



RFP No. 2014.10.23

**REQUEST FOR PROPOSALS
STAGE II – DETAILED DEVELOPMENT PLANS
AND FINANCIAL PROPOSALS**

**PRIVATE REDEVELOPMENT OF
CITY-OWNED PROPERTIES – GARAGES 1 AND 4
CENTRAL BUSINESS DISTRICT
CORAL GABLES, FLORIDA**



**Date Issued: February 18, 2016
Proposals Due: 2:00 PM, Monday, April 11, 2016**

CITY OF CORAL GABLES, FL

2800 SW 72nd Avenue, Miami, FL 33155
 Finance Department / Procurement Division
 Tel: 305-460-5115 / Fax: 305-261-1601

PROPOSER ACKNOWLEDGEMENT

| | |
|---|---|
| RFP Title: Redevelopment of Garages 1 and 4 - Restated | Proposals must be received prior to 2:00 p.m., Monday, April 11, 2016. Proposals received by the date and time specified will be opened in the Procurement Office located at 2800 SW 72 nd Avenue, Miami, FL 33155. |
| RFP No. 2014.10.23 A cone of silence is in effect with respect to this RFP. The Cone of Silence prohibits certain communication between potential vendors and the City. For further information, please refer to the City Code Section 2-1059 of the City of Coral Gables Procurement Code. | Contact: Michael P. Pounds Title: Chief Procurement Officer Telephone: 305-460-5103 Facsimile: 305-261-1601 Email: contracts@coralgables.com |

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PROPOSAL PRIOR TO THE DATE AND THE TIME OF PROPOSAL OPENING.

| | |
|--|--------------------|
| Proposer 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 (if applicable) _____% | Email: |

ATTENTION: FAILURE TO SIGN (PREFERABLY IN BLUE INK) OR COMPLETE ALL RFP SUBMITTAL FORMS, INSURANCE, ADDENDUM(S) ACKNOWLEDGEMENT AND ALL PAGES OF THE RFP DOCUMENT MAY RENDER YOUR RFP NON-RESPONSIVE.

THE PROPOSER CERTIFIES THAT THIS SUBMITTAL IS BASED UPON ALL CONDITIONS AS LISTED IN THE RFP DOCUMENTS AND THAT THE PROPOSER HAS MADE NO CHANGES IN THE RFP DOCUMENT AS RECEIVED. THE PROPOSER FURTHER AGREES IF THE RFP IS ACCEPTED, THE PROPOSER WILL EXECUTE AN APPROPRIATE AGREEMENT FOR THE PURPOSE OF ESTABLISHING A FORMAL CONTRACTUAL RELATIONSHIP BETWEEN THE PROPOSER AND THE CITY OF CORAL GABLES FOR THE PERFORMANCE OF ALL REQUIREMENTS TO WHICH THIS RFP PERTAINS. FURTHER, BY CHECKING THE AGREE BOX LISTED BELOW AND BY SIGNING BELOW IN **BLUE INK** ALL RFP PAGES ARE ACKNOWLEDGED AND ACCEPTED AS WELL AS ANY SPECIAL INSTRUCTION SHEET(S) IF APPLICABLE. I AM AUTHORIZED TO BIND PERFORMANCE OF THIS RFP FOR THE ABOVE PROPOSER.

Agree (Please check box to acknowledge this solicitation)

 Authorized Name and Signature

 Title

 Date

CONE OF SILENCE

Request for Proposal (RFP) No. 2014.10.23

NOTICE TO ALL BIDDERS AND PROPOSERS

Definition:

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.

Imposition:

A cone of silence shall be imposed upon each request for proposals (RFP), request for qualifications (RFQ), Request for Proposals (RFP) 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) the 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.

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I. KEY REQUIREMENTS, INSTRUCTIONS, AND PROVISIONS

The City of Coral Gables is extending invitations to proposers who previously submitted Stage I proposals outlining qualifications and preliminary development concept and who were selected by the City Commission to submit Stage II proposals with detailed development plans and financial proposals for the redevelopment of Municipal Garages 1 and 4 in downtown Coral Gables, Florida.

This Stage II RFP provides supplemental requirements, instructions, and provisions for the Stage II RFP proposals. Proposers should adhere to all provisions, instructions, and requirements in the Restated RFP, dated May 15, 2015 and its addenda, as well as those supplementing them herein. Where these conflict, the present Stage II RFP shall prevail.

Key requirements, instructions, and provisions of this Stage II RFP are as follows:

1. **Changes to Development Team.** Changes may be made to the development team with the caveat that the proposer (the entity that would serve as the Developer) who has been selected to proceed to the second stage of the RFP process must continue as the proposer (the primary developer) for the Stage II proposal. Additional developers may be brought in to the proposal. Other members of the development team may be changed as well as supplemented. Subject to approval of the city manager or the city manager's designee (the City will expect any members of the development team who are proposed to replace team members identified in the initial stage proposal to have at least equal qualifications in the City's judgment).
2. **Public Parking Requirements.** The required allocation of the 1,000 public parking spaces is adjusted as follows. In Alternative 1, the number of public parking spaces to be provided in Garage 1 shall be no less than 700 and no more than 800 with the remainder of the 1,000 in Garage 4. In Alternatives 2 and 3, the number of public parking spaces to be provided in Garage 1 shall be no less than 500 and no more than 800 and the number of public parking spaces to be provided in Garage 4 shall be no less than 200 and no more than 500 (totalling 1,000 in Alternative 2). In Alternatives 2 and 3, if the Garage 4 site is proposed to be developed first, it must contain 500 public spaces. Even if the Garage 4 project provides 500 spaces, the City reiterates its strong preference for the Garage 1 project to be developed first. The Developer must provide the above-specified minimum number of public parking spaces above and beyond any parking required by the zoning code for all other uses developed within the facilities included in each proposal. The public parking will be owned by the City and must comply with the guidelines below:
 - A. Public Parking spaces must be available to the general public on a time-rate or permit basis. Any proposal calling for retention of any portion of public parking revenues by the Developer must clearly demonstrate the need for such sharing for financial feasibility.
 - B. The City is available to provide day to day management of the public parking facilities unless otherwise specifically agreed to in the final development agreement. Any proposal for Developer operation of the public parking should clearly present allocated marginal cost to Developer of such operation.

- C. If a proposal includes Developer operation of the public parking facility in whole or in part, the following are required conditions for the parking operations plan to be included with the proposal:
- Parking rates for short-term parking, permits, or vehicle storage may not exceed the maximum rate charged by the City in other parking garages.
 - Real time occupancy and utilization data must be available from the Parking and Revenue Control System (PARCS) for the purposes of providing customer information/direction to available parking within downtown Coral Gables.
 - Signage for the parking facilities must be consistent with signs in use by the City to identify public parking facilities. Signs at the entrance must show the facilities operate 24 hours a day, 7 days a week and identify the parking rate.
 - Live on-going security patrols dedicated to the parking facilities are required. This may be supplemented by closed circuit TV as part of an overall security plan. Proposals that include day to day operations of the parking facility by the Developer must include a detailed security plan.
 - The facilities must participate in any validation program provided by the City to downtown merchants or patrons.
 - An automated PARCS system may be used to manage the garage. However, customer service personnel must be available in the parking facilities during normal operating hours (8 a.m. to 12 a.m. daily). Proposals that include day to day operations of the parking facility by the Developer must include a detailed customer service plan.
 - Public parking spaces are to be managed in a commercially reasonable and responsible manner for the benefit of customers. Patron comfort is greatly improved when a parking facility is clean, well-lit and in good repair. Proposals that include day to day operations of the parking facility by the Developer must include a detailed facility maintenance plan.
- D. The City reserves the right to allocate the 1,000 public parking spaces between short-term parking, permit parking and vehicle storage at its sole discretion as needed for the overall public parking system, to serve the general public and to support downtown businesses.
- E. All design and operational issues related to the parking structures (parking layout, ramping, traffic guidance, lighting, garage access, revenue control systems and any other operational issues related to the parking garage) must be reviewed and approved by the City and its parking consultant during the design and permitting process.
3. **Private Use Parking Requirements.** Updated parking requirements are being considered by the City Commission. These include: one space per unit for studios and one-bedroom units; a standard parking ratio of one space per 300

square feet for any ground floor use; and shared parking reductions. In addition, district-wide strategies for shared parking, valet parking, and transit should be considered. The timing of Commission action on revised parking requirements is uncertain. Proposers should continue to base their proposals on the current requirements and are encouraged to present alternative proposals which incorporate all or some elements of the updated requirements under consideration.

4. **Phasing.** The City reiterates and emphasizes the Stage I RFP requirement for phasing of construction on the two sites so that a public parking facility remain in continuous operation on one or the other site without interruption.

5. **Zoning, Urban Design Guidelines.** The City reiterates and emphasizes the Stage I RFP requirement that proposed development must be consistent with the City’s Comprehensive Plan and Zoning Code, and with the Florida Building Code. If proposers wish to propose reasonable changes to the requirements of the existing Zoning Code or the Comprehensive Plan, they should also propose an alternative without the proposed changes. Proposals for encroachment over the rear alley of more than 10 feet will not be considered. Proposals for height exceeding that allowed under the City’s Comprehensive Plan and Zoning Code will not be considered. Proposers are strongly encouraged to limit FAR to no more than that allowed under the City’s Comprehensive Plan and Zoning Code, including increases allowed with transfer of development rights. If FAR in excess of that is proposed, proposals would be expected to provide significant public benefits, and an alternative proposal consistent with the maximum allowed FAR would be required. The proposal should also incorporate, to the maximum extent possible, applicable elements of other City planning and design documents, including the City’s Master Landscape Plan, Bicycle-Pedestrian Master Plan, Public Art Master Plan, Sustainability Master Plan, and other relevant guiding documents.

6. **Deposit.** Proposers are reminded that, as per Addendum 12 to the Restated Stage I RFP, Stage II proposals must be accompanied by a cashier’s check for \$25,000.

7. **Reimbursement of City Costs.** The maximum amount of documented fees of the City’s third party attorneys and advisors for the project (other than relating to litigation) which the proposer who ultimately is successful in reaching agreement with the City (the “Developer”) will be responsible for compensating is \$500,000. Reimbursement of any such costs incurred by the City related to litigation that may ensue from the project would also be the responsibility of the Developer.

8. **Reimbursement of Other Project Costs.** In the event the City incurs other project costs, it may notify proposers and require the Developer to reimburse the cost. Information relating to status and amount of such costs would be made available to proposers as events unfold.

9. **RFP Schedule:**
 Selection of Proposers invited to submit Stage II proposals.... January 26, 2016
 Stage II RFP distributed.....February 18, 2016
 Pre-Proposal Briefing.....Thursday, March 3, 2016

Deadline for receipt of questions.....5:00 PM, Monday, March 14, 2016
Addendum with City responses to questions.....by Wednesday, March 23, 2016
Stage II proposals due.....2:00 PM, Monday, April 11, 2016
Notification and scheduling of Stage II interviews.....To be determined
Developer InterviewsTo be determined

10. Proposal Submission

An unbound one-sided original and twelve (12) bound copies (a total of 13) and one (1) digital copy (*pdf format*) on a flash drive/memory stick of the complete proposal must be received by the deadline for receipt of proposals specified in the RFP schedule. The proposal must be submitted on 8^{1/2}" x 11" paper (with graphics as large as 11" x 14" fold-outs) in a sealed envelope or container clearly stating on the outside the proposer's name and the RFP title (Redevelopment of Garages 1 and 4 – RFP # 2014.10.23) to:

Chief Procurement Officer
City of Coral Gables
2800 SW 72nd Avenue
Miami, FL 33155

Hand-carried proposals may be delivered prior to the deadline to the above address ONLY between the hours of 8:00 AM and 4:30 PM, Monday through Friday, excluding holidays observed by the City.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Stage II proposal must be signed by an authorized officer of the proposer who is legally authorized to enter into a contractual relationship in the name of the proposer and the proposer must affix its company's corporate seal to the proposal or, in the absence of a corporate seal, the proposal must be notarized by a Notary Public.

The submittal of a Stage II proposal by a proposer will be considered by the City as constituting an offer by the proposer to undertake the development at the financial terms quoted in the proposal and must remain in effect and cannot be rescinded for the duration of the negotiation period, as may be extended.

II. PROPOSAL SUBMISSION REQUIREMENTS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. Proposals must contain each of the below enumerated documents, each fully completed, signed, and notarized as required. Proposals submitted which do not include the following items may be deemed non-responsive and may not be considered for contract award. The Proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed project.

The Proposal must include the following information:

1. Cover Page

The cover Page should include the following information:

- a. Title of RFP
- b. Proposer/Name of Firm
- c. Business Address
- d. Business Phone
- e. Website
- f. Email Address
- g. Contact Person

Any further correspondence by the City to the proposer, for the purposes of this RFP, will be addressed to the proposer's "Contact Person" at the address, phone number, and email address submitted by the proposer in this section.

2. Table of Contents

The Table of Contents should outline, in sequential order, the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3. Identification of the Development Team

State the members of the development team clearly specifying the proposer (the entity that would serve as the Developer), financial partner (if any), and other members of the team and noting any changes from the Stage I proposal.

4. Qualifications of the Development Entity

The proposer shall include the name and a description of the legal entity that would serve as the Developer and be party to the Agreement. The proposer shall also provide the names and addresses of all persons and entities having a financial interest in the proposed development and their roles in the project and the proposing entity. For joint ventures, the proposer must summarize the actual or proposed amount of financial participation and control of each party within the partnership. If the entity is a subsidiary of, or otherwise affiliated with another organization, the proposer shall indicate

such relationship. The proposer shall also list all proposed anchor tenants and third-party operators of the development.

Letters of interest from financial institutions are required for the Stage II proposal.

Financial statements and/or other information that will enable the City to determine the proposer's financial capacity to successfully finance and develop the project are required for the Stage II proposal.

State whether the information provided in the procurement forms submitted as part of the Stage I proposal remains accurate and complete. To the extent any information needs to be revised, state that in proposal and resubmit the relevant procurement form(s).

For any new development partners added to the proposal since the Stage I proposal (or to the extent information for developer(s) in the original proposal has changed), provide a summary of qualifications and relevant experience of the organization and key principals and staff. Any extensive presentation materials should be presented at the rear of the proposal package.

Specifically, qualifications for any new development partners added to the proposal since the Stage I proposal (or to the extent information for developer(s) in the original proposal has changed) shall include information regarding the proposer's ability to finance, develop and manage the proposed project. This shall include a thorough description of prior experience, organizational structure, qualifications of key personnel, financial capabilities and approach to developing and managing the proposed project.

This would include, at a minimum, the following information:

- Number of years the proposer has been in business, number of employees, and the primary markets served.
- Description of proposing organization's history, legal structure and development experience, qualifications and understanding of the development requirements. Attach the qualifications of the development and management team to be assigned to this project and include the names of the representative(s) authorized to act on the proposer's behalf.
- Description of the proposer's financial capability to finance the construction and the continuing operation of the proposed project. Data submitted to substantiate financial capabilities for the continued operation of the project should cover a minimum period of five (5) years. The nature of this information provided in the Stage I proposal is at the discretion of the proposer. The proposer is encouraged to provide the maximum level of information that, along with the proposer's track record, will enable the City to evaluate financial capability.
- Description of significant, comparable project(s) completed including:
1) name and location of project; 2) description of project; 3) total

dollar value of project; 4) lease/contract terms (if any); 5) contact person and phone number for reference (references for public partners in public-private projects are encouraged); 6) specification of your firm's role in the project (e.g. primary developer, development manager, financial partner, consultant, etc.), and 7) the results of the project.

- Submittal of Statement of Qualifications and Business References (Attachment A).
- Key individuals who will be involved in the project on behalf of the development entity and their experience to the extent not described above.
- For entities and individuals, specify their roles in comparable projects.
- The proposer shall also identify any prior relations with the City for the firm, members of its Board, or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.
- Proposer will cooperate fully with any background check.

5. Qualifications of Other Members of the Development Team

Identify all team members, key personnel, their role, and contact information. The proposer should also identify any proposed lending institutions that may participate in the proposed development.

For any new team members added to the proposal since the Stage I proposal (or to the extent information for original team members has changed), provide a brief profile for each participating firm, as well as the resumes of the key personnel who would be assigned to the project.

The proposer shall also identify any prior relations with the the City for each individual team member or firm, members of its Board or its officers. The City reserves the right, in its sole discretion, to request additional information from any member of the development team to determine potential conflicts of interest and to limit or prohibit the participation of any team member or firm due to such conflict.

Submittal of Statement of Qualifications and Business References (Attachment A).

For any member of team who is engaged in lobbying or whose actions might reasonably be considered to constitute collusion, submit the relevant forms in attachment.

Any extensive presentation materials should be presented at the rear of the proposal package.

6. Development Concept and Design

For each of the two properties, include the following information:

- a. State whether the proposed project is confined to the property offered by the City or if it utilizes adjacent property or air rights. If the latter, specify the location, size, use, level of control/commitment of such adjacent property to be included in the proposer's project. If adjacent properties intended to be included in the project are not under the proposer's control, the proposal should include: (1) a base proposed concept assuming only the offered City property (plus air-rights over the abutting alley to the north and encroachment over the Andalusia Right of Way to the south, if either is proposed); and (2) a proposed concept assuming the inclusion of the additional adjacent property. If the proposer wishes to propose variances from or changes to the requirements of the Zoning Code or the City's Comprehensive Plan, the proposal should include: (1) a base proposed concept without the proposed variances or changes; and (2) a proposed concept with the proposed variances or changes.
- b. Mix of uses and the gross and net square feet in total and for each use, and details on other relevant program characteristics, e.g. the number of units, rooms, seats, etc., as appropriate to describe the specific uses. Specify the above by floor, and, if the project is to be developed in more than one structure and/or in more than one phase, specify the above information for each structure and/or phase.

Nature of public facilities and amenities and their operational programming, management, availability to public, and pricing.

If any uses are contemplated as possible variations or alternates to those proposed above, they should be identified in the proposal.

- c. Parking proposal in terms of physical design approach, number of public spaces in each property, number of other spaces, relating to estimate of demand for each use (and shared use, if proposed, and bases for these estimates), and whether parking is to be publicly or privately managed and proposed allocation of revenues and expenses.
- d. Conceptual design including: site plan, illustrative floor plans, massing, elevations, building height in feet and number of floors and gross square feet per floor, description of architectural style and prominent features, construction type, and materials and renderings or other graphics to communicate physical form and feel of project. Graphics in the proposal submittal should not exceed 11" x 14" (fold-outs to fit within 8^{1/2}" x 11" format package). Larger graphics are encouraged for in-person presentation, though three dimensional models are not to be presented. The submittal should also include building height in feet and number of floors, and gross square feet and/or parking spaces per floor and significant proposed on-site and off-site improvements and a zoning analysis establishing the proposal's conformance with zoning and a discussion of regarding Green construction practices to be utilized.

- e. Characterization of development and use concepts in terms of target markets, price points, potential or committed tenants/users/brands (provide letters of interest or commitment), quality level, or other that would give the City a better understanding of the character of the project.
- f. Schedule of Performance for project implementation including preconstruction, marketing, financing and construction. The Schedule should recognize the City's desire to minimize the interruption in public parking availability and expedite phased development of the Public Parking Projects.
- g. A description of the proposing organization's approach to developing the proposed project and maintaining and managing the proposed private project.
- h. Market and financial analysis and financing plan, for each building and phase, including:
 - o Market and operating analyses including rents, sale prices, other revenues, lease or sale terms, absorption, occupancy rates, operating expenses, and bases for these estimates and market performance in terms of target markets, market segmentation, comparable market performance, existing and potential proposed competitive supply, bases for competitive performance, and such other factors as may indicate and explain estimated market performance, as well as other revenues and expenses;
 - o Development cost budget, detailing all major categories of hard and soft costs;
 - o Financing assumptions for construction and operating periods;
 - o Sources and uses of funds;
 - o Financial pro forma and cash flow analysis detailing projected gross income, expenses and net cash flow for development period and at least ten years of operation beginning upon project completion;
 - o Financing commitments
 - o If project is to be developed in more than one phase, clearly present above information for each independent phase and aggregate for total project.
 - o If retention of any portion of public parking revenues by Developer is proposed, provide financial analysis clearly demonstrating need for such sharing for financial feasibility.
 - o If Developer operation of the public parking is proposed, provide allocated marginal cost to Developer of such operation.
- i. Vehicular and Pedestrian Traffic Analysis and Plan for the proposed development demonstrating the proposed project would not cause

unreasonably negative traffic impacts in the context of the CBD environment, and any modifications or improvements required to mitigate such impacts to maintain the integrity of the downtown traffic system, which, subject to City approval, would be the responsibility of the Developer to fund as part of the project.

- j. Construction Staging Plan including nature and timing of on- and off-site impacts.

7. Management Plan

Management plan detailing proposed plan of operating the project - both the private and public uses. Proposed management responsibilities of the City relating to the project, if any.

8. Financial Proposal

Proposals must contain an offer to lease the property. The Proposer's offer shall be submitted on the "Financial Proposal" form provided later in this RFP, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate financial proposal, the Proposer must first submit the financial proposal in accordance with the required form, and then include a separate alternate financial proposal. Proposers who do not submit the financial proposal in accordance with said form will not be considered to have responded to this element.

Financial Proposals must include an offer of Minimum Guaranteed Rent and are encouraged to include an offer of Participation Rent. These are defined as follows:

- Minimum Guaranteed Rent:
 - Pre-Possession Rent - to be paid on a monthly basis commencing upon execution of the lease but prior to possession (during which period lease shall be a development agreement or agreement to lease).
 - Construction Period Rent - to be paid on a monthly basis commencing upon possession until completion of construction (or other date to be proposed and negotiated when such completion is estimated to be achieved).
 - Post-Completion Minimum Rent - The annual rent (to be paid on a monthly basis) that the Proposer offers to pay to the City for the first year commencing upon completion (or other date to be proposed and negotiated when such completion is estimated to be achieved) and each subsequent year of the lease term. Post-Completion Minimum rent should escalate over time based upon the Consumer Price Index and/or step-ups or other mutually agreed-upon method of adjustment. Payment of Minimum Rent shall be unsubordinated to any project financing. For the purposes of the evaluation, Minimum Guaranteed Rent will be given higher weight than Participation Rent.
- Participation Rent - The Proposer is encouraged to offer Participation Rent. Participation Rent is rent to be paid in addition to Minimum Rent and is

based on a percentage of the project's annual gross, rental, service or net income and from refinancings or sales. Specify nature of any subordination of Participation Rent to debt or equity financing.

- Other Financial Benefits - Proposals shall also include a description and estimation (with explanation of bases for such estimation) of all other significant financial benefits to be derived by the City from the proposed project. This includes financial benefits to the City other than direct payments such as Developer-funded off-site improvements (including estimated cost), increase in tax base, privatization of public parking services, and in-kind services such as provision of programming, management, operation, maintenance and security services.

Lease payments shall be due and payable starting upon execution of the lease agreement. Proposals must include an explanation of the rationale employed in determining the proposed Minimum Rent and Participation Rent. All proposals must be based on providing the City a fair market, arm's length, mutually beneficial economic return for the lease of the City's property. The City reserves the right to reject any proposal which, in the City's sole judgment, does not offer adequate compensation for the property interest being offered in this RFP.

The proposer should supplement the above requirements with tables or spreadsheets to assist in summarizing the concepts discussed. All tables, spreadsheets, plans or drawings should not exceed 11" x 14" (fold-outs to fit within 8^{1/2}" x 11" format package).

9. Acknowledgment

The proposer shall fill out and submit as part of its proposal an Acknowledgment of Addenda (Attachment I).

ATTACHMENTS

A. PROCUREMENT FORMS

1. PROPOSER STATEMENT
2. PUBLIC ENTITY CRIMES STATEMENT
3. DISABILITY NONDISCRIMINATION STATEMENT
4. NON-COLLUSION AFFIDAVIT
5. DRUG-FREE WORKPLACE FORM
6. CERTIFICATION OF PROPOSER STATEMENT
7. LOBBYIST - ISSUE APPLICATION
8. LOBBYIST ANNUAL REGISTRATION APPLICATION
9. RFP RESPONSE FORM

ATTACHMENT A

PROCUREMENT FORMS

The information provided in the procurement forms submitted as part of the Stage I proposal remains accurate and complete.

_____ Yes _____ No

To the extent any information needs to be revised, state that in proposal and resubmit the relevant procurement form(s).

(Proposer shall prepare and submit (1) original of these forms signed in blue ink as part of its response.)

CITY OF CORAL GABLES

PROPOSER STATEMENT

This questionnaire is to be submitted to the City of Coral Gables Procurement Division by the Proposer, along with the solicitation being submitted for the goods, services and/or construction required by the City of Coral Gables. Do not leave any questions unanswered. When the question does not apply, write the word(s) "None" or "Not Applicable", as appropriate. Failure to complete this form as applicable may be deemed non-responsive.

Company Name: _____

Contact Name: _____ Title _____

Address: _____

Telephone _____ Cellular _____ Facsimile _____

Email: _____

Federal Employer Identification Number (FEIN No.): _____

Check One: Corporation ___ Partnership ___ Sole Proprietary ___ LLC / LLP ___ Other

List all current licenses held and provide copies

(a) State of Florida _____

(b) Miami Dade County _____

(c) City of Coral Gables Municipal License _____

(d) Others _____

1. State the true, exact, correct and complete name of the partnership, corporation, and trade or fictitious name in which business is transacted and the address of the place of business.

Proposer Name: _____

The address of the principal place of business is: _____

2. How many years has organization been in business under present business name?

a. Under what other former names has organization operated? _____

3. Are any of the principals of this company employed by the City of Coral Gables? If so, disclose their name(s) below:
-
-
4. Indicate registration, license numbers or certificate numbers for the business or professions which are the subject of this RFP. Please attach certificate of competency and/or state registration.
-
-
5. Have you ever failed to complete any work awarded to you or been held in default of a contract? (Y) _____ (N) _____ if yes, state when, where and why? (Please provide the name and contact information of the entity which was involved).
-
-
6. Have you, or a predecessor company or organization, filed bankruptcy in the last three (3) Years?
(Y) _____ (N) _____ if yes, information must be provided pertaining to the proceeding and outcome of the action.
-
-
7. State whether you or any officers of your company have been involved in any claims or litigation in the last five (5) years in any way relating to the business being procured in this RFP. Provide details as to the cause and outcome (judgments and settlements) of those claims or litigation, whether it is the present company, a predecessor or related company.
-
-
-
8. Has your insurance coverage ever been cancelled for non-payment of insurance premiums or any other reason? (Y) _____ (N) _____ If yes, what was the reason? _____
-
9. Have you personally inspected the site of the proposed work? (Y) _____ (N) _____
-

10. References: List references that may be contacted to ascertain experience and ability of Proposer. Provide a minimum of three (3) references (*Government entities preferred*):

| | | | |
|--------|-----------|----------------|---------|
| _____ | _____ | _____ | _____ |
| (Name) | (Contact) | (Phone Number) | (Email) |
| _____ | _____ | _____ | _____ |
| (Name) | (Contact) | (Phone Number) | (Email) |
| _____ | _____ | _____ | _____ |
| (Name) | (Contact) | (Phone number) | (Email) |

Provide any additional information as to qualifications and/or experience, attach documentation to this form.

VALIDATION:

The undersigned certifies the information provided in this questionnaire is correct and accurate.

IF PARTNERSHIP:

| | |
|------------|--------------------|
| _____ | _____ |
| Signature | Print Name of Firm |
| _____ | _____ |
| Print Name | Address |
| _____ | |
| Title | |

IF CORPORATION:

| | |
|------------|---------------------------|
| _____ | _____ |
| Signature | Print Name of Corporation |
| _____ | _____ |
| Print Name | Address |
| _____ | |
| Title | |

VALIDATION (Cont'd):

WITNESS:

Signature

Print Name

Title

(CORPORATE SEAL)

Attest: _____ Secretary

IF LIMITED LIABILITY COMPANY (LLC) OR LIMITED LIABILITY PARTNERSHIP (LLP):

Signature

Name of Company

Print Name

Address

Title

IF SOLE PROPRIETORSHIP

Signature

Name of Firm

Print Name

Address

Title

**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.

1. 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)

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 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.

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

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

[attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY 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.

[signature]

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

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

This sworn statement is submitted _____

(print name of 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)

(If the entity has not FEIN, include Social Security Number of the individual signing this sworn statement: _____.)

I, being duly first sworn state:

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

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

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

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

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

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

NON-COLLUSION AFFIDAVIT

State of _____)

)ss.

County of _____)

being first duly sworn, deposes and says that:

- (1) Affiant is the _____,
(Owner, Partner, Officer, Representative or Agent) of

the Bidder / Proposer that has submitted the attached Solicitation;
- (2) Affiant is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Solicitation;
- (3) Such submittal is genuine and is not a collusive or sham Solicitation;
- (4) Neither the said Bidder / Proposer nor and 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 Bidder / Proposer or firm, or person to submit a collusive or sham Solicitation in connection with the work for which the attached submittal; or to refrain from bidding in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Solicitation price or the Solicitation price of any other Bidder / Proposer, 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 submittal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
_____ does:

(Name of Business)

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 work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, Employee Assistance Programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee a copy of the statement specified in subsection (1) that are engaged in providing the commodities or contractual services that are proposed.
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 proposed, 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 firm complies fully with the above requirements.

Proposer Signature

Date

CERTIFICATION OF PROPOSER STATEMENT

I _____, _____ certify that I am authorized to act on behalf
(Name) (Title)

of _____ pursuant to the RFP and further
(Name of Business)

acknowledge and understand the information contained in response to this Proposer Statement shall be relied upon by Owner awarding the contract and such information is warranted by Proposer to be true and correct. The discovery of any omission or misstatement that materially affects the Proposer Statement to perform under the contract shall cause the City to reject the bid or proposal, and if necessary, terminate the award and/or contract. I further certify that the following are the names, titles and official signatures of those persons authorized to act by the foregoing statement.

| <u>NAME</u> | <u>TITLE</u> | <u>SIGNATURE</u> |
|-------------|--------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Signature

State of Florida
County of _____

On this the ___ day of _____, 20___, before me, the undersigned Notary Public of the State of Florida, personally appeared _____ and whose name(s) is/are subscribes to

(Name(s) of individual(s) who appeared before notary)

the within instrument, and acknowledge its execution.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

Type

(Name of Notary Public: Print, Stamp or
as Commissioned.)

Personally known to me, or
Produced identification:

(Type of Identification Produced)

**CITY OF CORAL GABLES
LOBBYIST – ISSUE APPLICATION**

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which foreseeable will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Your Name: (Print) _____
LOBBYIST

Your Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

Client you are representing on this issue:

Name of Client: (Print)

Client's Address:

Name of Corporation, Partnership, or Trust: (Print)

Names of all persons holding, directly or indirectly, a 5% or more ownership interest in the corporation, partnership, or trust: (Print)

ISSUE: Describe specific issue on which you will lobby: (Separate Application and Fee is required for each specific issue)

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on a specific issue.

ADDITIONAL CLIENTS: You are required to fill out an additional Application for each additional Client represented on this issue, and attach to this Application.

I _____ hereby swear or affirm under penalty of

Print Name of Lobbyist

perjury that all the facts contained in this Application are true and that I am aware that these

requirements are in compliance with the provisions of Miami- Dade County Code Sec, 2-11.1(s) governing Lobbying.

Date: _____

Signature of Lobbyist

\$125.00 Appearance Fee Paid: _____ Received by _____

Fees Waived for Not for Profit Organization (documentary proof attached) _____

Additional Client Application Attached: _____

CITY OF CORAL GABLES
LOBBYIST
BIENNIAL REGISTRATION APPLICATION

HAVE YOU BEEN RETAINED TO LOBBY ANY OF THE FOLLOWING FOR STATE PURPOSE?

CITY OFFICIALS: Mayor, City Commissioners, City Attorney, City Manager, Assistant City Manager, Heads or Directors of Departments, and their Assistant or Deputy, Police Major or Chief, Building and Zoning Inspectors, Board, or Committee Members.

FOR THIS PURPOSE: To encourage the passage, defeat or modification of any ordinance, resolution, action, or decision of the City Commission; or any action, decision or recommendation of any Board, Committee or City Official.

TIME PERIOD: During the time period of the entire decision-making process on an action, decision or recommendation which will be heard or reviewed by the Commission, or a board or Committee.

IF THE FOREGOING APPLIES TO YOU, YOU ARE REQUIRED TO REGISTER AS A LOBBYIST AND TO FILE THE FOLLOWING INFORMATION, UNDER OATH, WITH THE CITY CLERK FOR EACH ISSUE ADDRESSED.

Name: (Print) _____

LOBBYIST

Business Name: (Print) _____

Business Telephone Number: _____

Business Address: _____

State the extent of any business or professional relationship with any current member of the City Commission.

PRINCIPALS REPRESENTED: List here all principals currently represented by you, including address and telephone number:

ANNUAL REPORT: On July 1st of each year, you are required to submit to the City Clerk a signed statement under oath listing all lobbying expenditures in excess of \$25.00 for the preceding calendar year. A statement is required to be filed without expenditures.

ISSUE FEE: You are required to pay a \$125.00 Issue Fee to the City Clerk prior to lobbying on behalf of a specific issue and to fill out an Application stating under oath, your name, business address, the name of each principal employed by you to lobby, and the specific issue of which you wish to lobby.

NOTICE OF WITHDRAWAL: If you discontinue representing a particular client, a notice of withdrawal is required to be filed with the City Clerk.

BIENNIAL LOBBYIST REGISTRATION FEE: This Registration must be on file in the Office of the City Clerk prior to the filing of an Issue Application to lobby on a specific issue and the \$500.00 Biennial Lobbyist Registration Fee must be paid on or before October 1, 2000.

I _____ hereby swear or affirm under penalty of

(Print Name of Lobbyist)

perjury that I have read the provisions of Dade County Code Sec, 2-11.1(s)

governing Lobbying and that all of the facts contained in this Registration

Application are true and that I agree to pay the \$500.00 Biennial Lobbyist

Registration Fee on or before October 1, 2000 and on or before October 1,

of each even-numbered year thereafter, if I continue as an active Lobbyist in

the City of Coral Gables.

Signature of Lobbyist

STATE OF FLORIDA)

}

COUNTY OF DADE)

BEFORE ME personally appeared _____ to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.

WITNESS my Hand and Official Seal this _____.

_____ Personally Known

_____ Produced ID

Notary Public

State of Florida

\$500.00 Fee Paid _____

Received By _____

\$500.00 Fee Waived for Not-for-Profit Organizations (documentary proof attached) _____

RFP RESPONSE FORM

SUBMITTED TO:

City of Coral Gables
Office of the Chief Procurement Officer
2800 SW 72 Avenue
Miami, Florida 33155

1. Proposer accepts and hereby incorporates by reference in this Proposal Response Form all of the terms and conditions of the Request for Proposal.
2. Acknowledgement is hereby made of the following Addenda, if any (identified by number) received since issuance of the Request for Proposal.

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

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

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

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

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

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

Proposer:

Address:

City/State/Zip:

Telephone No.:

E-mail:

Officer signing Proposal: _____ Title: _____

Note: Addendums issued may be downloaded on-line by visiting www.coralgables.com, "Open Bid Invitation".

INSURANCE

Developer shall be responsible for all damage to person and or property resulting from their negligent acts, reckless or intentional misconduct, errors or omissions or those of their subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Evidence of Insurance

Developer shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein. Developer shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require which the Developer shall agree to provide.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability and Pollution Liability Insurance an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured endorsements as issued or included in the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Developer shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than five (5) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, Developer shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required by this attachment. Developer may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required by this attachment.

(A)(2) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida.

The policy must be endorsed to waive the insurer's right to subrogate against CITY, and its officials, officers and employees in the manner which would result from the

attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with CITY, and CITY's Commission Members, officials, officers and employees scheduled thereon or a blanket endorsement providing the waiver in the same manner as outlined in the Advisory Form WC 00 03 13.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

| | | |
|-----------|-------------|-------------------------|
| Part One: | "Statutory" | |
| Part Two: | \$2,000,000 | Each Accident |
| | \$2,000,000 | Disease - Policy Limit |
| | \$2,000,000 | Disease - Each Employee |

(A)(3) Commercial General Liability Insurance.

Such insurance shall no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), and acceptable to the CITY.

CITY and CITY's Commission Members, officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than the combination of ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Contractor) and ISO form CG 2037 (Additional Insured - Owners, Lessees Or Contractors - Completed Operations).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability Policy, or a substantially equivalent form accepted by the CITY, with the following minimum limits:

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal and Advertising Injury | \$2,000,000 |
| Each Occurrence | \$2,000,000 |

Developer shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form acceptable to the CITY, and shall cover those sources of liability which would be covered by Coverage A of, the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

(A)(4) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II

(Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|---|-------------|
| Each Occurrence Bodily Injury and Property Damage Liability Combined | \$2,000,000 |
|---|-------------|

(A)(5) Professional Liability Insurance.

Such insurance shall be on a form acceptable to CITY and shall cover Developer for liability arising out of the rendering or failure to render professional services in the performance of the services required in the RFP including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| |
|-------------------------------|
| \$ 3,000,000 Each Claim |
| \$ 3,000,000 Annual Aggregate |

(A)(6) Pollution Legal Liability

Such insurance shall cover Developer for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. Such condition can be met through the subsequent policy renewals for the required policy period.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

| | |
|------------------|-------------|
| Each Claim | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

The CITY and the CITY's Commission Members, officials, officers, and employees shall be included as an "Additional Insureds" on the policy.

Unless otherwise authorized by CITY, the Maximum permissible deductible or self-insured retention on the policy shall be \$75,000 per claim. The payment of any amount owed under any deductible or self-insured shall be the sole responsibility of Developer and Developer shall pay on behalf of the CITY or CITY's Commission Members, officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the CITY or the CITY's Commission Members officials, officers, agents and employees.

(A)(7) General Conditions

The insurance provided by the Developer shall apply on a primary basis to and shall not require contribution from, any other insurance or self-insurance maintained by CITY or CITY's members, officials, officers or employees. Any insurance, or self-insurance, maintained by the CITY shall be in excess of, and shall not contribute with, the insurance provided by Developer.

Except as otherwise specifically authorized in writing by the CITY, no deductible or self-insured retention for any required insurance provided by Developer pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CITY), Developer shall be responsible for paying on behalf of CITY (and any other person or organization Developer has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

Compliance with these insurance requirements shall not limit the liability of Developer, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to the CITY or CITY's Commission Members, officials, officers or employees by the insurance provided by Developer or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnity of Developer) available to the CITY under this Contract or otherwise.

Neither approval nor failure to disapprove insurance furnished by Developer shall relieve Developer from the responsibility to provide insurance as required by this Contract.

(A)(8) In the event Developer fails to place or allows any required insurance to lapse, CITY may obtain or renew Developer insurance, and CITY may pay all or part

of the premiums. Upon demand, Developer shall repay CITY all monies paid to obtain or renew the insurance. CITY may offset the cost of the premium against any monies due Developer from CITY. Developer's failure to obtain, pay for, maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this agreement.

(A)(9) Developer shall not begin work until, Developer delivers to CITY, a written statement, acceptable to CITY, from Developer's and its Contractor(s)'s insurance agent stating that the insurance agent will provide prior written notice to the CITY of the cancellation, termination or nonrenewal of any insurance required by this attachment. The written statement will be signed by an authorized representative of the insurance agent with the appropriate authority to make such commitment on behalf of such agent. Such notice to CITY shall be provided within five (5) days of the agent receiving knowledge of any such pending cancellation, termination or nonrenewal. Further, in the same written statement, the agent shall agree to notify CITY, in writing, if they cease to become the agent of record for any insurance policies required by this attachment.

Developer's contractor(s) and subcontractors must also meet the above-specified insurance requirements.

PERFORMANCE AND PAYMENT BONDS

(a) **BONDS REQUIRED:** Prior to commencing any work, Developer shall provide City with a Common Law Performance Bond and a Statutory Payment Bond meeting the standards specified herein, on the forms provided by the City, with a Power of Attorney Affidavit, each in an amount not less than the Contract price. Prior to commencing any work, Developer shall record in the public records of the county where the improvement is located, the statutory payment bond and common law performance bond as required in paragraph (1) above. Developer shall provide the City with a true copy of the recorded bond(s) as evidence of such recording.

(b) **SURETY'S QUALIFICATIONS:** All bonds required under this Contract, including, but not by way of limitation, any Bid Bond, Common Law Performance Bond or Statutory Payment Bond, shall be written through a reputable and responsible surety bond agency licensed to do business in the State of Florida and with a surety which holds a certificate of authority authorizing it to write surety bonds in Florida meeting the following requirements:

(1) Ratings by A.M. Best

The surety company or corporation shall have minimum ratings by The A.M. Best Company of A- or better with a Financial Size Category of "VII" or larger.

(2) Circular 570

In addition to meeting the requirements of paragraph (1) above, the surety shall also comply with the Circular 570 requirements as set forth in this paragraph (2). The surety shall maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (3) CFR Section 223.10 - Section 223.111. Further the surety company shall provide the City with evidence satisfactory to the CITY, that such excess risk has been protected in an acceptable manner.

(c) **ADDITIONAL OR REPLACEMENT BOND:** It is further mutually agreed between the parties hereto that if, at any time, the City shall deem the surety or sureties upon any bond to be unsatisfactory, or if for any reason, such bond (because of increases in the work or otherwise) ceases to be adequate, the Developer shall, at their expense within five (5) days after the receipt of notice from the City to do so, furnish an additional or replacement bond or bonds in such form, amount, and with such surety or sureties as shall be satisfactory to the City. In such event, City may immediately terminate or suspend the Agreement until such new or additional security for the faithful performance of the work shall be furnished in manner and form satisfactory to the City.

(d) **CO-SURETIES:** Subject to the following requirements, the bonds

required by this Contract may be provided by more than one surety

(1) At least one of the co-sureties shall meet the requirements of Paragraph (b) for the full amount of the bond; and

(2) Each surety shall be jointly and several liable for the full amount of the bond required.

:

(e) FLORIDA AGENT: The surety company shall have a Florida agent whose name shall be listed in the prescribed space on the forms provided by the City for all bonds required by the City.