_\_  
(Owner, Partner, Officer, Representative or Agent) of  
  
\_\_\_\_\_ the Respondent that has submitted the  
attached Proposal;
- (2) He/She/They is/are fully informed concerning the preparation and contents of the attached Proposal  
and of all pertinent circumstances concerning such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives,  
employees or parties in interest, including this affiant, have in any way colluded, conspired, connived  
or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or  
sham Proposal in connection with the Work for which the attached Proposal has been submitted; or  
to refrain from Bidding or proposing in connection with such Work; or have in any manner, directly  
or indirectly, sought by agreement or collusion, or communication, or conference with any  
Respondent, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any  
other Respondent, or to fix any overhead, profit, or cost elements of the Proposal Price or the  
Proposal Price of any other Respondent, or to secure through any collusion, conspiracy, connivance,  
or unlawful agreement any advantage against (Recipient), or any person interested in the proposed  
Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any  
collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any other  
of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

\_\_\_\_\_  
Date

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned Notary Public of the State  
of Florida, personally appeared (Name(s) of individual(s) who appeared before  
notary)\_\_\_\_\_ and whose name(s) is/are Subscribed to the  
within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

NOTARY PUBLIC:  
SEAL OF OFFICE:

\_\_\_\_\_  
Notary Public, State of Florida

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

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Personal identification:

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

\_\_\_\_\_ Did take an oath, or

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

## PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

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

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

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

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

I. This sworn statement is submitted to

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

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

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

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

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

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to , any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in

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

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

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

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

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

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

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

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

\_\_\_\_\_  
[Signature]

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

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

\_\_\_\_\_  
(Type of identification)  
Form PUR 7068 (Rev.06/11/92)

Notary Public – State of \_\_\_\_\_

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

## DRUG FREE WORKPLACE

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

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

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

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

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

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

## ACKNOWLEDGEMENT OF CONFORMANCE WITH OSHA STANDARDS

TO THE CITY OF SOUTH MIAMI

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

---

---

---

to comply with such act or regulation.

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Title

**AFFIDAVIT CONCERNING  
FEDERAL AND STATE VENDOR LISTINGS**

The person, or entity, who is responding to the City’s solicitation, hereinafter referred to as “Respondent”, must certify that the Respondent’s name Does Not appear on the State of Florida, Department of Management Services, “CONVICTED, SUSPENDED, DISCRIMINATORY FEDERAL EXCLUDED PARTIES and COMPLAINTS VENDOR LISTINGS”.

If the Respondent’s name Does appear on one or all the “Listings” summarized below, Respondents must “Check if Applies” next to the applicable “Listing.” The “Listings” can be accessed through the following link to the Florida Department of Management Services website:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)

**DECLARATION UNDER PENALTY OF PERJURY**

I, \_\_\_\_\_(hereinafter referred to as the “Declarant”) state, under penalty of perjury, that the following statements are true and correct:

- (1) I represent the Respondent whose name is \_\_\_\_\_.
- (2) I have the following relationship with the Respondent \_\_\_\_\_ (Owner (if Respondent is a sole proprietor), President (if Respondent is a corporation) Partner (if Respondent is a partnership), General Partner (if Respondent is a Limited Partnership) or Managing Member>(if Respondent is a Limited Liability Company).
- (3) I have reviewed the Florida Department of Management Services website at the following URL address: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/vendor\\_information/convicted\\_suspended\\_discriminatory\\_complaints\\_vendor\\_lists](http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
- (4) I have entered an “x” or a check mark beside each listing/category set forth below if the Respondent’s name appears in the list found on the Florida Department of Management Services website for that category or listing. If I did not enter a mark beside a listing/category it means that I am attesting to the fact that the Respondent’s name does not appear on the listing for that category in the Florida Department of Management Services website as of the date of this affidavit.

- Check if  
Applicable
- \_\_\_ Convicted Vendor List
  - \_\_\_ Suspended Vendor List
  - \_\_\_ Discriminatory Vendor List
  - \_\_\_ Federal Excluded Parties List
  - \_\_\_ Vendor Complaint List

**FURTHER DECLARANT SAYETH NOT.**

\_\_\_\_\_  
(Print name of Declarant)

By: \_\_\_\_\_  
(Signature of Declarant)

**ACKNOWLEDGEMENT**

**STATE OF FLORIDA            )**  
**COUNTY OF MIAMI-DADE    )**

On this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_ who is personally know to me or who provided the following identification \_\_\_\_\_ and who took an oath or affirmed that that he/she/they executed the foregoing Affidavit as the Declarant.

**WITNESS** my hand and official seal.

**NOTARY PUBLIC:  
SEAL**

\_\_\_\_\_  
Notary Public, State of Florida

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

## RELATED PARTY TRANSACTION VERIFICATION FORM

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

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

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

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

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

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

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

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

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

(6) I and the Firm hereby acknowledge that we have not contracted or transacted any business with the City or any person or agency acting for the City, and that we have not appeared in representation of any third party before any board, commission or agency of the City within the past two years other than as

follows: \_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath).  
X:\Purchasing\Vendor Registration\12.28.12 RELATED PARTY TRANSACTION VERIFICATION FORM [3].docx

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

(8) No Other Firm, nor any officers or directors of that Other Firm or anyone who has a financial interest greater than 5% in that Other Firm, nor any member of those persons' immediate family (i.e., spouse, parents, children, brothers and sisters) nor any of my immediate family members (hereinafter referred to as "Related Parties") has responded to a solicitation by the City in which I or the Firm that I represent or anyone who has a financial interest greater than 5% in the Firm, or any member of those persons' immediate family (i.e. spouse, parents, children, brothers and sisters) have also responded, other than the following:

\_\_\_\_\_ (if necessary, use a separate sheet to supply additional information that will not fit on this line; however, you must make reference, on the above line, to the additional sheet and the additional sheet must be signed under oath). [while the ethics code still applies, if the person executing this form is doing so on behalf of a firm whose stock is publicly traded, the statement in this section (8) shall be based solely on the signatory's personal knowledge and he/she is not required to make an independent investigation into the Other Firm, or the Firm he/she represents, as to their officers, directors or anyone having a financial interest in those Firms or any of their any member of those persons' immediate family.]

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

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

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

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

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

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

### **(a) Designation.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(E) Gifts.**

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

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

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

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

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

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

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

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

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

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

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

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

**(i) Conflicting employment prohibited.**

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

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

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

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

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

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

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

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

**(k) Prohibited investments.**

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

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

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

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

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

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

**(n) Acquiring financial interests.**

No person included in the terms defined in paragraphs (b)(1) through (6) shall acquire a financial interest in a project, business entity or property at a time when the person believes or has reason to believe that the financial interest may be directly affected by official actions or by official actions by the city or city agency of which the person is an official, officer or employee.

**(o) Recommending professional services.**

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

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

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

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

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

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

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

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

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

*(Ord. No. 6-99-1680, § 2, 3-2-99)*

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

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

END OF SECTION

**PRESENTATION TEAM  
DECLARATION/AFFIDVAIT OF REPRESENTATION**

This affidavit is not required for compliance with the City’s Solicitation; however, it may be used to avoid the need to register members of your presentation team as lobbyists. Pursuant to City Ordinance 28-14-2206 (c)(9), any person who appears as a representative for an individual or firm for an oral presentation before a City certification, evaluation, selection, technical review or similar committee, shall list on an affidavit provided by the City staff, all individuals who may make a presentation. The affidavit shall be filed by staff with the Clerk's office at the time the committee's proposal is submitted to the City Manager. For the purpose of this subsection only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. No person shall appear before any committee on behalf of an anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the City Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.

Pursuant to '92.525(2), Florida Statutes, the undersigned, \_\_\_\_\_, makes the following declaration under penalty of perjury:

Listed below are all individuals who may make a presentation on behalf of the entity that the affiant represents. Please note; **No person shall appear before any committee on behalf of anyone unless he or she has been listed as part of the firm's presentation team pursuant to this paragraph or unless he or she is registered with the Clerk's office as a lobbyist and has paid all applicable lobbyist registration fees.**

<u>NAME</u>	<u>TITLE</u>
_____	_____
_____	_____
_____	_____
_____	_____

For the purpose of this Affidavit of Representation only, the listed members of the presentation team, with the exception of any person otherwise required to register as a lobbyist, shall not be required to pay any registration fees. The Affidavit of Representation shall be filed with the City Clerk's office at the time the committee's proposal is submitted to the City as part of the procurement process.

Under penalties of perjury, I declare that I have read the foregoing declaration and that the facts stated in it are true and specifically that the persons listed above are the members of the presentation team of the entity listed below

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

\_\_\_\_\_  
Signature of Representative

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

\_\_\_\_\_  
Print name of entity being represented

END OF SECTION

**EXHIBIT 3**  
**Fourth of July Fireworks**  
**ITQ PR2016-27**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF SOUTH MIAMI through its Manager, both of whom shall be hereinafter referred to as the "CITY" where applicable; located at 6130 Sunset Drive, South Miami, FL. , E-mail: [salexander@southmiamifl.gov](mailto:salexander@southmiamifl.gov) and \_\_\_\_\_ with an office and principal place of business located at \_\_\_\_\_, and E-mail address of \_\_\_\_\_ and Facsimile transmission number of \_\_\_\_\_ (hereinafter called the "CONTRACTOR").

**WITNESSETH:**

**WHEREAS**, the CITY is in need of a **Fourth of July Fireworks Display**; and

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

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

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

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

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

- Contractor's response to the CITY's written solicitation; or
- Contractor's proposal or quote, or if none,
- As described in paragraph 2 below.

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

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

- General Conditions to Contract,
- Supplementary Conditions,
- "Other Documents" referring to in this Contract and signed by the parties,
- Solicitation documents ("hereinafter referred to as "Bid Documents" including any request for bid, request for proposal or similar request)
- Scope of Services,
- Contractor's response to the CITY's Bid Documents,
- Contractor's proposal or quote,
- CITY's Insurance & Indemnification Requirements,
- Bonding of Employees (the term "employee", as used in this Contract, shall include volunteers) - \$1,000,000
- Payment Bond,
- Performance Bond,

This Contract and the General Conditions to Contract, Supplementary Conditions, the Solicitation, Scope of Services and "Other Documents", if any are "checked documents", shall take precedent over the response to the CITY's Bid Documents, if any, or the proposal or the

quote, if any. The "checked documents" are attached hereto and made a part hereof by reference.

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

**4) Primary Contacts:** The Primary Contact Person in charge of administering this Contract on behalf of the CITY is the City Manager ("Manager"), assistant Manager, or the Manager's designee, who shall be designated in a writing signed by the Manager. The Primary Contact Person for CONTRACTOR and his/her contact information is as follows: Name: \_\_\_\_\_ e-mail: \_\_\_\_\_; Fax: \_\_\_\_\_ Street Address: \_\_\_\_\_.

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

**6) Compensation:** The CONTRACTOR's compensation for CONTRACTOR's performance under the terms and provisions of this Contract, or CONTRACTOR's payments in the event CONTRACTOR is paying the City for the uses of the CITY's property or services, (hereinafter referred to as the Contract Price) shall be one of the following, as indicated by one of the following checked box,  \$ \_\_\_\_\_ or as set forth in  CONTRACTOR's response to the CITY's written solicitation, if any, or, if none, then as set out in CONTRACTOR's proposal or quote, the Scope of Services, or as set forth in, or modified by, one of the Contract Documents, whichever is applicable.

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

**8) Time Provisions:** The term of this Contract shall commence on the Work Commencement Date and shall continue for **one (1) year** or until it expires on **TBD**, or unless earlier terminated according to the Contract Documents. Notwithstanding the foregoing, this Contract may be extended by an additional **N/A** period if the extension is in writing and signed by the City Manager. An extension of the term of this Contract is at the CITY's sole and absolute discretion.

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

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

**11) Duties and Responsibilities:** CONTRACTOR shall comply with all applicable laws, ordinances, codes, rules, regulations, and health and safety standards of any governmental body having jurisdiction over any matter related to this Contract or the goods and/or services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Contract. Each and every provision and/or clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though such provisions and/or clauses were included herein.

**12) Change Orders:** No additional Work or extras shall be done unless the same is duly authorized in writing and in advance of the work by appropriate action by the City Manager and in accordance with the Contract Documents.

**13) Licenses and Certifications:** Contractor shall secure all necessary business and professional licenses at its sole expense prior to executing this Contract or commencing the Work.

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

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

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

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

**18) Public Records:** CONTRACTOR and all of its subcontractors are required to comply with the public records law (s.119.0701) while providing goods and/or services on behalf of the CITY and the CONTRACTOR, under such conditions, shall incorporate this paragraph in all of its subcontracts for this Project and shall: (a) Keep and maintain public records required by the public agency to perform the service; (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONTRACTOR does not transfer the records to the public agency; and (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-663-6340; E-mail: mmenendez@southmiamifl.gov; 6130 Sunset Drive, South Miami, FL .33143.**

**19) Background Screening.** All personnel and volunteers that will provide any service with vulnerable persons, as defined in Section 435.02, Fla. Stat., involving the City or its

Agency in such related activity or who may have access to secure or sensitive areas of the City, must be in compliance with Level II Background Screening and fingerprinting requirements as per, Florida Statute Ch. 435 prior to the scheduled start of any employee or volunteer. CONTRACTOR shall prevent any and all of its personnel, including volunteers, from engaging in any such related activities without having passed a background screening to the satisfaction of the City. A violation of this requirement shall constitute a substantial breach of this Contract.

**20) Drug Free Workplace.** CONTRACTOR shall comply with the Drug Free Workplace policy set forth in the City of South Miami's Personnel Manual which is made a part of this Contract by reference.

**21) Transfer and Assignment.** None of the work or services under this Contract shall be subcontracted or assigned without prior written consent from the CITY which may be denied without cause.

**22) Notices.** All notices given or required under this Contract shall be deemed sufficient if sent by a method that provides written evidence of delivery, including e-mail and facsimile transmission and delivered to CONTRACTOR or his designated contact person. Return of mail, sent to the address contained herein for the parties or their contact persons, as not deliverable or for failure to claim the mail shall be deemed received on the date that the mail is returned to sender.

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

Witnessed:	[Individual or entity's name]
By: _____	By: _____
	_____
	[name of signatory]
ATTESTED:	CITY OF SOUTH MIAMI
By: _____	By: _____
Maria Menendez	Steven Alexander
City Clerk	City Manager

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

By: \_\_\_\_\_  
City Attorney