

RESOLUTION NO. 2025-

**A RESOLUTION OF THE VILLAGE OF PINECREST,
FLORIDA, AUTHORIZING THE VILLAGE MANAGER
TO ENTER INTO A CONTRACT WITH AQUATIC
CONTROL GROUP, INC. FOR CANAL
MAINTENANCE SERVICES; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the *City of Miami* conducted a competitive bidding process for the procurement of *Canal Maintenance Services* and awarded a bid to *Aquatic Control Group, Inc.*; and

WHEREAS, pursuant to Section 2-287 of the Code of Ordinances, the Village Manager is authorized to execute contracts, as entered into by other governmental authorities, provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question; and

WHEREAS, the Village Manager wishes to enter into a contract with *Aquatic Control Group, Inc. for Canal Maintenance Services*;

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager, pursuant to Section 2-287 of the Code of Ordinances, to “piggyback” on an existing contract between City of Miami and Aquatic Control Group, Inc. (No. IFB No. 1704386) and enter into an agreement with Aquatic Control Center, Inc.; for Canal Maintenance Services, as needed, provided the necessary funds are available in the approved annual budget..

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 9th day of December, 2025.

Joseph M. Corradino, Mayor

Attest:

Priscilla Torres, MMC
Village Clerk

Approved as to Form and Legal Sufficiency:

Mitchell Bierman
Village Attorney




PINECREST
MEMORANDUM

Office of the Village Manager

DATE: November 26, 2025

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing Contract with Aquatic Control Group, Inc. for Canal Maintenance Services

Attached for your consideration please find a resolution authorizing the Village Manager to execute a piggy-back contract with Aquatic Control Group, Inc. to provide Canal Maintenance Services based on the terms and rates established in the original contract.

The original contract was entered into by the City of Miami, Florida on February 20, 2024, following a competitive bidding process in accordance with Florida Statutes and in compliance with Pinecrest Procurement Policy. If approved, the piggy-back contract will provide services as needed, provided the necessary funds are available in the approved annual budget.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to execute a piggy-back contract Aquatic Control Group, Inc.



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFB Number:	1704386
Title:	Invitation for Bid for Canal Cleaning Services
Issue Date/Time:	June 22, 2023
IFB Closing Date/Time:	July 10, 2023 @ 4:00PM
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	June 27, 2023 @ 11:30AM
Pre-Bid/Pre-Proposal Location:	VIRTUAL
Deadline for Request for Clarification:	July 3, 2023 @ 2:00PM
Contracting Officer:	TAHLIA GRAY
Hard Copy Submittal Location:	NO HARDCOPIES SUBMITTALS ALLOWED
Contracting Officer E-Mail Address:	TGRAY@MIAMIGOV.COM
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

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

Year Established:

Office Location: City of Miami, Miami-Dade County, or Other

Business Tax Receipt/Occupational License Number:

Business Tax Receipt/Occupational License Issuing Agency:

Business Tax Receipt/Occupational License Expiration Date:

Federal Employee Identification Number (FEIN):

Will Subcontractor(s) be used? (Yes or No) If yes, complete Attachment D - Subcontractors and submit with your bid response.

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e., Addendum No. 1, 1/10/20). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is attached to this solicitation as Attachment G - Local Office Certification.)

IMPORTANT NOTICE TO BIDDERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATIONS SECTION WILL RENDER YOUR BID NON-RESPONSIVE.
- FAILURE TO COMPLETE AND UPLOAD ANY REQUIRED DOCUMENTS WILL RENDER YOUR SUBMISSION AS NON-RESPONSIVE
- IF ANY DOCUMENT IS TOO LARGE FOR UPLOADING, SPLIT THE DOCUMENT INTO MULTIPLE FILES, NAME THE FILES APPROPRIATELY AND UPLOAD INTO PERISCOPE.
- CONTACT PERISCOPE VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, OR EMAIL S2G-SUPPORT@PERISCOPEHOLDINGS.COM, FOR PERISCOPE TECHNICAL DIFFICULTIES AND PROBLEMS.

General Terms and Conditions

1.0 GENERAL TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB) -

References to goods only apply insofar as they are applicable to "Goods" as defined in Section 18-73 of the City Code. References to "Professional and Personal Services" are as defined in Section 18-73 of the City Code.

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A Formal Solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami (City) Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1 ACCEPTANCE OF GOODS - Any good(s) delivered under this Formal Solicitation, if applicable, shall remain the property of the Bidder until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Successful Bidder(s)/Contractor and return the product to the Successful Bidder(s)/Contractor at the Successful Bidder(s)/Contractor's expense.

1.2 ACCEPTANCE OF OFFER - The signed or electronic submission of a Bidder's response shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

1.3 ACCEPTANCE/REJECTION - The City reserves the right to accept, reject any or all, or portion of responses after opening/closing date, and request re-issuance on the goods/services described in the Formal Solicitation. In the event of a rejection, the Director of Procurement shall notify all affected Bidders and provide a written explanation for such rejection. The City also reserves the right to reject the Response of any Bidder which has previously failed to properly perform under the Terms and Conditions of a City Contract, to deliver on time contracts of a similar nature, and which is not capable to perform the requirements defined in this Formal Solicitation. The foregoing is not an all-inclusive list of reasons for which a response may be rejected. The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its sole discretion, re-issue the Formal Solicitation.

1.4 ADDENDA - It is the Bidder's responsibility to ensure receipt of all Addenda. Responses to questions/inquiries from prospective Bidders will be provided in the form of an Addendum. Addenda are available on the Periscope Procurement Solutions Platform ("Periscope") only.

1.5 ALTERNATE RESPONSES -Alternate responses will not be considered, unless specifically requested by the City.

1.6 ASSIGNMENT - Successful Bidder(s)/Contractor agrees not to subcontract, assign, transfer, convey,

sublet, pledge, encumber, or otherwise dispose of the resulting Contract, in whole or in part, or any or all of its rights, title or interest herein, without the City's prior written consent.

1.7 ATTORNEY'S FEES - In connection with any litigation, appellate, administrative, mediation, and/or arbitration arising out of the resulting Contract, each party shall bear their own attorney's fees through and including, appellate litigation and any post-judgment proceedings.

1.8 AUDIT RIGHTS AND RECORDS RETENTION -The Successful Bidder(s)/Contractor agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Successful Bidder(s)/Contractor which are directly pertinent to this Formal Solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder(s)/Contractor shall maintain and retain any and all of the books, documents, papers, and records pertinent to the resulting Contract for three (3) years after the City makes final payment and all other pending matters are closed. Successful Bidder(s)'s/Contractor's failure to, or refusal to comply with this condition, shall result in the immediate cancellation of this Contract by the City. The Audit Rights set forth in Section 18-102 of the City Code apply as supplemental terms and are deemed as being incorporated by reference herein.

1.9 AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

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

1.10 AWARD OF CONTRACT -

- A. The Formal Solicitation, any addenda issued, the Bidder's response, and the Purchase Order shall constitute the entire Contract, unless modified in accordance with any ensuing Contract, or amendment.
- B. The award of a Contract, where there are Tie Bids, the tie breaker will be decided by the Director of Procurement or designee, in the instance that Tie Bids cannot be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C. The award of this Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications/Scope of Work. Bidder may be found non-responsive if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is found non-responsive, the City, through action taken by the Department of Procurement, will void its acceptance of the Bidder's Response and may accept the Response from the next lowest responsive, responsible Bidder most advantageous to the City or may re-solicit for the goods/services. The City, at its sole discretion, may seek monetary restitution from Bidder and/or its bid bond or guaranty, and/or similar security, if applicable, as a result of damages or increased costs

sustained as a result of the Bidder's failure to satisfy the City's requirements.

- D. The term of the Contract shall be specified in one of three documents which shall be issued to the Successful Bidder(s). These documents may either be, a Purchase Order, Notice of Award, and/or Contract Award Sheet.
- E. The City reserves the right to automatically extend this Contract for up to one hundred eighty (180) calendar days beyond the stated Contract term, in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right to extend is exercised, the City shall notify the Successful Bidder(s)/Contractor, in writing, of its intent to extend the Contract in accordance with the existing terms and conditions for a specified number of days. Additional extensions beyond the first one hundred eighty (180) day extension may occur, if, the City and the Successful Bidder(s)/Contractor are in mutual agreement of such extensions.
- F. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.
- G. The City reserves the right to award the Contract on a split-order, lump sum, individual-item basis, or such method of award in the best interest of the City, unless otherwise specified.
- H. A Contract may be awarded to the Successful Bidder(s)/Contractor by the City Commission based upon the minimum qualification requirements reflected herein.

1.11 BID BOND/ BID SECURITY - A cashier's or certified check issued by a bank authorized to transact banking business in Florida, or a Bid Bond/Bid Security signed by a surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount as specified in the bid, is required from all Bidders, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder will accept the Contract, as bid, if it is awarded to Bidder. Bidder shall forfeit bid deposit to the City, should City award Contract to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unSuccessful Bidder(s)s within ten (10) days after the award and Successful Bidder(s)'s acceptance of award. If one hundred eighty (180) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12 BID SECURITY FORFEITED LIQUIDATED DAMAGES -Failure to execute a Contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Bond/Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained which cannot be determined at the time of award. Award may then be made to the next lowest responsive and responsible Bidder, or all Bid responses may be rejected.

1.13 BID RESPONSE FORM - All required forms in the Formal Solicitation should be completed, signed, and submitted accordingly as specified to in the Formal Solicitation. Digital signatures may only be utilized if expressly permitted in the solicitation.

1.14 BRAND NAMES - If, and wherever in the specifications, brand names, makes, models, names of any manufacturers, trade names, or Bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the City does

not desire to rule out other competitors' brands or makes, the phrase "APPROVED EQUAL" is added. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive or exclusive. The Bidder shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following: Equal in every important attribute, to include industry quality measurable standard, quality of product, accessibility of distribution, durability/reliability/dependability and warranty coverage, and the delivery schedule.

When bidding an "APPROVED EQUAL", Bidders shall submit, with their response, complete sets of necessary data (e.g., factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The Bidder shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The City shall be the sole judge of equality and its decision shall be final. The City shall determine in its sole discretion, subject to the concurrence of the Project Manager whether goods are acceptable as an equivalent. Unless otherwise specified, evidence in the form of samples may be requested, if the proposed brand is other than specified by the City. Such samples are to be furnished after Formal Solicitation opening/closing, upon request of the City. If samples are requested by the City, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

When "NO SUBSTITUTION" is used in conjunction with a manufacturer's name, brand name, and/or model number, that named item is the only item that will be accepted by the City in that particular instance.

1.15 CANCELLATION -The City reserves the right to cancel this Formal Solicitation, before its opening/closing. In the event of cancellation, the Director of Procurement shall notify all prospective Bidders and provide a written explanation for the cancellation. There shall be no recourse against the City for a cancellation made in accordance with this Section.

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

1.17 CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder, any subcontractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction, or other legal or equitable proceedings, or on account of any delay for any cause over which the City has no control.

1.18 COLLUSION - Bidder, by submitting a response, certifies that its response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Bid for the same goods/services, or with the City of Miami's Procurement Department or initiating department. The Bidder certifies that its response is fair, without control, collusion, fraud, or other illegal action. Bidder certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

1.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Successful Bidder(s)/Contractor understands that contracts between private entities and local governments are subject to certain laws, codes, and regulations, including laws pertaining to public records, sunshine (open meetings), conflict of interest, ethics records keeping, etc. City and Successful Bidder(s)/Contractor agree to comply with and observe all applicable laws, codes, regulations, and ordinances, and to secure all applicable public approvals and/or consents, of any governmental agency and/or owner of intellectual property rights as that may in any way affect the goods or services offered, including, but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance, City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.70 to 218.79, the Prompt Payment Act.

Lack of knowledge by the Successful Bidder(s)/Contractor will in no way be a cause for relief from responsibility. Non-compliance with all applicable local, State, and Federal directives, orders, codes, rules, regulations, and laws may be considered grounds for termination of Contract at the option of the City Manager.

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

1.20 CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each Formal Solicitation once advertised and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Formal Solicitations for the provision of goods and services for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding Formal Solicitations between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff

including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs.

The provision does not apply to, among other communications: oral communications with the City Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the Formal Solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-bid conferences, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable Formal Solicitation documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular Formal Solicitation by City Procurement staff.

Bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk's Office, which shall be made available to any person upon request. Written communications may be in the form of an e-mail, or fax with a copy to the City Clerk's Office being required.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any award voidable. A violation by a particular Bidder, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami Dade County Commission on Ethics.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk's Office at 305-250-5360 or clerks@miamigov.com, to obtain a copy of same.

1.21 CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Government in the Sunshine (public Meetings) Act and Public Records Act. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22 CONFLICT OF INTEREST - Bidders, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, Bidder shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in Bidder's firm.

- A. Bidder further agrees not to use or attempt to use any knowledge, property, or resource which may be within his/her trust, or perform his/her duties, to secure a special privilege, benefit, or exemption for himself/herself, or others. Bidder may not disclose or use information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal, or benefit, or for the personal gain, or benefit of any other person, or business entity.
- B. Bidder hereby acknowledges that he/she has not contracted or transacted any business with the City or

any person, or agency acting for the City, and has not appeared in representation of any third party before any board, Commission, or agency of the City within the past two years. Bidder further warrants that he/she is not related, specifically the spouse, son, daughter, parent, brother, or sister, to: (i) any member of the Commission; (ii) the Mayor; (iii) any City employee; or (iv) any member of any board or agency of the City.

- C. A violation of this section may subject the Bidder to immediate termination of any contract with the City, and 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.

1.23 COPYRIGHT OR PATENT RIGHTS - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Formal Solicitation, and Bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24 COST INCURRED BY BIDDER - All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be borne by the Bidder.

1.25 DEBARMENT AND SUSPENSIONS (SECTION 18-107) -

- A. **Authority and requirement to debar/suspend.** After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of City Contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of City Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar/suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.
- B. **Causes for debarment/suspension.** Causes for debarment or suspension include the following:
 - 1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - 3. Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
 - 4. Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a

party shall not be considered a basis for debarment/suspension.

5. Debarment/suspension of the Contractual Party by any federal, state or other governmental entity.
 6. False certification pursuant to paragraph C below.
 7. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
 8. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 9. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.
- C. **Certification.** All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).
- D. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26 DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response for a solicitation to provide goods or services to a public entity; may not submit a Response to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.27 DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Successful Bidder(s)/Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated.

Upon default by the Successful Bidder(s)/Contractor to meet any terms of a Contract, the City will notify the Successful Bidder(s)/Contractor of the default and will provide the Successful Bidder(s)/Contractor three (3) days (weekends and holidays excluded) upon notification, by the City, to remedy the default. Failure by the Successful Bidder(s)/Contractor to correct the default within the required three (3) days, shall result in the Contract being terminated upon the City notifying in writing the Successful Bidder(s)/Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract, and/or within the time required, or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.

- C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder(s)/Contractor incapable of performing the work in accordance with, and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default, or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due, or which may become due on this Contract to the Successful Bidder(s)/Contractor.

1.28 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

- A. Responsive Bid is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.
- B. Determination of Responsibility. A Responsible Bidder shall mean a Bidder who has submitted a Bid and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.
 - 1. Bids will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.
 - 2. The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity, in making the award.
 - 3. The City may require the Bidder(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29 DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount prices offered in the Response shall be fixed after the award of a Contract by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts, off the original prices quoted in the Response, will be accepted from Successful Bidder(s)/Contractor during the term of the Contract. Such discounts shall remain in effect for a minimum of one hundred and eighty (180) days from approval by the City Commission. Any discounts offered by a manufacturer to Successful Bidder(s)/Contractor will be passed on to the City.

1.30 DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or omissions in the Formal Solicitation, or Addenda (as applicable), should be reported in writing to the City's Procurement Department. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will become part of the Purchase Order (Contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

- A. Order of Precedence. Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
1. Addenda (if applicable)
 2. Specifications
 3. Special Conditions
 4. General Terms and Conditions

1.31 EMERGENCY/DISASTER PERFORMANCE -In the event of a natural disaster or other emergency, or disaster situation, the Successful Bidder(s)/Contractor shall provide the City with the commodities/services defined within the scope of this Formal Solicitation at the price contained within Bidder's response. Further, Successful Bidder(s)/Contractor shall deliver/perform for the City on a priority basis during such times of emergency.

1.32 ENTIRE BID CONTRACT -The Bid Contract consists of any amendments to the Bid Contract, the Formal Solicitation, including any addenda, Bidder's Response and any written agreement entered into by the City of Miami and Successful Bidder(s)/Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding, and representations, if any, made by and between the parties. To the extent that the Bid Contract conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Bid, the Formal Solicitation, including any addenda, and then the Bid shall control. This Contract may be amended only in writing by the City through the City Manager.

1.33 ESTIMATED QUANTITIES - Estimated quantities or dollars are provided for the Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage during a previous contract period and (b) the City may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this Contract. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The City is not obligated to place an order for any given amount subsequent to the award of the Contract. Said estimates may be used by the City for purposes of determining the low Bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid or at lower prices in this Formal Solicitation.

1.34 EVALUATION OF RESPONSES –

A. Rejection of Bids. The City may reject a Bid for any of the following reasons:

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

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

B. Elimination from Consideration.

1. A Bid Contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
2. A Bid Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or failed to deliver on time, under contracts of a similar nature.
3. A Bid contract may not be awarded to any person or firm who has been debarred by the City, in accordance with the City's Debarment and Suspension Ordinance (Section 18-107), or is currently debarred by the State of Florida or any political subdivision, or is on the convicted vendor's list per Section 287.133, Florida Statutes.

1.35 EXCEPTIONS TO GENERAL TERMS AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed in the Bid and shall reference the applicable section. Any exceptions to the General Terms and/or Special Conditions shall be cause for a Bid to be considered non-responsive.

1.36 FREIGHT ON BOARD (F.O.B) DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of Bid.

1.37 FIRM PRICES - The Bidder warrants that prices, terms, and conditions quoted in its Bid will be firm throughout the duration of the Bid Contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance, or resulting purchase orders, or Bid Contracts.

1.38 FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

- A. **Florida Minimum Wage.** In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Bidder(s)'s/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States

Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Bidder's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Bidder must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Bidder(s)'s/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request, and the Successful Bidder(s)/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

- B. **City of Miami Living Wage Ordinance.** The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017, by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Section 18-557 of the City Code for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39 GOVERNING LAW AND VENUE - The validity and effect of any Bid Contract as a result of this Formal Solicitation shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of the Bid Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40 HEADINGS AND TERMS - The headings to the various paragraphs of the Bid Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way, the expressed terms and conditions hereof.

1.41 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person, firm, or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI), and/or Protected Health Information (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the City of Miami Privacy Standards. HIPAA mandates for privacy, security, and electronic transfer standards, which include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (i.e., paper records, and/or electronic transfer of data). The Successful Bidder(s)/Contractor must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Successful Bidder(s)/Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder(s)/Contractor and persons employed or utilized by Successful Bidder(s)/Contractor in the performance of this Contract. The Successful Bidder(s)/Contractor shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder(s)/Contractor shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder(s)/Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder(s)/Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder(s)/Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder(s)/Contractor, or persons employed or utilized by the Successful Bidder(s)/Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder(s)/Contractor shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder(s)/Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder(s)/Contractor in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder(s)/Contractor or other acts of the Successful Bidder(s)/Contractor, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder(s)/Contractor or sub-consultant/contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder(s)/Contractor.

1.43 FORMATION AND DESCRIPTIVE LITERATURE - Bidders must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous bid, or on file with the City, will not satisfy this provision.

1.44 INSPECTIONS - The City may, at reasonable times during the term of the Bid Contract, inspect Successful Bidder(s)'s/Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Successful Bidder(s)/Contractor, under the Bid Contract conform to the terms and conditions of the Formal Solicitation. Successful Bidder(s)/Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-101) City Code, as same may be amended or supplemented, from time to time, which, in conjunction with Section 18-102, providing for audits of City contractors, are applicable and are deemed as being incorporated by reference as supplemental terms.

1.45 INSPECTION OF BID - Bids received by the City, pursuant to a Formal Solicitation, will not be made available until such time as the City provides notice of a decision, or intended decision, or within 30 days after bid closing, whichever is earlier. Bid results will be tabulated and may be furnished upon request, via fax or e-mail, to the City's Procurement Contracting Officer, issuing the Formal Solicitation. Tabulations are also available on the City's website following a recommendation for award.

1.46 INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Bidder(s)/Contractor, shall furnish the evidence of insurance to the Procurement Department, as applicable. Submitted evidence of insurance shall demonstrate strict compliance with all requirements stipulated in the Special Conditions section titled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the certificate of

insurance is received within the specified time frame but not in the manner prescribed in the Formal Solicitation, the Successful Bidder(s)/Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Bidder(s)/Contractor fails to submit the required insurance documents in the manner prescribed in the Formal Solicitation within fifteen (15) calendar days after receipt of the Notice of Award, the Successful Bidder(s)/Contractor shall be in default of the contractual terms and conditions and will not be awarded the contract. Information regarding any insurance requirements shall be directed to the Risk Management Director, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1384.

The Successful Bidder(s)/Contractor shall be responsible for ensuring that the insurance documents required in conjunction with this Section remain in effect for the duration of the contractual period; including any renewals and extensions that may be exercised by the City.

1.47 INVOICES - Invoices submitted by Successful Bidder(s)/Contractor to the City shall include the Purchase Order number and description of goods and/or services delivered (i.e., quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48 LOCAL PREFERENCE -City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

1.49 MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Bidders a separate Manufacturer's Certification of all statements made in the Bid. Failure to provide such certification may result in the rejection of the Bid, or termination of the Bid Contract, for which the Bidder/Successful Bidder(s)/Contractor shall bear full liability.

1.50 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No Contract or understanding to modify the Formal Solicitation and the resultant Purchase Order(s) or Bid Contract, if applicable, shall be binding upon the City, unless made in writing by the City's Director of Procurement through the issuance of a change order, addendum to the Bid Contract, Purchase Order, or award sheet, as applicable, or via a written amendment by the City Manager.

1.51 MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder(s)/Proposer grants now or in the future to a similarly situated local government.

1.52 NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in the Bid Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Bidder(s)/Contractor, or to create any other similar relationship between the parties.

1.53 NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with

specifications under the direction of the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories as determined by the City. The data derived from any test for compliance with specifications is public record, and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered, not conforming to specifications may be rejected, and returned at Successful Bidder(s)/Contractor's expense. The non-conforming items not delivered in accordance with the stipulated delivery date in the Bid and/or Purchase Order, may result in Successful Bidder(s)/Contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulted Successful Bidder(s)/Contractor. Any violation of the above stipulations may also result in the Successful Bidder(s)/Contractor being removed from the City's supplier's list.

1.54 NONDISCRIMINATION - Successful Bidder(s) shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Successful Bidder(s) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Successful Bidder(s) shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Successful Bidder(s) affirms that it shall not discriminate as to race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in connection with its performance under the Formal Solicitation. Furthermore, Successful Bidder(s) affirms that no otherwise qualified individual shall solely by reason of their race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used, be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity. In connection with the conduct of its business, including performance of services and employment of personnel, Successful Bidder(s) shall not discriminate against any person on the basis of race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55 NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve in the City's best interest, the City reserves the right to advertise for, receive, and award additional contracts for the goods and/or services described herein, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources, for the purchase of the goods and/or services described herein, as may be available in accordance with the applicable provisions of the City of Miami Procurement Ordinance.

It is hereby agreed and understood that the Formal Solicitation does not constitute the exclusive rights of the Successful Bidder(s)/Contractor(s) to receive all orders that may be generated by the City, in conjunction with the Formal Solicitation.

In addition, any and all goods, and/or services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under the Formal Solicitation, unless such purchases are determined to be in the best interest of the City.

1.56 NOTICE REGARDING "CURES" - Bids submitted with irregularities, deficiencies, and/or

technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and are not waivable by the city.

BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS IFB SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Bids that fail to meet the minimum qualifications and submission requirements of this IFB. Proposer understands that non-responsive Bids will not be evaluated.

1.57 OCCUPATIONAL LICENSE/BUSINESS TAX RECEIPT - Any person, firm, corporation, or joint venture, with a business location within the City's municipal boundaries and is submitting a Bid under the Formal Solicitation shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside of the City's municipal boundaries shall meet their local Occupational License/Business Tax Receipt requirements. A copy of the Occupational License/Business Tax Receipt must be submitted with the Bid; however, the City may, in its sole discretion, and in its best interest, allow the Bidder to provide the Occupational License/Business Tax Receipt to the City during the evaluation period, but prior to award. A Certificate of Use ("CU") will be required if applicable under City regulations.

1.58 ONE PROPOSAL - Only one (1) Bid from an individual, firm, partnership, corporation, or joint venture will be considered in response to the Formal Solicitation, unless otherwise stipulated in the Formal Solicitation.

1.59 OWNERSHIP OF DOCUMENTS - It is understood by and between the parties, that any documents, records, files, or any other matter whatsoever, which is given by the City to the Successful Bidder(s)/Contractor, pursuant to the Formal Solicitation shall at all times remain the property of the City and shall not be used by the Successful Bidder(s)/Contractor for any other purposes whatsoever, without the written consent of the City.

1.60 PARTIAL INVALIDITY - If any provision of the Bid Contract or the application thereof, to any person or circumstance, shall to any extent be held invalid, then the remainder of the Bid Contract or, the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of the Bid Contract shall be valid and enforced to the fullest extent permitted by law.

1.61 PERFORMANCE/PAYMENT BOND - A Successful Bidder(s)/Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of the Bid Contract, in an amount equal to one hundred percent (100%) of the Bid Contract price. Any bond furnished will comply with Florida Law and be in a form acceptable to the City of Miami Risk Management Director.

1.62 PREPARATION OF BIDS - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid amounts, if required, shall be either typewritten, or

manually entered into the space provided, with ink. Failure to do so will be at the Bidder's risk.

- A. Each Bidder shall furnish the information required in the Formal Solicitation. The Bidder shall sign the Bid, and print type or manually enter the name of the Bidder, the Bidder's address and telephone number, on the face page and on each continuation sheet thereof, on which the Bidder makes an entry, where required.
- B. If so required, the unit price for each unit offered, shall be shown, and such price shall include packaging, handling, and shipping, and F.O.B. Miami delivery inside City premises, unless otherwise specified. Bidder shall include in their Bid all taxes, insurance, social security (if applicable), workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.
- C. The Bidder must state a definite time, if required, in calendar days, for delivery of goods and/or services.
- D. The Bidder should retain a copy of all response documents for future reference.
- E. All Bids, as described, must be fully completed, and typed, or printed in ink and must be signed in ink with the Bidder's name, and by an officer or employee having authority to represent the Bidder by their signature. Bids having any erasures or corrections, must be initialed in ink by person signing the Bid or the Bid may be rejected.
- F. Bids shall remain valid for at least 180 days. Upon award of a Bid Contract, the content of the Successful Bidder(s)'s/Contractor's Bid, may be included as part of the Bid Contract, at the City's discretion.
- G. The City 's Bid Forms shall be used when Bidder is submitting its Bid. Use of any other forms, will result in the rejection of the Bid.

1.63 PRICE ADJUSTMENTS - Any price decrease effectuated during the Bid Contract period, either by reason of market change, or on the part of the Successful Bidder(s)/Contractor to other customers shall be passed on to the City.

1.64 PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Bid Contract, the Successful Bidder(s)/Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery, and that the new product meets or exceeds all quality requirements.

1.65 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Successful Bidder(s)/Contractor represents and warrants to the City, that it has not employed, or retained any person, or company employed by the City to solicit or secure the Bid Contract and that the Successful Bidder(s)/Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage,

brokerage fee, or gift of any kind contingent upon, or in connection with, the award of the Bid Contract.

1.66 PROMPT PAYMENT - Bidders may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

Bidders are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be two percent (2%), 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from Successful Bidder(s) during the term of the contract. The City will comply with the Florida Prompt Payment Act, as applicable.

1.67 PROPERTY - Property owned by the City is the responsibility of the City. Such property furnished to a Successful Bidder(s)/Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Bidder(s)/Contractor shall be the responsibility of the Successful Bidder(s)/Contractor. Damages occurring to such property while in route to the City, shall be the responsibility of the Successful Bidder(s)/Contractor. In the event that such property is destroyed, or declared a total loss, the Successful Bidder(s)/Contractor shall be responsible for the replacement value of the property, at the current market value, less depreciation of the property, if any.

1.68 PROVISIONS BINDING - Except as otherwise expressly provided in the resultant Bid Contract, all covenants, conditions and provisions of the resultant Bid Contract, shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

1.69 PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor

list.

1.70 PUBLIC RECORDS - Successful Bidder(s)/Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Bidder(s)/Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Successful Bidder(s)/Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.
- E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

Successful Bidder(s)/Contractor's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Bid Contract by the City.

1.71 QUALITY OF GOODS, MATERIALS, SUPPLIES, AND PRODUCTS - All materials used in the manufacturing, or construction of supplies, or materials, covered by the Formal Solicitation shall be new. The items bid shall be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in the Formal Solicitation.

1.72 QUALITY OF WORK/SERVICES - The work/services performed shall be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality, except as otherwise specified in the Formal Solicitation.

1.73 REMEDIES PRIOR TO AWARD (SECTION 18-106) - If prior to a Bid Contract award, it is determined that a Formal Solicitation or proposed bid award is in violation of law, then the Formal Solicitation or proposed bid award shall be cancelled and all bids rejected by the City Commission, the City Manager, or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74 RESOLUTION OF CONTRACT DISPUTES (SECTION 18-105):

- A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Successful Bidder(s)/Contractor and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.
- B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

- A. Protest of solicitation.
 - 1. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
 - 2. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
- B. Protest of award.

1. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
2. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
3. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation, or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the

other persons specified within ten days after he/she holds a hearing under the protest.

- A. **Hearing officer.** The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g., expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.
- B. **Right of protest.** Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.
- C. **Hearing date.** Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

Hearing procedure.

The procedure for any such hearing conducted under this article shall be as follows:

- A. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.
- B. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as

applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

- C. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.
- D. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.
- E. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.
- F. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16)

1.76 SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Bidder(s) will be notified by the City to remove such samples, at Bidder's expense, within 30 days after notification. Failure to remove the samples will result in such samples becoming the property of the City.

1.77 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Successful Bidder(s)/Contractor shall not sell, assign, transfer, or subcontract at any time during the term of the Contract, the Contract itself, or any portion thereof, or any part of its operations, or assign, sell, pledge, dispose, convey, or encumber any portion of the performance required by this Bid Contract, except under, and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78 SERVICE AND WARRANTY - When specified, the Bidder shall define all warranty, service, and replacements that will be provided. Bidders must explain on the Bid to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with Bidder's response.

1.79 SILENCE OF SPECIFICATIONS - The apparent silence of the scope of work/specifications, and any supplemental scope of work/specification as to any detail or the omission from it, of detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design shall be used. All workmanship and services shall be first quality.

All interpretations of the scope of work/specifications shall be made upon the basis of this statement. If Bidder has a current contract with the State of Florida, Department of General Services, to supply the items in the Formal Solicitation, the Bidder shall quote not more than the contract price; failure to comply with this request will result in disqualification of the Bid.

1.80 SUBMISSION AND RECEIPT OF BIDS - Bids may be submitted electronically via Periscope at or before, the specified closing date and time, as designated in the Formal Solicitation. NO EXCEPTIONS.

A. Facsimile responses will not be considered.

B. Failure to follow these procedures may deem your Bid non-responsive.

- C. The responsibility for obtaining and submitting a Bid on or before the Bid closing date is solely and strictly the responsibility of Bidder. The City is not responsible for delays specifically caused by any occurrence. Bids received after the Bid closing date and time, will be considered late, will remain unopened and will not be considered for award.
- D. Late, misdelivered, or incorrectly addressed responses will be rejected.
- E. All Bids are subject to the conditions specified herein. Bids that do not comply with these conditions may be deemed non-responsive.
- F. Modifications/changes of Bids already submitted will be considered only if received before the Bid closing date and time. All modifications/changes shall be submitted via Periscope. Once a Formal Solicitation closes (closed date and/or time expires), the City will not consider any subsequent modifications/changes which alters the Bids.

1.81 TAXES - The City is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders should be aware that all materials and supplies that are purchased by the Bidder for the completion of the Bid Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended, and all amendments thereto, and shall be paid solely by the Bidder.

1.82 TERMINATION - The City Manager, on behalf of the City, reserves the right to terminate the Bid Contract by written notice to the Successful Bidder(s)/Contractor effective as of the date specified in the notice, should any of the following apply:

- A. The Successful Bidder(s)/Contractor is determined by the City, to be in breach of any of the terms and conditions of the Bid Contract.
- B. The City has determined that such termination will be in the best interest of the City, to terminate the Bid Contract for its own convenience.
- C. Funds are not available to cover the cost of the contracted goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83 TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services have been received, inspected, and found to comply with award specifications, free of damage, or defect, and properly invoiced. Payment will be made after delivery, within forty-five (45) days of receipt of an invoice, and authorized inspection and acceptance of the goods/services, and pursuant to Section 218.74, Florida Statutes, and other applicable law.

1.84 TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of the Formal Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified in the Bid. Deliveries shall be made during regular City business hours, unless otherwise specified in the Special Conditions.

1.85 TITLE - Title to the goods shall not pass to the City until after the City has inspected and accepted the

goods or used the goods, whichever comes first.

1.86 TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE -All Bids submitted to the City are subject to public disclosure, pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Bid contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119, must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with Bidder's name, the Formal Solicitation number, and title marked on the outside.

Please be aware that the designation of an item as a trade secret by Bidder may be challenged in court by any person. By Bidder's designation of material in Bidder's Response as a "trade secret" Bidder agrees to indemnify and hold harmless the City for any award to a plaintiff for damages, costs, or attorney's fees and for costs and attorney's fees, incurred by the City, by reason of any legal action challenging Bidder's claim.

1.87 UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the Successful Bidder(s)/Contractor nor any of their employees shall perform any work, or deliver any goods, unless a change order or purchase order is issued and received by the Successful Bidder(s)/Contractor. The Successful Bidder(s)/Contractor will not be paid for any work performed, or goods delivered outside the scope of the Bid Contract, or any work performed by Successful Bidder(s)'s/Contractor's employee(s) not otherwise previously authorized.

1.88 USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion, or other publicity materials containing information obtained from the Formal Solicitation shall be mentioned, or imply the name of the City, without prior express written permission from the City Manager, or the City Commission.

1.89 VARIATIONS OF SPECIFICATIONS - For purposes of the Formal Solicitation evaluation, Bidder(s) must indicate any variances from the Formal Solicitation scope of work/specifications and/or conditions, no matter how slight. If variations, are not stated on their Bid, it will be assumed that the product fully complies with the Formal Solicitation's scope of work/specifications.

2. Special Conditions

SPECIAL CONDITIONS APPLICABLE TO ALL PROJECTS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for canal cleaning services, as specified herein, from a source(s), fully compliant with the terms, conditions, and stipulations of the Solicitation.

2.2 PRE-BID CONFERENCE

A voluntary pre-bid conference will be held on **June 27, 2023 at 11:30 AM**, via Teams by clicking [THIS LINK](#) or via phone (786) 598-2961; Conference ID: 648832272#. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through Periscope, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint themselves thoroughly regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.3 DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION AND CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the Periscope Electronic Bidding System ("Periscope"), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than **July 3, 2023, at 2:00 PM**. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.4 SUBMISSION AND RECEIPT OF RESPONSE

Electronic bid submittals to this IFB shall be submitted through the Periscope Electronic Bidding System ("Periscope") until the date and time as indicated in the Solicitation. The responsibility for submitting a bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any bids received and time stamped through Periscope, prior to the bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, Periscope will not allow for electronic bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne by the Bidder. Accordingly, Bidder:

1. Must register, free of charge, with Periscope to establish an account in order to have access to view

- and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all bids electronically. Hard copy bid submittals will not be accepted. NO EXCEPTIONS.
 3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via Periscope. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's bid submittal.
 4. Shall ensure that the Certification Statement is fully completed and provided with your bid. Failure to comply with these requirements shall deem the bid non-responsive.
 5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.
 6. May be considered non-responsive if bid does not conform to the terms and conditions of this solicitation.

2.5 BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment, and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder(s) shall, as of bid due date:

- A. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City;
- B. Have never filed for bankruptcy, be in sound financial condition, have no record of civil litigation or pending lawsuits involving criminal activities of a moral turpitude, and shall not have conflicts of interest with the City; Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. **Bidders shall complete, sign, and have notarized Attachment J – Affidavit of Responsibility;**
- C. Have the same Federal Employee Identification Number (FEIN) for the last five (5) consecutive years;
- D. Hold a license for the spraying of herbicide/Sonar as issued by the State of Florida's Department of Agriculture. **License shall be submitted at the time of bid submittal;** and
- E. Hold a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificates of Competency **OR** the State Contractor's Certificates of Registration as issued by Palm Beach, Broward, Miami-Dade, or Monroe County, which authorizes the Successful Bidder(s) to perform the proposed work.

Holder of all licenses must be an employee of the Successful Bidder(s) or the subcontractor. Licenses and certifications must be provided in the bid response, including the license of the subcontractor(s). Failure to provide Licenses and Certifications shall deem the bid non-responsive.

2.6 METHOD OF AWARD

This Solicitation is divided into two (2) Classification Types. Classification Type 1 – Federally Funded Projects; and Classification Type 2 – Non-Federally Funded Projects. **Bidders can bid on one or both Classifications**, using the applicable Price Form(s).

Pursuant to Federal Procurement Regulations, particularly 2 CFR 200.320, Classification Type 1 - Federally Funded Projects shall only be awarded to the lowest responsible and responsive bidder who bids on all items and whose bid offers the lowest price when all items are added in the aggregate. Failure to bid on all items on the price sheet shall deem your bid non-responsive.

Classification Type 2 - Non-Federally Funded Projects shall be awarded to the two (2) lowest responsive and responsible Bidders, who bid on all items on the price sheet. Failure to bid on all items on the price sheet shall deem your bid non-responsive. Service areas shall be assigned to Successful Bidder(s) via work orders at the City's sole discretion, based upon the needs of the City. In the event that there is a sole responsive and responsible Bidder, the City at its sole discretion may award all service areas to the sole responsive and responsible Bidder.

2.7 TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2)- year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative, not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8 CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

2.9 ESCALATION CLAUSE

Successful Bidder(s) may request, in writing, including a justification, an adjustment of the prices submitted in the pricing schedules based on changes in the CPI for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., no more than 60 days, but no less than 30 days prior to the yearly contract anniversary. If requested, the pricing schedule may be increased/decreased, if necessary, based on review of the CPI criteria listed above. Any adjustments made will be for the following contract year and will not be combined with previous years that were not requested within the date parameters set above (i.e., rate increase requested within the date parameters above in 2021, if approved will be for year 2022). Should the Successful Bidder(s) not submit their request for any particular year, they will forgo any change in the CPI.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days' notice to the Successful Bidder(s).

The Procurement Department may also, in its sole discretion, make an equitable adjustment in the contract

terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10 NON-APPROPRIATION OF FUNDS

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

2.11 INSURANCE REQUIREMENTS

At the time of award, the Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal Injury	\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Worker's Compensation

A. Limits of Liability

Statutory-State of Florida
Waiver of subrogation
USL&H

B. Employer's Liability Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Umbrella Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence \$ 3,000,000
Aggregate \$ 3,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

Protection and Indemnity Liability

A. Limits of Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000

City of Miami listed as the named insured.

Pollution Liability

A. Limits of Liability

Each Occurrence \$1,000,000
General Aggregate \$1,000,000

City of Miami listed as the named insured.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance with policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

1. Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
2. The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder(s) in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder(s). **See Attachment A - Insurance Addendum.**

2.12 REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing **Attachment B - Reference Submittal Form**. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within the last five (5) years and for services as described in this solicitation.

2.13 BACKGROUND CHECKS

JESSICA LUNSFORD ACT (JLA) BACKGROUND SCREENING REQUIREMENTS:

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, as amended from time to time Successful Bidder(s) agrees that, if Successful Bidder(s) receives remuneration for services, Successful Bidder(s) and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes for any work to be performed in City parks.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from Level 2 screening requirements as provided under Section 1012.468 of the Florida Statutes. In addition, the provisions of Section 1012.467 of the Florida Statutes are incorporated herein by reference, and any provisions that may be inconsistent with, contrary to, or determined to be in conflict with said Section 1012.467, will be superseded by said statute.

A non-instructional Successful Bidder(s) who is exempt from the screening requirements set forth in Sections 1012.465, 1012.468 or 1012.467 of the Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under Section 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The Successful Bidder(s) will not be charged

for this search.

Further, upon obtaining clearance by City, the City may issue a photo identification badge consistent with any statutory requirements, which shall be worn by the individual at all times while on City property when children are present.

Successful Bidder(s) shall bear any, and all costs associated with acquiring the required background screening, including any costs associated with fingerprinting and obtaining the required photo identification badge. Successful Bidder(s) shall require all its affected employees to sign a statement, as a condition of employment with Successful Bidder(s) in relation to performance under this Contract, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Successful Bidder(s)/Employer of any arrest(s) or conviction(s) of any offense within 48 hours of its occurrence. Successful Bidder(s) shall provide the City with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Successful Bidder(s) shall have an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Successful Bidder(s) shall also notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested, or convicted of any disqualifying offense. Failure by Successful Bidder(s) to notify the City of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the City.

The failure by the Successful Bidder(s) to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the City to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

2.14 CURES

Please refer to Section 1.56, Notice Regarding "Cures" of the General Terms and Conditions of this Solicitation as well as **Attachment C - APM Regarding Cures**, for further clarification of this policy.

2.15 PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with Elyrosa Estevez, City Engineer, or designee, who shall be designated as the Project Manager(s) for the City.

2.16 SUBCONTRACTOR(S)

Bidder(s) must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on **Attachment D - Subcontractors**, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it is requested in writing the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.17 RESPONSE TIME

Successful Bidder(s) shall provide the City a contact who will be available to the City 24-hours/seven days a week in the event of an urgency. Failure to respond to a service call within the specified time may result in the Successful Bidder paying any and all costs associated with the services performed by a secondary vendor.

2.18 COMPLETED WORK

The City shall be notified by the Successful Bidder(s) upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder(s) at no additional charge to the City.

The Successful Bidder(s) shall not begin work until a Purchase Order and/or a Notice to Proceed are received.

2.19 BID BOND

All bids shall be accompanied by an original Bid Bond in the amount of five percent (5%) of the total bid submitted for non-federally funded projects not inclusive of the special provisions line item, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond from all unsuccessful Bidders, if in the form of a Cashier's Check or Money Order, will be returned immediately after bid award. Bid bonds are not required for federally funded project bid price sheet submissions.

2.20 METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidder's total monthly billing.

Each invoice shall include total cost, percent (%) retainage, if applicable, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.21 LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.22 CONTRACTOR TO BE REPRESENTED

The Successful Bidder(s), at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder(s) in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers,

etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder(s) in all cases, and to carry out any instructions relative to the work may be given by the City.

2.23 USE OF PREMISES

The Successful Bidder(s) shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder(s) shall take all measures necessary to protect their own materials.

2.24 DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder(s) shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder(s), at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.25 PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder(s) shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder(s) shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder(s) shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder(s) shall meet the following noise abatement performance standards for all construction equipment:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.26 SAFETY MEASURES

Successful Bidder(s) shall take all necessary precautions for the safety of employees and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder(s) shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder(s) shall use only equipment that is fully operational and in safe operating order. Successful Bidder(s) shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.27 ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrants such determination in the opinion of the City.

2.28 ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms, or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.29 ADDITIONS/DELETIONS OF SERVICES/ITEMS/LOCATIONS/SUPPLIERS

Although this Solicitation identifies specific services/items/locations/suppliers, it is hereby agreed and understood that any services/items/locations/suppliers may be added/deleted to/from this Contract at the option of the City. When an additional service/item/location to the Contract is required, the Successful Bidder(s) shall be invited to submit price quotes for these new product(s). If prices are not competitive or not carried, the City maintains the right to add additional suppliers to the Contract to carry those items required. If these quotes are comparable with market prices offered for similar location/products/items/services, they shall be added to the Contract, whichever is in the best interest of the City, and an addendum and/or a separate purchase order shall be issued by the City. When additional suppliers are needed to provide originally contracted services/items/products, the City reserves the right to request quotes from the market and amend the contract to include the new suppliers.

2.30 FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.31 TERMINATION

FOR DEFAULT

If Successful Bidder(s) defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder(s) was not in default or (2) the Successful Bidder(s)'s failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.32 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.33 PERFORMANCE BOND

Prior to commencing any work, the Successful Bidder(s) may be required to submit a Performance Bond equal to 100% of the estimated work required (*inclusive of the Special Provisions line item*) within five (5) days after receiving a written notice from the City. This performance Bond for the satisfactory performance of this Contract. The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written by a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Bidder(s).

Performance Bonds must be maintained until all of the assigned work has been completed and approved by the City in writing.

If the Surety on any bond furnished by the Successful Bidder(s) is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the City, the Successful Bidder(s) shall within five (5) calendar days substitute another bond and surety, both of which shall be acceptable to the City.

If the Bidder cannot obtain another bond and surety within (5) calendar days, the City will accept and the Successful Bidder(s) shall provide an irrevocable letter of credit drawn on a Miami-Dade County, Florida bank until the bond and surety can be obtained.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS

This section applies to all projects that are federally funded. Bidders shall use the applicable **Federally Funded Projects Price Sheet (Attachment E)** for this bid when submitting pricing.

2.34 LOCAL OFFICE PREFERENCE

Local Office Preference **does not** apply to Classification 1 - Federally Funded Projects.

2.35 DECLARATION OF A FEDERAL EMERGENCY – Applicable to Classification 1 – Federally Funded Projects

Upon the declaration of a Federal emergency, the City shall seek Federal Disaster Assistance as defined in the City's Procurement Code Section 18-121 titled "Procurements, Grants, Subgrants, and Compliance Utilizing

Requirements for Federal Disaster Assistance”; therefore, all canal cleaning services during such emergency, shall be provided solely by the Successful Bidder, as the lowest responsible and responsive bidder, for Classification Type 1, Federally Funded Projects.

2.36 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole

or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.37 COMPLIANCE WITH THE DAVIS-BACON ACT

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

2.38 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.39 COMPLIANCE OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. In addition:

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.

2.40 CLEAN AIR ACT/FEDERAL WATER POLLUTION ACT

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in

whole or in part with Federal assistance provided by FEMA.

2.41 SUSPENSION AND DEBARMENT

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.42 BRYD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

Bidders must complete and return Attachment H with Bid Submittal.

2.43 PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

2.44 ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Miami and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.45 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

2.46 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.47 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.48 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 2 - NON-FEDERALLY FUNDED PROJECTS

This section applies to all projects that are non-federally funded. Bidders shall use the applicable **Non-Federally Funded Projects Price Sheet (Attachment F)** for this bid when submitting pricing.

2.49 LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.50 LOCAL OFFICE PREFERENCE

Local Office Preference only applies to Classification 2 - Non-Federally Funded Projects.

Bidders wishing to apply for the local office preference shall comply with the General Terms and Conditions, Section 1.48 Local Preference of this solicitation and with Section 18-73 of the City of Miami Procurement Code, titled "Definitions", and shall submit with the Bid at the time of the Bid due date the following:

- Completion and submission of **Attachment G, City of Miami Local Office Certification Form**;
- Submission of a copy of the Proposer's lease documents at the location being deemed a City of Miami Local Office;
- Submission of a City of Miami Business Tax Receipt;
- Submission of a Miami Dade County Business Tax Receipt; and
- Submission of a copy of the license, certificate of competency, and certificate of use that authorizes the performance of the Proposer/Bidder.

3.0 Specifications

3.1 SPECIFICATIONS/SCOPE OF WORK

I. Introduction

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB. BIDDERS SHALL COMPLETE ATTACHMENTS E & F, BID PRICE SHEET(S), TO IDENTIFY WHICH CLASSIFICATION (CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS OR CLASSIFICATION 2 – NON-FEDERALLY FUNDED PROJECTS) THE BIDDER IS REQUESTING CONSIDERATION FOR. BIDDERS MAY RESPOND TO ONE CLASSIFICATION OR BOTH CLASSIFICATIONS. BIDDER MUST MEET ALL REQUIREMENTS IN ORDER TO BE CONSIDERED RESPONSIVE.

The City of Miami's ("City") Department of Resilience and Public Works ("RPW") and Department of Parks and Recreation ("Parks") is in need of fully capable and willing firms to provide canal cleaning services for the City. The Successful Bidder(s) shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies (including trash bags), equipment, materials, water, diesel fuel and services necessary for satisfactory contract performance. Such materials and equipment shall be of suitable type, in good condition and grade for the purpose of this contract. All workmanship, equipment and frequency of services shall be subject to the inspection and direction/approval of the City.

II. DESCRIPTION OF WORK

All work shall be performed using superior maintenance standards and techniques. The Successful Bidder(s) shall inform the City two (2) weeks before each clean-up task is scheduled. The Successful Bidder(s) agrees to on-site inspections by the Project Manager. The scope of work includes but is not limited to the following:

SCHEDULED SERVICES

Scheduled services frequency is as indicated below or at the discretion of the City.

A. Debris Removal and Litter Control - Every month of the year, or as directed by the Project Manager (all locations). This work is for the entire length of the waterway including water edge and banks. Litter and debris removal includes but is not limited to human discarded trash, human waste, pet waste, discarded landscaping, etc. **NOTE: Litter control for Ademar and Davis Canals shall take place TWICE a month from July through October.**

B. Mowing / Trimming - Monthly for the Wagner Creek and Lawrence locations. Four (4) times a year, or as directed by the Project Manager for other locations (all locations).

C. Weed Control / Chemical Treatment - Banks and upland areas within canal right of way at Wagner Creek, Comfort Canal, Lawrence Waterway and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

D. Sonar Spraying - Waterways at Comfort Canal and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

E. Obstruction (Vegetative) Removal - All Locations twice (2) a year, or as directed by the Project

Manager. Must ensure that a minimum of two (2) feet of free water flow is maintained.

F. Obstruction (Heavy Materials/Illegal Dumping) Removal - All locations except Seybold Canal, Rickenbacker Causeway and All City Parks twice (2) a year, or as directed by the Project Manager. Successful Bidder(s) must remove the illegal dumping/ bulk trash at/near waterways. Must ensure that a minimum of two (2) feet of free water flow is maintained.

G. Maintenance of Lawrence Canal Seawall – Successful Bidder(s) shall pressure clean a total of 144 existing concrete bollards at Lawrence Waterway three (3) times a year. During one of those cleanings, Successful Bidder(s) shall pressure clean and paint with one coat of Thoroseal #8532 or an approved equal. This action item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8” anchor chain, 10 feet in length, as per detail. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting.

H. Seaweed/Hydrilla Removal - This work is required once a year to remove all the seaweed and hydrilla from all the canals and waterways shown below. The Successful Bidder(s) shall bear the costs associated with purchase or rental of a weed harvester such as a Kelpin 800 Model or approved equal.

I. Type I Turbidity Barrier – This work is required per Project Manager for locations where there is a current spill of silted water to prevent pollution to waterways. Contractor shall provide all materials, equipment and labor to install and remove a turbidity curtain at the request of the Project Manager. Cost of turbidity barrier rental/purchase shall be the burden of the Contractor. Contractor **will not be allowed** to charge the City separately for these services.

J. Removal of Litter at Outfall ends: This work is to be conducted during low tide hours. The Successful Bidder(s) shall provide all labor, materials, and equipment to remove all floatable, debris, cans, trash deposited at outfall ends in the waterway bottom and remove the debris without disturbing bottom soil. All litter removal should be done at least monthly. Successful Bidder(s) shall confirm frequency with Project Manager prior to the commencement of the contract.

K. Removal of dead animals and fish kill – This work is to be conducted at the request of the Project Manager. The trash bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

****Contractor shall not pick up sargassum from the waterways and Bay.****

NON-SCHEDULED SERVICES

Non-scheduled work is at the discretion of the City. Successful Bidder(s) shall not proceed with any non-scheduled work without the written approval of the City/Project Manager or designee. It is the responsibility of the Successful Bidder(s) to notify the Project Manager of any needs for pruning, tree/stump removal, or other service issues.

L. Pruning - Shrubs shall be trimmed as needed to provide an informal shape, fullness, and bloom. Trees shall be free of all dead (browned) fronds and branches. Cut and remove the seeds and fronds that are pointing downward that are browning or yellowing. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

M. Removal of trees or stumps - All removal of trees and stumps shall be according to the most efficient and safest industry standards. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

Upon award, the Successful Bidder(s) shall submit a detailed maintenance plan to the City for approval. The plan shall include, but not be limited to:

- A.) a schedule for each task;
- B.) the equipment to be used for each task; and
- C.) the procedure that will be set in place for the maintenance of the canals.

****SEE ATTACHMENT I – MINIMUM SERVICES LIST FOR EACH LOCATION****

III. SERVICE LEVEL REQUIREMENTS

Frequency of Services

Canal cleaning services shall be executed, at a minimum, based upon the unit of measures listed in Attachments E and F, Bid Price Sheets. The City's Project Manager may request additional service days as necessary to maintain the level of aesthetic required by the City.

Proper Equipment and Operation Caution

The Successful Bidder(s) shall have the properly sized maintenance vessels with the required cranes for deployment to all waterways covered under this contract. The Successful Bidder(s) shall not use any equipment that could seriously disturb the sediments in the canals. Caution should always be taken during the operation. Specifically, dirty water should always be kept within a small area, and the operation shall not generate cloud or plume over 29 Nephelometric Turbidity Units (NTUs).

Proper equipment also includes but is not limited to:

- A.) Trash Collecting Barge, or approved equal - Total Length: 40 feet / Total Width: 14 feet / Carrying Capacity: 15 tons (30,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- B.) Trash Collecting Barge, or approved equal - Total Length: 70 feet / Total Width: 14 feet / Carrying Capacity: 13.5 tons (27,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- C.) Heavy Duty Truck with Clamp - Mounted Crane/Floating Barge and Small Vessel/Tugboat/Hauler or Dump Truck

Quality Assurance

The Successful Bidder(s)'s assigned Supervisor shall be well versed in appropriate maintenance operations and procedures. All employees of the Successful Bidder(s) shall be competent and skilled in their particular job in order to ensure proper performance of the work assigned.

Successful Bidder(s) shall ensure that in the event of any equipment malfunction or concern, a back-up is available and used to continue the immediate completion of services.

All work shall be performed using superior maintenance standards and techniques. If under any circumstances, the Project Manager is not satisfied with the work, the Successful Bidder(s) shall redo the job to the Project Manager's satisfaction at the Successful Bidder(s)'s expense. No additional compensation by the City will be allowed for Successful Bidder(s)'s non-performance.

Environment Protection

The working areas include environmental sensitive areas, especially the Biscayne Bay Aquatic Preserve which has exceptional biological, aesthetic, and scientific value. The Successful Bidder(s) must follow all rules and

regulations for the protection of the environment.

It shall be the Successful Bidder(s)'s responsibility to preserve the existing condition of the canals and surroundings, including but not limited to natural vegetation such as sea grasses and mangroves, bank of the canals, bulkheads and seawalls, concrete sidewalk, curb, and/or gutter and pavement. Any damage done to the pavement or concrete due to the Successful Bidder(s)'s failure to comply with the requirements of this Contract, or failure to exercise responsible care in the performance of the work, shall be repaired at the Successful Bidder(s)'s expense.

Any damages to the plants such as sea grasses and mangroves shall be mitigated to Miami-Dade County's Department of Environmental Resource Management's ("DERM") and City's satisfaction, by the Successful Bidder(s) and at the Successful Bidder(s)'s expense.

****Contractor shall not pick up sargassum from the waterways and Bay.****

Underground Gas Pipelines

The Successful Bidder(s) shall review and abide by Florida State Statute Chapter 556, Underground Facility Damage Prevention and Safety, while performing the services listed in and related to this solicitation.

Special Condition for Shallow Areas

The Successful Bidder(s) shall use shallow draft boats, vessels, or other equipment to collect debris in shallow areas. The minimum depth of water for operation in water should be at least one (1) foot. In case of water depth less than one (1) foot, the Successful Bidder(s) shall use appropriate equipment to collect the debris from land. For shallow areas, the clean-up work shall be restricted to high tide period in order to protect the soil and vegetation. Contractor must not disturb waterway bottom while removing trash/debris during low tide.

Chemical Treatment

All herbicides must be labeled for use in water. The chemicals must be approved by United States Environmental Protection Agency ("USEPA") and the Florida Department of Agriculture and Consumer Services. Weed control chemical treatment should be used in the proper manner. The City prefers the use of Aqua Star, a water-soluble liquid, that mixes readily with water and nonionic surfactant to be applied as a foliar spray for the control or destruction of many herbaceous and woody plants. Any other herbicide shall be approved in writing by the Project Manager or designee.

The weed control is primarily focused on emergent submersed, rooted plants and filamentous algae. The Successful Bidder(s) shall be extremely cautious not to damage any endangered plants, threatened plants, and species of special concern. The federal list of endangered and threatened by commercial exploitation plants are maintained by the Department of Agriculture and Consumer Services via Chapter 5B-40 FAC. Sea grasses, mangroves and other species are designated as Essential Fish Habitat by the South Atlantic Fishery Management Council, under the Sustainable Fisheries Act administered by the National Marine Fisheries Service under National Oceanic and Atmospheric Administration ("NOAA"). For the waterway treatment, Successful Bidder(s) shall use Sonar Herbicide, or approved equal.

Manatee Alert

The Successful Bidder(s) is alerted that manatees could be present in the canals. The Successful Bidder(s) shall protect the manatee. Specifically, operation shall be stopped when manatee is within one hundred fifty feet (150') of the work site.

Waste Disposal

It is the Successful Bidder(s)'s responsibility to dispose of the waste collected during the canal maintenance appropriately. The Successful Bidder(s) shall remove the waste collected from the site within twenty-four (24) hours of collection. The City of Miami will pay the disposal fee signed by the City Inspector. Successful Bidder(s) must pick up and haul the debris to the nearest Miami-Dade County Transfer Station and pay up front for the disposal fee of the collected debris. The Successful Bidder(s) shall provide proof of the quantity of the waste collected, such as the load ticket, in order to be reimbursed for the waste disposal fee, and the City will pay only for the waste collected for the canal maintenance operations. The pay ticket must be signed by the Project Manager prior to submittal of invoice payments. Fish kill bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

The City reserves the right to add the Successful Bidder(s) as the City's authorized representative for waste disposal at the Miami Dade County Solid Waste Transfer Facility. If done, the Successful Bidder(s) will not have to pay upfront for disposal fees. Said fees will be automatically invoiced to the City. Successful Bidder(s) shall still submit any paperwork/load tickets issued by the Facility for reporting purposes. The City will notify the Successful Bidder(s) if said privilege is granted.

IV. LOCATIONS

NAME	ADDRESS/APPROXIMATE LOCATION	SIZE
Wagner Creek North	NW 20th Street to NW15 Street along NW 13th Ave	3750 ft
Wagner Creek South	NW 15th Street to NW 11th Street along NW 13th Ave	2050 ft
Seybold Canal	NW 11th Street and NW 9th Ct to the Miami River	2300 ft
Comfort Canal	NW 27th Ave to NW 45th Ave along SR 836	8070 ft
Davis Canal	Between NE 86th Street and NE 87th Street from NE 10th Ave to Biscayne Bay	1350 ft and 200 ft of bank
Ademar Canal	Between NE 84th Street and NE 83rd Street from NE 8th Ct to Biscayne Bay	1650 ft and 375 ft of bank
Bayfront NE 28th Street Cove	Biscayne Bay and NE 28th Street	480 ft of bank
Bayfront NE 20th-21st Street Cove	Biscayne Bay and NE 20th Street	450 ft of bank
Bayfront North and South of Rickenbacker Causeway	Along Alice Wainwright Park to SE 25th Road	750 ft of bank
Lawrence Waterway and Swell Canal	NW 7th Street between NW 17th Ct and NW 18th Ave to the Miami River	2068 ft
Waterfront of Antonio Maceo Park	5135 NW 7th Street	235 ft of bank
Waterfront of Margaret Pace Park	1775 North Bayshore Drive	1750 ft of bank
Waterfront of Pallot Park	3805 NE 6th Avenue	430 ft of bank
Waterfront of Morningside Park	750 NE 55th Terrace	2000 ft of bank
Waterfront of Legion Park	6447 NE 7th Avenue	550 ft of bank
Waterfront of Fern Isle Park	2201 NW 11th Street	1900 ft of bank

Miami River	West side of NW 27th Ave and the edge of NW S River Drive	2300 ft of bank
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V. ADDITIONAL INFORMATION

Services Beyond the Scope of the Contract

In the event that services beyond the scope of work of this contract are requested by the Project Manager, the Successful Bidder(s) must receive the written approval of the work request from RPW, written approval of the quote to perform such services, and the approval of the Department of Procurement to add the services to the Contract, if applicable.

Public Access

During any improvement, safe access shall be provided by the Successful Bidder(s) to the entrances of all residences and business establishments. The methods used to allow access will be determined by the Successful Bidder(s) with the approval of the City's Project Manager or designee.

Maintenance of Established Landscaping

Existing trees on private property and in the public right of way are to be protected while work is in progress. Trimming of trees is not allowed without prior approval of the City's Project Manager. Removal of trees are on an as needed basis and shall be requested by the Project Manager. If any replacements are needed/requested, the replacements shall be of equal or better quality. All replacement tree, ground covering/plant material shall be quoted and be approved, in writing, prior to replacement.

VI. INSPECTION PROCESS

Once services are completed, the Successful Bidder(s) may be required to take pictures to submit with any invoices. In addition, the Successful Bidder(s) shall immediately email and call the City's Project Manager to advise that the service area was completed.

VII. INVOICING

Successful Bidder(s) shall provide invoices with pictures no later than the 5th of the month for the previous month's services. Submitting invoices later than the specified date may cause delays in payment. On the invoice the Successful Bidder(s) shall provide:

- A. Date(s) of services
- B. Area(s) of services
- C. Contract number (Contract No. 1575386)
- D. List of services completed
- E. Pricing
- F. Supporting documentation such as invoices providing costs for additional services (trees, etc.)
- G. Payment to subcontractors and/or suppliers with corresponding release of liens forms and affidavits if applicable

ATTACHMENT A

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory and subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City

to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

Attachment B: Reference Submittal Form

IFB 1704386 - Canal Cleaning Services

FIRM NAME: _____

Reference Section 2.12	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #2
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):
	Past Performance Reference Check #3
	Company/Organization Name:
	Address:
	Contact Person:
	Contact Phone Number and Email:
	Contact E-mail (if applicable):
	Date of Contract or Sale:
	Prime or Subcontractor:
	Other (Description of Service, Total dollar value of Contract, etc.):

POLICY NUMBER:

APM- 2-19

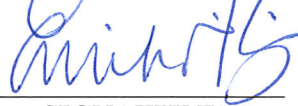
DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.

City Manager/Designee



SIGNATURE

CITY OF MIAMI



ADMINISTRATIVE POLICY

**REVISED
SECTION**
Created

REVISIONS

**DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

Title: CANAL CLEANING SERVICES

IFB No.: 1704386

List of Subcontractors

Completion of Form

This form is to be updated after award of the Contract as additional Subcontractors are added or changed. Submit additional pages as necessary.

Name of Firm	Address	Scope of Work	Licenses	% of Work

Note:

1. The work performed by Subcontractor(s) listed cannot equal more than fifteen percent (15%) of the total work for the Contract.
2. The foregoing list of Subcontractors may not be amended after award of the Contract without the prior written approval of the City's Project Manager identified in the Solicitation, whose approval will not be unreasonably withheld.

Name of Proposer: _____

Date: _____

Name of Individual Completing Form: _____

Signature: _____

IFB 1704386 Canal Cleaning Services

Attachment E - Classification 1 - Federally Funded Projects Price Sheet

*complete this sheet while in excel. Spreadsheet automatically total.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY		\$0.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY		\$0.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY		\$0.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY		\$0.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
18	Comfort Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH		\$0.00
20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH		\$0.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00

24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH		\$0.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY		\$0.00
44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH		\$0.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH		\$0.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00

50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY		\$0.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY		\$0.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH		\$0.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY		\$0.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY		\$0.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH		\$0.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH		\$0.00

81	Removal of Litter at any outfall or Bay areas - removal by hand of litter buried at outfall ends in the waterway bottom of the shore and at 30 feet of the shoreline.	1	TON		\$0.00
82	Removal and disposal of dead animals; removal and disposal of fish due to a fish kill or a pollution event.	1	TON		\$0.00
83	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, up to 7" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH		\$0.00
84	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 8" to 20" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH		\$0.00
85	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 21" to 35" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH		\$0.00
86	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, more than 36" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH		\$0.00
87	Shade Tree and Stump Removal 0'-15' overall height	1	EACH		\$0.00
88	Shade Tree and Stump Removal 15'-40' overall height	1	EACH		\$0.00
89	Shade Tree and Stump Removal 41'-60+' overall height	1	EACH		\$0.00
90	Palm Tree and Stump Removal 0'-15' overall height	1	EACH		\$0.00
91	Palm Tree and Stump Removal 16'-40' overall height	1	EACH		\$0.00
92	Palm Tree and Stump Removal 41'-60+' overall height	1	EACH		\$0.00
93	Shade Tree Pruning 0'-15' overall height	1	EACH		\$0.00
94	Shade Tree Pruning 16'-40' overall height	1	EACH		\$0.00
95	Shade Tree Pruning 41'-60+' overall height	1	EACH		\$0.00
96	Palm Tree Pruning 0'-15' overall height	1	EACH		\$0.00
97	Palm Tree Pruning 16'-40' overall height	1	EACH		\$0.00
98	Palm Tree Pruning 41'-60+' overall height	1	EACH		\$0.00
99	SPECIAL PROVISION = Contingency Allowance				\$100,000.00

IFB 1704386 Canal Cleaning Services

Attachment F - Classification 2 - Non-Federally Funded Projects Price Sheet

*complete this sheet while in excel. Spreadsheet automatically total.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY		\$0.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY		\$0.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY		\$0.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY		\$0.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
18	Comfort Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY		\$0.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH		\$0.00
20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY		\$0.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH		\$0.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00

24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH		\$0.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY		\$0.00
44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY		\$0.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH		\$0.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH		\$0.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00

50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY		\$0.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY		\$0.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH		\$0.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY		\$0.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY		\$0.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY		\$0.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY		\$0.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY		\$0.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH		\$0.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH		\$0.00

[illegible]



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	_____ YES _____ NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	_____ YES _____ NO _____ N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: _____ YES _____ NO _____ Exempt Cite Exemption: _____ _____ Miami-Dade County: _____ YES _____ NO _____ Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	_____ YES _____ NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Print Name (Bidder/Proposer Authorized Representative)

Signature

Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20_____, by
_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

ATTACHMENT H

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge, that:

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

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

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

Signature of Contractor/Contractor's Authorized Official

Name and Title of Contractor/Contractor's Authorized Official

Date: _____

Work Requirement	Wagner Creek North	Wagner Creek South	Seybold Canal	Comfort Canal	Ademar Canal	Davis Canal	NE 28 Street Canal	NE 20-21 Street Cove	Rickenbacker Cswy.	Lawrence Waterway	Margaret Pace Park	Antonio Maceo Park	Pallot Park	Kennedy Park	Morningside Park	Legion Park	Miami River by NW 27 Ave	Fern Isle Park
Debris Removal/Litter Control	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Mowing/Trimming	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Weed Control/Chemical Treatments	X	X		X						X		X						
Sonar Spraying	X	X		X						X								
Obstruction (Vegetative) Removal	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Obstruction (All Heavy Materials) Removal	X	X		X	X	X	X	X		X	X	X	X	X	X	X		
Maintenance of Seawall										X								
Harvester			X	X	X	X	X	X	X		X	X	X	X	X	X	X	X
Installation of Turbidity Barrier Type I	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Removal of Turbidity Barrier	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Removal of Litter at Outfall/Bay Bottom	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Removal of Fish	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Note: Please see Section 3.1, Specifications/Scope of Work for a description of the actions listed above.



**INVITATION FOR BID ("IFB") NO. 1704386
FOR CANAL CLEANING SERVICES
CERTIFICATION STATEMENT AFFIRMATION AFFIDAVIT**

I, _____, AS **PRESIDENT/CEO** OF _____,
HEREBY DECLARE, AFFIRM, AND CERTIFY THE FOLLOWING STATEMENTS:

- (1) THE PRINCIPAL(S) OF _____ IS/ARE
_____; AND
- (2) NO PRINCIPAL HAS COMMITTED FRAUD OR THEFT, HAS NOT FILED FOR OR BEEN THE SUBJECT OF BANKRUPTCY, HAS BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES, OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS DISHONESTY; AND
- (3) NO COMPANY REPRESENTATIVE OR PERSONNEL HAS COMMITTED FRAUD OR THEFT; SUMMONED TO RESPOND TO CRIMINAL CHARGES OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY OR BUSINESS DISHONESTY.

PURSUANT TO IFB GENERAL TERMS AND CONDITIONS SECTION 1.25 WHICH INCORPORATES SECTION 18-107 OF THE PROCUREMENT CODE, ALL CONTRACTS FOR GOODS AND SERVICES, SALES, AND LEASES ISSUED BY THE CITY SHALL INCLUDE A CERTIFICATION THAT NEITHER THE CONTRACTUAL PARTY NOR ANY OF ITS PRINCIPAL OWNERS OR PERSONNEL HAVE BEEN CONVICTED OR COMMITTED ANY OF THE VIOLATIONS SET FORTH IN SECTION 1.25 GENERAL TERMS AND CONDITIONS.

IN THE EVENT THAT THE BIDDER IS UNABLE TO PROVIDE SUCH CERTIFICATION, BUT STILL WISHES TO BE CONSIDERED FOR AWARD OF THIS SOLICITATION, THE BIDDER SHALL FURNISH A WRITTEN EXPLANATION OF THE FACTS SUPPORTING ANY EXCEPTION TO THE REQUIREMENT FOR CERTIFICATION THAT IT CLAIMS. THE BIDDER AGREES TO COOPERATE FULLY WITH THE CITY IN ANY INVESTIGATION UNDERTAKEN BY THE CITY TO DETERMINE WHETHER THE CLAIMED EXCEPTION IS APPLICABLE.

I SOLEMNLY DECLARE, AFFIRM, AND CERTIFY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

(NAME OF COMPANY/FIRM)

(SIGNATURE)

_____, PRESIDENT/CEO
(PRINTED NAME)

DATE

State of Florida)
)
County of _____)

On this, the ____ day of _____, 2023, before me personally appeared, _____, the
President/CEO of _____, known to me (or satisfactorily proven) to be the
person whose name is subscribed to within this instrument, and acknowledged that they executed the same for the purposes herein
contained.

In witness hereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 1

IFB 1704386

June 23, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

- A. Attachment J – Affidavit of Responsibility has been deleted in its entirety and replaced with Attachment J (Revised) - Certification Statement Affirmation Affidavit.**
- B. Exhibit A – IFQ 1704386 – Canal Cleaning Services Bid Submittal Checklist is hereby added.**

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.

**Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department**

AP:tg

- c. Juvenal Santana, P.E., Director, Public Works
- Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____



**INVITATION FOR BID ("IFB") NO. 1704386
FOR CANAL CLEANING SERVICES
CERTIFICATION STATEMENT AFFIRMATION AFFIDAVIT**

I, _____, AS **PRESIDENT/CEO** OF _____
("Company"), HEREBY DECLARE, AFFIRM, AND CERTIFY THE FOLLOWING STATEMENTS:

- (1) THE PRINCIPAL(S) OF _____ IS/ARE
_____; AND
- (2) NO PRINCIPAL HAS COMMITTED FRAUD OR THEFT, HAS FILED FOR OR BEEN THE SUBJECT OF BANKRUPTCY, HAS BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES, OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING; AND
- (3) NO COMPANY REPRESENTATIVE OR PERSONNEL HAS COMMITTED FRAUD OR THEFT; BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING.

PURSUANT TO IFB GENERAL TERMS AND CONDITIONS SECTION 1.25, WHICH INCORPORATES SECTION 18-107 OF THE PROCUREMENT CODE, ALL CONTRACTS FOR GOODS AND SERVICES, SALES, AND LEASES ISSUED BY THE CITY SHALL INCLUDE A CERTIFICATION THAT NEITHER THE CONTRACTUAL PARTY NOR ANY OF ITS PRINCIPAL OWNERS OR PERSONNEL HAVE BEEN CONVICTED OR HAVE COMMITTED ANY OF THE VIOLATIONS SET FORTH IN THE REFERENCED IFB GENERAL TERMS AND CONDITIONS SECTION 1.25.

IN THE EVENT THAT THE BIDDER IS UNABLE TO PROVIDE SUCH CERTIFICATION, BUT STILL WISHES TO BE CONSIDERED FOR AWARD OF THIS SOLICITATION, THE BIDDER SHALL FURNISH A WRITTEN EXPLANATION OF THE FACTS SUPPORTING ANY EXCEPTION TO THE REQUIREMENT FOR CERTIFICATION THAT IT CLAIMS. THE BIDDER AGREES TO FULLY COOPERATE WITH THE CITY IN ANY INVESTIGATION UNDERTAKEN BY THE CITY TO DETERMINE WHETHER THE CLAIMED EXCEPTION IS APPLICABLE.

I SOLEMNLY DECLARE, AFFIRM, AND CERTIFY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

(NAME OF COMPANY)

(SIGNATURE)

_____, PRESIDENT/CEO
(PRINTED NAME)

DATE

State of Florida)
)
County of _____)

On this, the ____ day of _____, 2023, before me personally appeared, _____, the **President/CEO** of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this instrument, and acknowledged that they executed the same for the purposes herein contained.

In witness hereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public

EXHIBIT A

IFB 1704386: CANAL CLEANING SERVICES

BID SUBMITTAL CHECKLIST

Use this checklist as a reminder to submit all required documents for this solicitation. It is the responsibility of the Bidder to thoroughly read and understand the solicitation.

- ☐ Certification Statement from IFB 1704386. Completed, signed, and submitted with the bid response.
- ☐ Certifications. Completed and submitted with the bid response. No blank spaces allowed.
- ☐ Attachment B – Reference Submittal Form, completed with three different references. All contact information must be valid. Please check with the agency/client for accurate information, prior to submitting.
- ☐ Attachment D – Subcontractors. Complete regardless of the firm will be subcontracting any services. If your firm will not be subcontracting any work, fill the space with N/A, provide your firm's name, date, name of representative, sign, and return with your bid response.
- ☐ Attachment E – Classification Type I, Federally Funded Projects Bid Price Sheet. Complete and submit this form if your firm is to be considered for Federally Funded Projects.
- ☐ Attachment F – Classification Type II, Non-Federally Funded Projects Bid Price Sheet. Complete and submit this form if your firm is to be considered for Non-Federally Funded Projects.
- ☐ Attachment H – Certification Regarding Lobbying. Must be completed, signed, and submitted with the bid response.
- ☐ Submit a copy of herbicide and sonar spraying license as issued by the State of Florida's Department of Agriculture.
- ☐ A **current**:
 - a.) Certified General Contractor License from the State of Florida Construction Industry License Board **-OR-**
 - b.) the appropriate Certificates of Competency **-OR-**
 - c.) the State Contractor's Certificates of Registration as issued by Palm Beach, Broward, Miami-Dade or Monroe County.
- ☐ Listed on Sunbiz.org as a company registered to do business in the State of Florida for at least the last five (5) consecutive **active** years at the time of bid response.
- ☐ Hold the same Federal Employer Identification Number (FEIN) for the last five (5) consecutive years.
- ☐ Attachment J – Affidavit of Responsibility. Complete, sign and notarize this form to be submitted with bid response.

Note: Failure to submit required documentation will deem your bid non-responsive.

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 2

IFB 1704386

July 5, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

A. The closing date for this solicitation has been changed to July 14, 2023 at 4:00PM.

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.

**Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department**

AP:tg

- c. Juvenal Santana, P.E., Director, Resilience and Public Works
Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 3

IFB 1704386

July 11, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

A. The following are responses to questions posed to the City:

Q1. Do federally funded projects need to be bonded via a performance bond?

A1. Yes. Federally funded projects will require a performance bond upon assignment of said federally funded project at the time of a declared emergency.

Q2. Regarding tree removal, Where are these items located and with what frequency will they be required to be carried out. Will they be done for (1) single tree/palm or will a group (x) of trees/palms be done per request?

A2. All trees/palms to be removed will be located on the canal bank. The removal will be with a "no fee" permit. The frequency will be as-needed basis. The removal will be paid per single tree/palm.

Q3. Presently all Trees/Palms are trimmed or pruned - Stumps treated, cut or grinded on an as needed basis at no additional cost other than actual work scopes/prices detailed on Items 1 through 4 of the IFB 977382 Canal Cleaning Services. Why is there a need to re-write the services already being provided?

A3. By itemizing tree/palm removal we are keeping track of the amount of trees removed/trimmed in the canal areas.

Q4. During the June 8th Commissioners meeting, one of the commissioners indicated that when he drives by to work every day, he sees dirty canals. Are there any photographs indicating such conditions? Are these canals within the existing contract? If so, which canals are they?

A4. Specific information or photos of the referenced "dirty" canals is not available. Further inspections will be conducted to identify such canal(s) and address with the canal cleaning contract or if the canal is not under City jurisdiction it will be referred to the respective maintaining agency.

Q5. For such reason, as stated by the commissioner, the approval of the contract for Solicitation # 1575386 was postponed so that additional work scopes or a need for additional contractors could be discussed between the commissioners and the company to whom the contract was to be awarded. Meetings were requested with all (5) commissioners on June 8th. Two of the commissioners arranged and set up dates for meetings, the other three never responded to our request for meetings and in the

time lapsing, the contract to be awarded was cancelled in its totality and this new IFB was urgently issued. Why?

A5. Pursuant to Miami City Code Section 18-85, *"All bid awards in excess of \$50,000.00 must be approved by the City Commission upon recommendation by the City Manager. The decision of the City Commission shall be final."* *"The City Commission or the City Manager shall have the authority to reject any or all bids or portions of bids, or to negotiate with the lowest bidder for better pricing."*

Q6. For what reason was the contract for Solicitation # 1575386 cancelled and a new IFB # 1704386 issued if the reasons mentioned by the commissioner were not indicative or pertained to the contract to be awarded?

A6. At the June 8, 2023, City Commission Meeting, the City Commission rejected bids received for IFB 1575386 for Canal Cleaning Services. The City Commission discussion regarding Agenda Item "RE.4" can be found at the following link: [June 8 Commission Meeting](#).

Q7. It was indicated during the Prebid meeting on 6/27/23 that the two lowest bidders would be selected for the contract. Are these to be the Primary Contractor and a Secondary Contractor or are the two contractors expected to carry out the scope of work simultaneously?

A7. Pursuant to Section 2.6, Method of Award, for Classification Type 2, Non-Federally Funded Projects shall be awarded to the two (2) lowest responsive and responsible Bidders who bid on all items on the price sheet. Services areas shall be assigned to the Successful Bidder(s) via work orders at the City's sole discretion, based upon the needs of the City. In the event that there is a sole responsive and responsible Bidder, the City at its sole discretion may award all services areas to the sole responsive and responsible Bidder.

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.



Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department

AP:tg

c. Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____



City of Miami

Legislation

Resolution

City Hall
3500 Pan American Drive
Miami, FL 33133
www.miamigov.com

Enactment Number: R-23-0492

File Number: 14999

Final Action Date: 11/16/2023

A RESOLUTION OF THE MIAMI CITY COMMISSION, ACCEPTING THE BIDS RECEIVED ON JULY 14, 2023, PURSUANT TO INVITATION FOR BIDS ("IFB") NO. 1704386 FOR THE PROVISION OF CANAL CLEANING SERVICES ("SERVICES") FROM TEXAS AQUATIC HARVESTING, INC., A FLORIDA PROFIT CORPORATION ("TAH"), AND AQUATIC CONTROL GROUP INC., A FLORIDA PROFIT CORPORATION ("ACG"), WITH THE SCOPE OF WORK FOR ALL FEDERALLY FUNDED PROJECTS AWARDED TO ACG, PURSUANT TO THE REQUIREMENTS FOR SUCH PROJECTS, AND THE SCOPE OF WORK FOR ALL NON-FEDERALLY FUNDED PROJECTS AWARDED TO ACG, WITH TAH AS AN ALTERNATE SHOULD THERE BE NEED FOR THE SAME IN THE CASE OF AN EMERGENCY, ON AN AS-NEEDED BASIS, FOR AN INITIAL TERM OF THREE (3) YEARS, WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS; ALLOCATING FUNDS FROM THE VARIOUS SOURCES OF FUNDS FROM THE CITY OF MIAMI ("CITY") DEPARTMENT OF RESILIENCE AND PUBLIC WORKS ("RPW"), AND SUCH OTHER SOURCES OF FUNDING, SUBJECT TO THE AVAILABILITY OF FUNDS AND BUDGETARY APPROVAL AT THE TIME OF NEED; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL OTHER DOCUMENTS, INCLUDING ANY AMENDMENTS, RENEWALS, AND EXTENSIONS, SUBJECT TO ALL ALLOCATIONS, APPROPRIATIONS, PRIOR BUDGETARY APPROVALS, COMPLIANCE WITH ALL APPLICABLE PROVISIONS OF THE CODE OF THE CITY OF MIAMI, FLORIDA, AS AMENDED ("CITY CODE"), INCLUDING THE CITY'S PROCUREMENT ORDINANCE, ANTI-DEFICIENCY ACT, AND FINANCIAL INTEGRITY PRINCIPLES, ALL AS SET FORTH IN CHAPTER 18 OF THE CITY CODE, IN FORMS ACCEPTABLE TO THE CITY ATTORNEY, AND IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS, AS MAY BE DEEMED NECESSARY FOR SAID PURPOSE.

WHEREAS, the City of Miami ("City") Department of Resilience and Public Works ("RPW") has a continued need for Canal Cleaning Services ("Services"), on an as needed basis; and

WHEREAS, on June 8, 2023, on behalf of RPW, the City's Department of Procurement ("Procurement") issued Invitation for Bids ("IFB") No. 1575386, the bid responses received were evaluated in accordance with the guidelines published in the IFB, and, subsequently, the Commission rejected the same and requested a replacement solicitation, inclusive of additional services in the scope of work and additional vendors; and

WHEREAS, on June 22, 2023, on behalf of RPW, Procurement then issued IFB No. 1704386 seeking qualified and experienced firms for the provision of the Services, under full and open competition; and

WHEREAS, IFB No. 1704386 requested bids for two (2) service group types: a Group 1 for Federally Funded Projects and a Group 2 for Non-Federally Funded Projects; and

WHEREAS, pursuant to the Procurement Code, IFB No. 1704386 was advertised and issued on-line, and, on July 14, 2023, two (2) bid responses were received and evaluated following the guidelines published in the IFB, with both bidders deemed responsive and responsible; and

WHEREAS, it is recommended that the scope of work for all Federally Funded Projects be awarded to ACG, pursuant to the requirements for such projects, and that the scope of work for all Non-Federally Funded Projects be awarded to ACG, with TAH as an alternate should there be need for the same in the case of an emergency;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

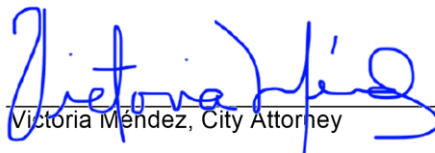
Section 2. The bids received on July 14, 2023, pursuant to IFB No. 1704386 for the provision of the Services from TAH and ACG, with the scope of work for all Federally Funded Projects awarded to ACG, pursuant to the requirements for such projects, and the scope of work for all Non-Federally Funded Projects awarded to ACG, with TAH as an alternate should there be need for the same in the case of an emergency, on an as needed basis, for an initial term of three (3) years, with the option to renew for two (2) additional two (2) year periods, are hereby accepted.

Section 3. Funding shall be allocated from the various sources of funds from RPW, and such other sources of funding, subject to the availability of funds and budgetary approval at the time of need.

Section 4. The City Manager is hereby authorized¹ to negotiate and execute any and all other documents, including any amendments, renewals, and extensions, subject to all allocations, appropriations, prior budgetary approvals, compliance with all applicable provisions of the Code of the City of Miami, Florida, as amended ("City Code"), including the City's Procurement Ordinance, Anti-Deficiency Act, and Financial Integrity Principles, all as set forth in Chapter 18 of the City Code, in forms acceptable to the City Attorney, and in compliance with all applicable laws, rules, and regulations, as may be deemed necessary for said purpose.

Section 5. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND CORRECTNESS:


Victoria Mendez, City Attorney 11/6/2023

Pursuant to the resolution, this item became effective immediately upon adoption by the Commission.

¹ The herein authorization is further subject to compliance with all legal requirements that may be imposed, including but not limited to those prescribed by applicable City Charter and City Code provisions.

Chair King: And we are now at CA.3, Vice Chair.

Vice Chair Carollo: Mr. Manager, have you found some language that would be more appropriate or makes more sense?

Arthur Noriega (City Manager): So, we're going to proffer a compromise, which I think might give some comfort to your concern. So, the idea would be, since we've already addressed the federal contract and the requirement we have there that requires us to have a sole one lowest responsive bidder, the idea is for the other scope of work to award it to the low bidder and have the second bidder as an alternate should we ever have the need for additional work in an emergency situation or hurricane or whatever. We have that second vendor as an alternate, but the primary vendor would be -- would handle the majority of the work.

Vice Chair Carollo: I think that's the appropriate way that we should have handled this from the start. That is fine.

Commissioner Reyes: Do we have the vote on it?

Chair King: Yes. Do I have a motion?

Vice Chair Carollo: Hold on, hold on, hold on. He needed to speak.

Chair King: No, he already spoke during public comment.

Commissioner Reyes: He did.

Vice Chair Carollo: Okay, I wasn't aware.

Antonio Canton: But I'd like to make another comment because I was cut short.

Chair King: Public -- well, public comment --

Mr. Canton: You told -- you asked --

Chair King: Public comment period is over, and you had your two minutes to speak. You were going over the two minutes.

Mr. Canton: Well, you told me I could speak again.

Chair King: No, I didn't.

Mr. Canton: Yes, you did.

Chair King: No, I didn't.

Mr. Canton: Look in your minutes, because I do have facts about the present contract to present and clear up statements that Mr. Carollo mentioned earlier.

Chair King: Right, it's not a debate. You --

Mr. Canton: No, no.

Chair King: But you have -- Todd.

Mr. Canton: Can you give me one minute?

Chair King: Sir. Todd, did he speak his two minutes? Did I say I was going to give him more time to speak? I did not because I don't do that. So, I will leave it up to the body if you guys would like to hear from him, but he had his two minutes during public comment and --

Commissioner Reyes: We've set a precedent if you allow --

Chair King: Right, which --

Commissioner Reyes: -- him to do that, everybody is going to --

Chair King: Right, so I think we have enough information for us to make a decision. Thank you.

Mr. Canton: Well, we were referred to as a Texan company, and we have been a local company for the last 17 years.

Unidentified Speaker: Sir, have a seat.

Mr. Canton: Thank you.

Commissioner Reyes: Okay. You move it?

Vice Chair Carollo: He put that on the record.

Commissioner Reyes: Okay.

Chair King: Madam City Attorney, do you need to tell us something?

Victoria Méndez (City Attorney): I'm asking a question with regard to this amendment.

Chair King: Madam City Attorney, does this relate to CA.3, what you're trying to do? Okay.

Ms. Méndez: Okay, that's fine.

Chair King: It's fine? So, I have a motion and a second for CA.3, as amended. All in favor?

The Commission (Collectively): Aye.

Chair King: Motion carries unanimously.

City of Miami

CONTRACT AWARD

Procurement Department

IFB NO.: 1704386(31)
DESCRIPTION: CANAL CLEANING SERVICES
TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS
CONTRACT PERIOD: FEBRUARY 20, 2024 THROUGH FEBRUARY 19, 2027

SECTION #1 – VENDOR AWARD

Non-Federal Funded Projects (Primary)

Aquatic Control Group Inc.
2343 NW 7th Ave.
Miami, FL 33127
Contact: Janet Muriedas
Phone: (305) 546-4423
Email: aquaticplantmgt@gmail.com

Non-Federal Funded Projects (Secondary)

Texas Aquatic Harvesting, Inc.
PO Box 4034
Lake Wales, FL 33859
Contact: James Vaughan
Phone: (863) 696-7200
Email: texasaquatic@aol.com

Federal Funded Projects

Aquatic Control Group Inc.
2343 NW 7th Ave.
Miami, FL 33127
Contact: Janet Muriedas
Phone: (305) 546-4423
Email: aquaticplantmgt@gmail.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: NOVEMBER 16, 2023
RESOLUTION NO: **23-0492**
FILE ID: 14999
ANNUAL CONTRACT AMOUNT: N/A

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Notes: CONTRACT PERIOD: FEBRUARY 20, 2024 THROUGH FEBRUARY 19, 2027

SECTION #3 – REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Contract Administrator: Clara Sidan
Phone: (305) 416-1050

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray
Phone: (305) 416-19

Prepared By: Aimee Gandarilla, 2/20/2024

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE SUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
WWW.MIAMIGOV.COM/PROCUREMENT

IFB 1704386 Canal Cleaning Services

Attachment E - Classification 1 - Federally Funded Projects Price Sheet

ITEM #	DESCRIPTION	QTY	UNIT	Aquatic Control Group		Texas Aquatic Harvesting	
				UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,300.00	\$27,600.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,800.00	\$33,600.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00	\$1,800.00	\$7,200.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$2,500.00	\$15,000.00	\$2,812.00	\$16,872.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$2,300.00	\$27,600.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$1,100.00	\$13,200.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$1,000.00	\$6,000.00	\$1,537.00	\$9,222.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$2,050.00	\$24,600.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$750.00	\$3,000.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00	\$5,000.00	\$60,000.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00	\$6,000.00	\$72,000.00
18	Comfort Canal- spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$4,000.00	\$16,000.00	\$4,350.00	\$17,400.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH	\$4,500.00	\$27,000.00	\$5,600.00	\$33,600.00
20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$1,000.00	\$16,000.00	\$1,500.00	\$24,000.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$500.00	\$2,000.00

24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$500.00	\$8,000.00	\$750.00	\$12,000.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$100.00	\$400.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$375.00	\$4,500.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$200.00	\$2,400.00	\$50.00	\$600.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$600.00	\$7,200.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00	\$50.00	\$600.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$550.00	\$6,600.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$400.00	\$1,600.00
40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,050.00	\$24,600.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,000.00	\$12,000.00	\$1,500.00	\$18,000.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00

44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00	\$250.00	\$3,000.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$200.00	\$800.00
50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY	\$250.00	\$1,000.00	\$202.00	\$808.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$250.00	\$500.00	\$150.00	\$300.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$650.00	\$7,800.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$1,750.00	\$7,000.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$450.00	\$5,400.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$50.00	\$200.00
59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$1,000.00	\$12,000.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00	\$650.00	\$2,600.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00

63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$1,000.00	\$12,000.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00	\$650.00	\$2,600.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$500.00	\$6,000.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$500.00	\$2,000.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,300.00	\$27,600.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$2,000.00	\$8,000.00	\$2,254.00	\$9,016.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$1,900.00	\$22,800.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,500.00	\$6,000.00	\$1,862.00	\$7,448.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH	\$400.00	\$400.00	\$1,700.00	\$1,700.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH	\$400.00	\$400.00	\$400.00	\$400.00
81	Removal of Litter at any outfall or Bay areas - removal by hand of litter buried at outfall ends in the waterway bottom of the shore and at 30 feet of the shoreline.	1	TON	\$400.00	\$400.00	\$600.00	\$600.00
82	Removal and disposal of dead animals; removal and disposal of fish due to a fish kill or a pollution event.	1	TON	\$400.00	\$400.00	\$1.00	\$1.00
83	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, up to 7" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$500.00	\$500.00	\$400.00	\$400.00
84	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 8" to 20" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$600.00	\$600.00	\$700.00	\$700.00
85	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 21" to 35" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$900.00	\$900.00	\$800.00	\$800.00
86	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, more than 36" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
87	Shade Tree and Stump Removal 0'-15' overall height	1	EACH	\$1,300.00	\$1,300.00	\$362.50	\$362.50
88	Shade Tree and Stump Removal 15'-40' overall height	1	EACH	\$1,400.00	\$1,400.00	\$387.50	\$387.50
89	Shade Tree and Stump Removal 41'-60+ overall height	1	EACH	\$1,500.00	\$1,500.00	\$387.50	\$387.50
90	Palm Tree and Stump Removal 0'-15' overall height	1	EACH	\$1,300.00	\$1,300.00	\$362.50	\$362.50
91	Palm Tree and Stump Removal 16'-40' overall height	1	EACH	\$1,400.00	\$1,400.00	\$387.50	\$387.50
92	Palm Tree and Stump Removal 41'-60+ overall height	1	EACH	\$1,500.00	\$1,500.00	\$387.50	\$387.50
93	Shade Tree Pruning 0'-15' overall height	1	EACH	\$400.00	\$400.00	\$362.50	\$362.50
94	Shade Tree Pruning 16'-40' overall height	1	EACH	\$500.00	\$500.00	\$387.50	\$387.50
95	Shade Tree Pruning 41'-60+ overall height	1	EACH	\$600.00	\$600.00	\$387.50	\$387.50
96	Palm Tree Pruning 0'-15' overall height	1	EACH	\$400.00	\$400.00	\$362.50	\$362.50
97	Palm Tree Pruning 16'-40' overall height	1	EACH	\$500.00	\$500.00	\$387.00	\$387.00
98	Palm Tree Pruning 41'-60+ overall height	1	EACH	\$600.00	\$600.00	\$387.50	\$387.50
99	SPECIAL PROVISION = Contingency Allowance				\$100,000.00		\$100,000.00
				TOTAL:	\$719,100.00		\$828,716.50

IFB 1704386 Canal Cleaning Services

Attachment F - Classification 2 - Non-Federally Funded Projects Price Sheet

ITEM #	DESCRIPTION	QTY	UNIT	Aquatic Control Group		Texas Aquatic Harvesting	
				UNIT PRICE	TOTAL ITEM COST	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,300.00	\$27,600.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,800.00	\$33,600.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00	\$1,800.00	\$7,200.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$2,500.00	\$15,000.00	\$2,812.00	\$16,872.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$2,300.00	\$27,600.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$1,100.00	\$13,200.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00	\$1,100.00	\$4,400.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$1,000.00	\$6,000.00	\$1,537.00	\$9,222.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$2,050.00	\$24,600.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$750.00	\$3,000.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00	\$5,000.00	\$60,000.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00	\$6,000.00	\$72,000.00
18	Comfort Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$4,000.00	\$16,000.00	\$4,350.00	\$17,400.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH	\$4,500.00	\$27,000.00	\$5,600.00	\$33,600.00

20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$3,000.00	\$6,000.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$1,000.00	\$16,000.00	\$1,500.00	\$24,000.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$500.00	\$2,000.00
24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$500.00	\$8,000.00	\$750.00	\$12,000.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$100.00	\$400.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$375.00	\$4,500.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$200.00	\$2,400.00	\$50.00	\$600.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$600.00	\$7,200.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00	\$50.00	\$600.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$550.00	\$6,600.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$400.00	\$1,600.00

40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,050.00	\$24,600.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,000.00	\$12,000.00	\$1,500.00	\$18,000.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00	\$1,300.00	\$2,600.00
44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$2,750.00	\$5,500.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00	\$250.00	\$3,000.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$200.00	\$800.00
50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY	\$250.00	\$1,000.00	\$202.00	\$808.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$250.00	\$500.00	\$150.00	\$300.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH	\$6,000.00	\$12,000.00	\$8,000.00	\$16,000.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$650.00	\$7,800.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$1,750.00	\$7,000.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$450.00	\$5,400.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00	\$50.00	\$200.00

59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$1,000.00	\$12,000.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00	\$650.00	\$2,600.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00	\$1,000.00	\$12,000.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00	\$650.00	\$2,600.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00	\$1,750.00	\$3,500.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00	\$500.00	\$6,000.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00	\$500.00	\$2,000.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00	\$2,300.00	\$27,600.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$2,000.00	\$8,000.00	\$2,254.00	\$9,016.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00	\$1,750.00	\$3,500.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00	\$1,900.00	\$22,800.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,500.00	\$6,000.00	\$1,862.00	\$7,448.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00	\$750.00	\$1,500.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH	\$400.00	\$400.00	\$1,700.00	\$1,700.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH	\$400.00	\$400.00	\$400.00	\$400.00
81	Removal of Litter at any outfall or Bay areas - removal by hand of litter buried at outfall ends in the waterway bottom of the shore and at 30 feet of the shoreline.	1	TON	\$400.00	\$400.00	\$600.00	\$600.00
82	Removal and disposal of dead animals; removal and disposal of fish due to a fish kill or a pollution event.	1	TON	\$400.00	\$400.00	\$1.00	\$1.00
83	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, up to 7" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$300.00	\$300.00	\$400.00	\$400.00
84	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 8" to 20" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$600.00	\$600.00	\$700.00	\$700.00
85	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 21" to 35" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$900.00	\$900.00	\$800.00	\$800.00
86	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, more than 36" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
87	Shade Tree and Stump Removal 0'-15' overall height	1	EACH	\$300.00	\$300.00	\$362.50	\$362.50
88	Shade Tree and Stump Removal 15'-40' overall height	1	EACH	\$400.00	\$400.00	\$387.50	\$387.50
89	Shade Tree and Stump Removal 41'-60+ overall height	1	EACH	\$500.00	\$500.00	\$387.50	\$387.50
90	Palm Tree and Stump Removal 0'-15' overall height	1	EACH	\$300.00	\$300.00	\$362.50	\$362.50
91	Palm Tree and Stump Removal 16'-40' overall height	1	EACH	\$400.00	\$400.00	\$387.50	\$387.50
92	Palm Tree and Stump Removal 41'-60+ overall height	1	EACH	\$500.00	\$500.00	\$387.50	\$387.50
93	Shade Tree Pruning 0'-15' overall height	1	EACH	\$300.00	\$300.00	\$362.50	\$362.50
94	Shade Tree Pruning 16'-40' overall height	1	EACH	\$500.00	\$500.00	\$387.50	\$387.50
95	Shade Tree Pruning 41'-60+ overall height	1	EACH	\$600.00	\$600.00	\$387.50	\$387.50
96	Palm Tree Pruning 0'-15' overall height	1	EACH	\$300.00	\$300.00	\$362.50	\$362.50
97	Palm Tree Pruning 16'-40' overall height	1	EACH	\$400.00	\$400.00	\$387.50	\$387.50
98	Palm Tree Pruning 41'-60+ overall height	1	EACH	\$500.00	\$500.00	\$387.50	\$387.50
99	SPECIAL PROVISION = Contingency Allowance				\$100,000.00		\$100,000.00
				TOTAL	\$ 712,500.00		\$ 828,717.00

City of Miami

CONTRACT AWARD

Procurement Department

AMENDMENT NO. 1

IFB NO.: 1704386(31)
DESCRIPTION: CANAL CLEANING SERVICES
TERM OF CONTRACT: THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL TWO (2) YEAR PERIODS
CONTRACT PERIOD: FEBRUARY 20, 2024 THROUGH FEBRUARY 19, 2027

SECTION #1 – VENDOR AWARD

Non-Federal Funded Projects (Primary)

Aquatic Control Group Inc.
2343 NW 7th Ave.
Miami, FL 33127
Contact: Janet Muriedas
Phone: (305) 546-4423
Email: aquaticplantmgt@gmail.com

Non-Federal Funded Projects (Secondary)

Texas Aquatic Harvesting, Inc.
PO Box 4034
Lake Wales, FL 33859
Contact: James Vaughan
Phone: (863) 696-7200
Email: texasaquatic@aol.com

Federal Funded Projects

Aquatic Control Group Inc.
2343 NW 7th Ave.
Miami, FL 33127
Contact: Janet Muriedas
Phone: (305) 546-4423
Email: aquaticplantmgt@gmail.com

SECTION #2 – AWARD/BACKGROUND INFORMATION/APPLICABLE ORDINANCES/NOTES

C.C. AWARD DATE: NOVEMBER 16, 2023
RESOLUTION NO: **23-0492**
FILE ID: 14999
ANNUAL CONTRACT AMOUNT: N/A

AMENDED AMOUNT: N/A
INSURANCE REQUIREMENTS: YES
PERFORMANCE BOND: N/A
APPLICABLE ORDINANCES: N/A

Notes:

Pursuant to Section 2.29, Additions/Deletion of Services/Items/Locations/Suppliers:

"Although this Solicitation identifies specific services/items/locations/suppliers, it is hereby agreed and understood that any services/items/locations/suppliers may be added/deleted to/from this Contract at the option of the City. When an additional service/item/location to the Contract is required, the Successful Bidder(s) shall be invited to submit price quotes for these new product(s). If prices are not competitive or not carried, the City maintains the right to add additional suppliers to the Contract to carry those items required. If these quotes are comparable with market prices offered for similar location/products/items/services, they shall be added to the Contract, whichever is in the best interest of the City, and an addendum and/or a separate purchase order shall be issued by the City. When additional suppliers are needed to provide originally contracted services/items/products, the City reserves the right to request quotes from the market and amend the contract to include the new suppliers."

Parks has requested the deletion of Fern Park from the Contract as no services are needed at that location.

SECTION #3 – REQUESTING DEPARTMENT

CITY OF MIAMI, DEPARTMENT OF RESILIENCE AND PUBLIC WORKS
Contract Administrator: Clara Sidan
Phone: (305) 416-1050

SECTION #4 - PROCURING AGENCY

CITY OF MIAMI, DEPARTMENT OF PROCUREMENT
Buyer: Tahlia Gray

Phone: (305) 416-19

Prepared By: Aimee Gandarilla, 5/7/2024

A CONTRACT AWARD SHEET INSTRUCTIONAL GUIDE TO ASSIST YOU WITH THE INFORMATION
CONTAINED HEREIN IS AVAILABLE IN THE ISUPPLIER INFORMATION SECTION OF OUR WEBPAGE AT:
WWW.MIAMIGOV.COM/PROCUREMENT



**CITY OF MIAMI, FLORIDA
INTER-OFFICE MEMORANDUM**

TO: Arthur Noriega V
City Manager

DATE: May 2, 2023

FILE:

FROM:  Annie Perez, CPPO, Director
Department of Procurement

SUBJECT: Deletion of Location - Canal
Cleaning Services

REFERENCES: Contract No. 1704386

ENCLOSURES:

Pursuant to Resolution No. 23-0492, adopted November 16, 2023, the City Commission authorized the award of IFB No. 1704386 for the procurement of canal cleaning services for the Department of Resilience and Public Works ("RPW") and the Department of Parks and Recreation ("Parks"). Pursuant to Section 2.29, Additions/Deletion of Services/Items/Locations/Suppliers:

"Although this Solicitation identifies specific services/items/locations/suppliers, it is hereby agreed and understood that any services/items/locations/suppliers may be added/deleted to/from this Contract at the option of the City. When an additional service/item/location to the Contract is required, the Successful Bidder(s) shall be invited to submit price quotes for these new product(s). If prices are not competitive or not carried, the City maintains the right to add additional suppliers to the Contract to carry those items required. If these quotes are comparable with market prices offered for similar location/products/items/services, they shall be added to the Contract, whichever is in the best interest of the City, and an addendum and/or a separate purchase order shall be issued by the City. When additional suppliers are needed to provide originally contracted services/items/products, the City reserves the right to request quotes from the market and amend the contract to include the new suppliers."

Parks has requested the deletion of Fern Park from the Contract as no services are needed at that location. Amendment No. 1 to Contract No. 1704386 for the deletion of services at Fern Park is required. Your signature below will indicate approval of this deletion.

Approved: 
Arthur Noriega V, City Manager

Date: May 7, 2024 | 12:42:35 EDT

c: Natasha Colebrook-Williams, Deputy City Manager
Barbara Hernandez, Chief of Operations/Assistant City Manager
Asael Ace Marrero, RA, RID, AIA, ICC, Chief of Infrastructure/Assistant City Manager
Larry Spring, CPA, CFO/Assistant City Manager
Juvenal Santana, P.E., CFM, Director, RPW
Chris Evans, Director, Parks
Yadissa Calderon, CPPB, NIGP-CPP Assistant Director, Procurement



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFB Number:	1704386
Title:	Invitation for Bid for Canal Cleaning Services
Issue Date/Time:	June 22, 2023
IFB Closing Date/Time:	July 10, 2023 @ 4:00PM
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	June 27, 2023 @ 11:30AM
Pre-Bid/Pre-Proposal Location:	VIRTUAL
Deadline for Request for Clarification:	July 3, 2023 @ 2:00PM
Contracting Officer:	TAHLIA GRAY
Hard Copy Submittal Location:	NO HARDCOPIES SUBMITTALS ALLOWED
Contracting Officer E-Mail Address:	TGRAY@MIAMIGOV.COM
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: Aquatic Control Group Inc.

ADDRESS: 1501 NW 37 Street, Miami FL 33142

PHONE: 305-546-4423 FAX: _____

EMAIL: aquaticplantmgt@gmail.com CELL(Optional): _____

SIGNED BY: 

TITLE: President DATE: 06/25/2023

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Aquatic Control Group Inc.

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

Corporation

Year Established:

03/2011

Office Location: City of Miami, Miami-Dade County, or Other

1501 NW 37 Street, Miami FL 33142

Business Tax Receipt/Occupational License Number:

City of Miami Lisc# 152764

Business Tax Receipt/Occupational License Issuing Agency:

City of Miami

Business Tax Receipt/Occupational License Expiration Date:

Sept 30,2023

Federal Employee Identification Number (FEIN):

FID# 82-1946936

Will Subcontractor(s) be used? (Yes or No) If yes, complete Attachment D - Subcontractors and submit with your bid response.

Yes

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e., Addendum No. 1, 1/10/20). If no addendum/addenda was/were issued, please insert N/A.

Addendum #1 June 23,2023 Addendum #2 July 6, 2023 Addendum #3 July 11 2023

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is attached to this solicitation as Attachment G - Local Office Certification.)

Yes

IMPORTANT NOTICE TO BIDDERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATIONS SECTION WILL RENDER YOUR BID NON-RESPONSIVE.
- FAILURE TO COMPLETE AND UPLOAD ANY REQUIRED DOCUMENTS WILL RENDER YOUR SUBMISSION AS NON-RESPONSIVE
- IF ANY DOCUMENT IS TOO LARGE FOR UPLOADING, SPLIT THE DOCUMENT INTO MULTIPLE FILES, NAME THE FILES APPROPRIATELY AND UPLOAD INTO PERISCOPE.
- CONTACT PERISCOPE VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, OR EMAIL S2G-SUPPORT@PERISCOPEHOLDINGS.COM, FOR PERISCOPE TECHNICAL DIFFICULTIES AND PROBLEMS.

General Terms and Conditions

1.0 GENERAL TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB) -

References to goods only apply insofar as they are applicable to "Goods" as defined in Section 18-73 of the City Code. References to "Professional and Personal Services" are as defined in Section 18-73 of the City Code.

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A Formal Solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami (City) Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1 ACCEPTANCE OF GOODS - Any good(s) delivered under this Formal Solicitation, if applicable, shall remain the property of the Bidder until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Successful Bidder(s)/Contractor and return the product to the Successful Bidder(s)/Contractor at the Successful Bidder(s)/Contractor's expense.

1.2 ACCEPTANCE OF OFFER - The signed or electronic submission of a Bidder's response shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

1.3 ACCEPTANCE/REJECTION - The City reserves the right to accept, reject any or all, or portion of responses after opening/closing date, and request re-issuance on the goods/services described in the Formal Solicitation. In the event of a rejection, the Director of Procurement shall notify all affected Bidders and provide a written explanation for such rejection. The City also reserves the right to reject the Response of any Bidder which has previously failed to properly perform under the Terms and Conditions of a City Contract, to deliver on time contracts of a similar nature, and which is not capable to perform the requirements defined in this Formal Solicitation. The foregoing is not an all-inclusive list of reasons for which a response may be rejected. The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its sole discretion, re-issue the Formal Solicitation.

Type text here

1.4 ADDENDA - It is the Bidder's responsibility to ensure receipt of all Addenda. Responses to questions/inquiries from prospective Bidders will be provided in the form of an Addendum. Addenda are available on the Periscope Procurement Solutions Platform ("Periscope") only.

1.5 ALTERNATE RESPONSES -Alternate responses will not be considered, unless specifically requested by the City.

1.6 ASSIGNMENT - Successful Bidder(s)/Contractor agrees not to subcontract, assign, transfer, convey,

sublet, pledge, encumber, or otherwise dispose of the resulting Contract, in whole or in part, or any or all of its rights, title or interest herein, without the City's prior written consent.

1.7 ATTORNEY'S FEES - In connection with any litigation, appellate, administrative, mediation, and/or arbitration arising out of the resulting Contract, each party shall bear their own attorney's fees through and including, appellate litigation and any post-judgment proceedings.

1.8 AUDIT RIGHTS AND RECORDS RETENTION -The Successful Bidder(s)/Contractor agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Successful Bidder(s)/Contractor which are directly pertinent to this Formal Solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder(s)/Contractor shall maintain and retain any and all of the books, documents, papers, and records pertinent to the resulting Contract for three (3) years after the City makes final payment and all other pending matters are closed. Successful Bidder(s)'s/Contractor's failure to, or refusal to comply with this condition, shall result in the immediate cancellation of this Contract by the City. The Audit Rights set forth in Section 18-102 of the City Code apply as supplemental terms and are deemed as being incorporated by reference herein.

1.9 AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

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

1.10 AWARD OF CONTRACT -

- A. The Formal Solicitation, any addenda issued, the Bidder's response, and the Purchase Order shall constitute the entire Contract, unless modified in accordance with any ensuing Contract, or amendment.
- B. The award of a Contract, where there are Tie Bids, the tie breaker will be decided by the Director of Procurement or designee, in the instance that Tie Bids cannot be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C. The award of this Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications/Scope of Work. Bidder may be found non-responsive if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is found non-responsive, the City, through action taken by the Department of Procurement, will void its acceptance of the Bidder's Response and may accept the Response from the next lowest responsive, responsible Bidder most advantageous to the City or may re-solicit for the goods/services. The City, at its sole discretion, may seek monetary restitution from Bidder and/or its bid bond or guaranty, and/or similar security, if applicable, as a result of damages or increased costs

sustained as a result of the Bidder's failure to satisfy the City's requirements.

- D. The term of the Contract shall be specified in one of three documents which shall be issued to the Successful Bidder(s). These documents may either be, a Purchase Order, Notice of Award, and/or Contract Award Sheet.
- E. The City reserves the right to automatically extend this Contract for up to one hundred eighty (180) calendar days beyond the stated Contract term, in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right to extend is exercised, the City shall notify the Successful Bidder(s)/Contractor, in writing, of its intent to extend the Contract in accordance with the existing terms and conditions for a specified number of days. Additional extensions beyond the first one hundred eighty (180) day extension may occur, if, the City and the Successful Bidder(s)/Contractor are in mutual agreement of such extensions.
- F. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.
- G. The City reserves the right to award the Contract on a split-order, lump sum, individual-item basis, or such method of award in the best interest of the City, unless otherwise specified.
- H. A Contract may be awarded to the Successful Bidder(s)/Contractor by the City Commission based upon the minimum qualification requirements reflected herein.

1.11 BID BOND/ BID SECURITY - A cashier's or certified check issued by a bank authorized to transact banking business in Florida, or a Bid Bond/Bid Security signed by a surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount as specified in the bid, is required from all Bidders, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder will accept the Contract, as bid, if it is awarded to Bidder. Bidder shall forfeit bid deposit to the City, should City award Contract to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unSuccessful Bidder(s)s within ten (10) days after the award and Successful Bidder(s)'s acceptance of award. If one hundred eighty (180) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12 BID SECURITY FORFEITED LIQUIDATED DAMAGES -Failure to execute a Contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Bond/Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained which cannot be determined at the time of award. Award may then be made to the next lowest responsive and responsible Bidder, or all Bid responses may be rejected.

1.13 BID RESPONSE FORM - All required forms in the Formal Solicitation should be completed, signed, and submitted accordingly as specified to in the Formal Solicitation. Digital signatures may only be utilized if expressly permitted in the solicitation.

1.14 BRAND NAMES - If, and wherever in the specifications, brand names, makes, models, names of any manufacturers, trade names, or Bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the City does

not desire to rule out other competitors' brands or makes, the phrase "APPROVED EQUAL" is added. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive or exclusive. The Bidder shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following: Equal in every important attribute, to include industry quality measurable standard, quality of product, accessibility of distribution, durability/reliability/dependability and warranty coverage, and the delivery schedule.

When bidding an "APPROVED EQUAL", Bidders shall submit, with their response, complete sets of necessary data (e.g., factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The Bidder shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The City shall be the sole judge of equality and its decision shall be final. The City shall determine in its sole discretion, subject to the concurrence of the Project Manager whether goods are acceptable as an equivalent. Unless otherwise specified, evidence in the form of samples may be requested, if the proposed brand is other than specified by the City. Such samples are to be furnished after Formal Solicitation opening/closing, upon request of the City. If samples are requested by the City, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

When "NO SUBSTITUTION" is used in conjunction with a manufacturer's name, brand name, and/or model number, that named item is the only item that will be accepted by the City in that particular instance.

1.15 CANCELLATION -The City reserves the right to cancel this Formal Solicitation, before its opening/closing. In the event of cancellation, the Director of Procurement shall notify all prospective Bidders and provide a written explanation for the cancellation. There shall be no recourse against the City for a cancellation made in accordance with this Section.

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

1.17 CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder, any subcontractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction, or other legal or equitable proceedings, or on account of any delay for any cause over which the City has no control.

1.18 COLLUSION - Bidder, by submitting a response, certifies that its response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Bid for the same goods/services, or with the City of Miami's Procurement Department or initiating department. The Bidder certifies that its response is fair, without control, collusion, fraud, or other illegal action. Bidder certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

1.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Successful Bidder(s)/Contractor understands that contracts between private entities and local governments are subject to certain laws, codes, and regulations, including laws pertaining to public records, sunshine (open meetings), conflict of interest, ethics records keeping, etc. City and Successful Bidder(s)/Contractor agree to comply with and observe all applicable laws, codes, regulations, and ordinances, and to secure all applicable public approvals and/or consents, of any governmental agency and/or owner of intellectual property rights as that may in any way affect the goods or services offered, including, but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance, City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.70 to 218.79, the Prompt Payment Act.

Lack of knowledge by the Successful Bidder(s)/Contractor will in no way be a cause for relief from responsibility. Non-compliance with all applicable local, State, and Federal directives, orders, codes, rules, regulations, and laws may be considered grounds for termination of Contract at the option of the City Manager.

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

1.20 CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each Formal Solicitation once advertised and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Formal Solicitations for the provision of goods and services for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding Formal Solicitations between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff

including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs.

The provision does not apply to, among other communications: oral communications with the City Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the Formal Solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-bid conferences, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable Formal Solicitation documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular Formal Solicitation by City Procurement staff.

Bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk's Office, which shall be made available to any person upon request. Written communications may be in the form of an e-mail, or fax with a copy to the City Clerk's Office being required.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any award voidable. A violation by a particular Bidder, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami Dade County Commission on Ethics.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk's Office at 305-250-5360 or clerks@miamigov.com, to obtain a copy of same.

1.21 CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Government in the Sunshine (public Meetings) Act and Public Records Act. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22 CONFLICT OF INTEREST - Bidders, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, Bidder shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in Bidder's firm.

- A. Bidder further agrees not to use or attempt to use any knowledge, property, or resource which may be within his/her trust, or perform his/her duties, to secure a special privilege, benefit, or exemption for himself/herself, or others. Bidder may not disclose or use information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal, or benefit, or for the personal gain, or benefit of any other person, or business entity.
- B. Bidder hereby acknowledges that he/she has not contracted or transacted any business with the City or

any person, or agency acting for the City, and has not appeared in representation of any third party before any board, Commission, or agency of the City within the past two years. Bidder further warrants that he/she is not related, specifically the spouse, son, daughter, parent, brother, or sister, to: (i) any member of the Commission; (ii) the Mayor; (iii) any City employee; or (iv) any member of any board or agency of the City.

- C. A violation of this section may subject the Bidder to immediate termination of any contract with the City, and 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.

1.23 COPYRIGHT OR PATENT RIGHTS - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Formal Solicitation, and Bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24 COST INCURRED BY BIDDER - All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be borne by the Bidder.

1.25 DEBARMENT AND SUSPENSIONS (SECTION 18-107) -

- A. **Authority and requirement to debar/suspend.** After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of City Contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of City Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar/suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.
- B. **Causes for debarment/suspension.** Causes for debarment or suspension include the following:
1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 3. Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
 4. Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a

party shall not be considered a basis for debarment/suspension.

5. Debarment/suspension of the Contractual Party by any federal, state or other governmental entity.
 6. False certification pursuant to paragraph C below.
 7. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
 8. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 9. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.
- C. **Certification.** All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).
- D. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26 DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response for a solicitation to provide goods or services to a public entity; may not submit a Response to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.27 DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Successful Bidder(s)/Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated.

Upon default by the Successful Bidder(s)/Contractor to meet any terms of a Contract, the City will notify the Successful Bidder(s)/Contractor of the default and will provide the Successful Bidder(s)/Contractor three (3) days (weekends and holidays excluded) upon notification, by the City, to remedy the default. Failure by the Successful Bidder(s)/Contractor to correct the default within the required three (3) days, shall result in the Contract being terminated upon the City notifying in writing the Successful Bidder(s)/Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract, and/or within the time required, or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.

- C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder(s)/Contractor incapable of performing the work in accordance with, and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default, or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due, or which may become due on this Contract to the Successful Bidder(s)/Contractor.

1.28 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

- A. Responsive Bid is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.
- B. Determination of Responsibility. A Responsible Bidder shall mean a Bidder who has submitted a Bid and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.
 - 1. Bids will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.
 - 2. The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity, in making the award.
 - 3. The City may require the Bidder(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29 DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount prices offered in the Response shall be fixed after the award of a Contract by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts, off the original prices quoted in the Response, will be accepted from Successful Bidder(s)/Contractor during the term of the Contract. Such discounts shall remain in effect for a minimum of one hundred and eighty (180) days from approval by the City Commission. Any discounts offered by a manufacturer to Successful Bidder(s)/Contractor will be passed on to the City.

1.30 DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or omissions in the Formal Solicitation, or Addenda (as applicable), should be reported in writing to the City's Procurement Department. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will become part of the Purchase Order (Contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

- A. Order of Precedence. Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
1. Addenda (if applicable)
 2. Specifications
 3. Special Conditions
 4. General Terms and Conditions

1.31 EMERGENCY/DISASTER PERFORMANCE -In the event of a natural disaster or other emergency, or disaster situation, the Successful Bidder(s)/Contractor shall provide the City with the commodities/services defined within the scope of this Formal Solicitation at the price contained within Bidder's response. Further, Successful Bidder(s)/Contractor shall deliver/perform for the City on a priority basis during such times of emergency.

1.32 ENTIRE BID CONTRACT -The Bid Contract consists of any amendments to the Bid Contract, the Formal Solicitation, including any addenda, Bidder's Response and any written agreement entered into by the City of Miami and Successful Bidder(s)/Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding, and representations, if any, made by and between the parties. To the extent that the Bid Contract conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Bid, the Formal Solicitation, including any addenda, and then the Bid shall control. This Contract may be amended only in writing by the City through the City Manager.

1.33 ESTIMATED QUANTITIES - Estimated quantities or dollars are provided for the Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage during a previous contract period and (b) the City may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this Contract. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The City is not obligated to place an order for any given amount subsequent to the award of the Contract. Said estimates may be used by the City for purposes of determining the low Bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid or at lower prices in this Formal Solicitation.

1.34 EVALUATION OF RESPONSES –

A. Rejection of Bids. The City may reject a Bid for any of the following reasons:

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

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

B. Elimination from Consideration.

1. A Bid Contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
2. A Bid Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or failed to deliver on time, under contracts of a similar nature.
3. A Bid contract may not be awarded to any person or firm who has been debarred by the City, in accordance with the City's Debarment and Suspension Ordinance (Section 18-107), or is currently debarred by the State of Florida or any political subdivision, or is on the convicted vendor's list per Section 287.133, Florida Statutes.

1.35 EXCEPTIONS TO GENERAL TERMS AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed in the Bid and shall reference the applicable section. Any exceptions to the General Terms and/or Special Conditions shall be cause for a Bid to be considered non-responsive.

1.36 FREIGHT ON BOARD (F.O.B) DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of Bid.

1.37 FIRM PRICES - The Bidder warrants that prices, terms, and conditions quoted in its Bid will be firm throughout the duration of the Bid Contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance, or resulting purchase orders, or Bid Contracts.

1.38 FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

- A. **Florida Minimum Wage.** In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Bidder(s)'s/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States

Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Bidder's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Bidder must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Bidder(s)'s/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request, and the Successful Bidder(s)/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

- B. **City of Miami Living Wage Ordinance.** The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017, by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Section 18-557 of the City Code for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39 GOVERNING LAW AND VENUE - The validity and effect of any Bid Contract as a result of this Formal Solicitation shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of the Bid Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40 HEADINGS AND TERMS - The headings to the various paragraphs of the Bid Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way, the expressed terms and conditions hereof.

1.41 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person, firm, or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI), and/or Protected Health Information (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the City of Miami Privacy Standards. HIPAA mandates for privacy, security, and electronic transfer standards, which include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (i.e., paper records, and/or electronic transfer of data). The Successful Bidder(s)/Contractor must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Successful Bidder(s)/Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder(s)/Contractor and persons employed or utilized by Successful Bidder(s)/Contractor in the performance of this Contract. The Successful Bidder(s)/Contractor shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder(s)/Contractor shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder(s)/Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder(s)/Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder(s)/Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder(s)/Contractor, or persons employed or utilized by the Successful Bidder(s)/Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder(s)/Contractor shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder(s)/Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder(s)/Contractor in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder(s)/Contractor or other acts of the Successful Bidder(s)/Contractor, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder(s)/Contractor or sub-consultant/contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder(s)/Contractor.

1.43 FORMATION AND DESCRIPTIVE LITERATURE - Bidders must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous bid, or on file with the City, will not satisfy this provision.

1.44 INSPECTIONS - The City may, at reasonable times during the term of the Bid Contract, inspect Successful Bidder(s)'s/Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Successful Bidder(s)/Contractor, under the Bid Contract conform to the terms and conditions of the Formal Solicitation. Successful Bidder(s)/Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-101) City Code, as same may be amended or supplemented, from time to time, which, in conjunction with Section 18-102, providing for audits of City contractors, are applicable and are deemed as being incorporated by reference as supplemental terms.

1.45 INSPECTION OF BID - Bids received by the City, pursuant to a Formal Solicitation, will not be made available until such time as the City provides notice of a decision, or intended decision, or within 30 days after bid closing, whichever is earlier. Bid results will be tabulated and may be furnished upon request, via fax or e-mail, to the City's Procurement Contracting Officer, issuing the Formal Solicitation. Tabulations are also available on the City's website following a recommendation for award.

1.46 INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Bidder(s)/Contractor, shall furnish the evidence of insurance to the Procurement Department, as applicable. Submitted evidence of insurance shall demonstrate strict compliance with all requirements stipulated in the Special Conditions section titled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the certificate of

insurance is received within the specified time frame but not in the manner prescribed in the Formal Solicitation, the Successful Bidder(s)/Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Bidder(s)/Contractor fails to submit the required insurance documents in the manner prescribed in the Formal Solicitation within fifteen (15) calendar days after receipt of the Notice of Award, the Successful Bidder(s)/Contractor shall be in default of the contractual terms and conditions and will not be awarded the contract. Information regarding any insurance requirements shall be directed to the Risk Management Director, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1384.

The Successful Bidder(s)/Contractor shall be responsible for ensuring that the insurance documents required in conjunction with this Section remain in effect for the duration of the contractual period; including any renewals and extensions that may be exercised by the City.

1.47 INVOICES - Invoices submitted by Successful Bidder(s)/Contractor to the City shall include the Purchase Order number and description of goods and/or services delivered (i.e., quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48 LOCAL PREFERENCE -City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

1.49 MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Bidders a separate Manufacturer's Certification of all statements made in the Bid. Failure to provide such certification may result in the rejection of the Bid, or termination of the Bid Contract, for which the Bidder/Successful Bidder(s)/Contractor shall bear full liability.

1.50 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No Contract or understanding to modify the Formal Solicitation and the resultant Purchase Order(s) or Bid Contract, if applicable, shall be binding upon the City, unless made in writing by the City's Director of Procurement through the issuance of a change order, addendum to the Bid Contract, Purchase Order, or award sheet, as applicable, or via a written amendment by the City Manager.

1.51 MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder(s)/Proposer grants now or in the future to a similarly situated local government.

1.52 NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in the Bid Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Bidder(s)/Contractor, or to create any other similar relationship between the parties.

1.53 NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with

specifications under the direction of the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories as determined by the City. The data derived from any test for compliance with specifications is public record, and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered, not conforming to specifications may be rejected, and returned at Successful Bidder(s)/Contractor's expense. The non-conforming items not delivered in accordance with the stipulated delivery date in the Bid and/or Purchase Order, may result in Successful Bidder(s)/Contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulted Successful Bidder(s)/Contractor. Any violation of the above stipulations may also result in the Successful Bidder(s)/Contractor being removed from the City's supplier's list.

1.54 NONDISCRIMINATION - Successful Bidder(s) shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Successful Bidder(s) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Successful Bidder(s) shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Successful Bidder(s) affirms that it shall not discriminate as to race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in connection with its performance under the Formal Solicitation. Furthermore, Successful Bidder(s) affirms that no otherwise qualified individual shall solely by reason of their race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used, be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity. In connection with the conduct of its business, including performance of services and employment of personnel, Successful Bidder(s) shall not discriminate against any person on the basis of race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55 NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve in the City's best interest, the City reserves the right to advertise for, receive, and award additional contracts for the goods and/or services described herein, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources, for the purchase of the goods and/or services described herein, as may be available in accordance with the applicable provisions of the City of Miami Procurement Ordinance.

It is hereby agreed and understood that the Formal Solicitation does not constitute the exclusive rights of the Successful Bidder(s)/Contractor(s) to receive all orders that may be generated by the City, in conjunction with the Formal Solicitation.

In addition, any and all goods, and/or services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under the Formal Solicitation, unless such purchases are determined to be in the best interest of the City.

1.56 NOTICE REGARDING "CURES" - Bids submitted with irregularities, deficiencies, and/or

technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and are not waivable by the city.

BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS IFB SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Bids that fail to meet the minimum qualifications and submission requirements of this IFB. Proposer understands that non-responsive Bids will not be evaluated.

1.57 OCCUPATIONAL LICENSE/BUSINESS TAX RECEIPT - Any person, firm, corporation, or joint venture, with a business location within the City's municipal boundaries and is submitting a Bid under the Formal Solicitation shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside of the City's municipal boundaries shall meet their local Occupational License/Business Tax Receipt requirements. A copy of the Occupational License/Business Tax Receipt must be submitted with the Bid; however, the City may, in its sole discretion, and in its best interest, allow the Bidder to provide the Occupational License/Business Tax Receipt to the City during the evaluation period, but prior to award. A Certificate of Use ("CU") will be required if applicable under City regulations.

1.58 ONE PROPOSAL - Only one (1) Bid from an individual, firm, partnership, corporation, or joint venture will be considered in response to the Formal Solicitation, unless otherwise stipulated in the Formal Solicitation.

1.59 OWNERSHIP OF DOCUMENTS - It is understood by and between the parties, that any documents, records, files, or any other matter whatsoever, which is given by the City to the Successful Bidder(s)/Contractor, pursuant to the Formal Solicitation shall at all times remain the property of the City and shall not be used by the Successful Bidder(s)/Contractor for any other purposes whatsoever, without the written consent of the City.

1.60 PARTIAL INVALIDITY - If any provision of the Bid Contract or the application thereof, to any person or circumstance, shall to any extent be held invalid, then the remainder of the Bid Contract or, the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of the Bid Contract shall be valid and enforced to the fullest extent permitted by law.

1.61 PERFORMANCE/PAYMENT BOND - A Successful Bidder(s)/Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of the Bid Contract, in an amount equal to one hundred percent (100%) of the Bid Contract price. Any bond furnished will comply with Florida Law and be in a form acceptable to the City of Miami Risk Management Director.

1.62 PREPARATION OF BIDS - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid amounts, if required, shall be either typewritten, or

manually entered into the space provided, with ink. Failure to do so will be at the Bidder's risk.

- A. Each Bidder shall furnish the information required in the Formal Solicitation. The Bidder shall sign the Bid, and print type or manually enter the name of the Bidder, the Bidder's address and telephone number, on the face page and on each continuation sheet thereof, on which the Bidder makes an entry, where required.
- B. If so required, the unit price for each unit offered, shall be shown, and such price shall include packaging, handling, and shipping, and F.O.B. Miami delivery inside City premises, unless otherwise specified. Bidder shall include in their Bid all taxes, insurance, social security (if applicable), workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.
- C. The Bidder must state a definite time, if required, in calendar days, for delivery of goods and/or services.
- D. The Bidder should retain a copy of all response documents for future reference.
- E. All Bids, as described, must be fully completed, and typed, or printed in ink and must be signed in ink with the Bidder's name, and by an officer or employee having authority to represent the Bidder by their signature. Bids having any erasures or corrections, must be initialed in ink by person signing the Bid or the Bid may be rejected.
- F. Bids shall remain valid for at least 180 days. Upon award of a Bid Contract, the content of the Successful Bidder(s)'s/Contractor's Bid, may be included as part of the Bid Contract, at the City's discretion.
- G. The City 's Bid Forms shall be used when Bidder is submitting its Bid. Use of any other forms, will result in the rejection of the Bid.

1.63 PRICE ADJUSTMENTS - Any price decrease effectuated during the Bid Contract period, either by reason of market change, or on the part of the Successful Bidder(s)/Contractor to other customers shall be passed on to the City.

1.64 PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Bid Contract, the Successful Bidder(s)/Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery, and that the new product meets or exceeds all quality requirements.

1.65 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Successful Bidder(s)/Contractor represents and warrants to the City, that it has not employed, or retained any person, or company employed by the City to solicit or secure the Bid Contract and that the Successful Bidder(s)/Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage,

brokerage fee, or gift of any kind contingent upon, or in connection with, the award of the Bid Contract.

1.66 PROMPT PAYMENT - Bidders may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

Bidders are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be two percent (2%), 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from Successful Bidder(s) during the term of the contract. The City will comply with the Florida Prompt Payment Act, as applicable.

1.67 PROPERTY - Property owned by the City is the responsibility of the City. Such property furnished to a Successful Bidder(s)/Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Bidder(s)/Contractor shall be the responsibility of the Successful Bidder(s)/Contractor. Damages occurring to such property while in route to the City, shall be the responsibility of the Successful Bidder(s)/Contractor. In the event that such property is destroyed, or declared a total loss, the Successful Bidder(s)/Contractor shall be responsible for the replacement value of the property, at the current market value, less depreciation of the property, if any.

1.68 PROVISIONS BINDING - Except as otherwise expressly provided in the resultant Bid Contract, all covenants, conditions and provisions of the resultant Bid Contract, shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

1.69 PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor

list.

1.70 PUBLIC RECORDS - Successful Bidder(s)/Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Bidder(s)/Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Successful Bidder(s)/Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.
- E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

Successful Bidder(s)/Contractor's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Bid Contract by the City.

1.71 QUALITY OF GOODS, MATERIALS, SUPPLIES, AND PRODUCTS - All materials used in the manufacturing, or construction of supplies, or materials, covered by the Formal Solicitation shall be new. The items bid shall be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in the Formal Solicitation.

1.72 QUALITY OF WORK/SERVICES - The work/services performed shall be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality, except as otherwise specified in the Formal Solicitation.

1.73 REMEDIES PRIOR TO AWARD (SECTION 18-106) - If prior to a Bid Contract award, it is determined that a Formal Solicitation or proposed bid award is in violation of law, then the Formal Solicitation or proposed bid award shall be cancelled and all bids rejected by the City Commission, the City Manager, or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74 RESOLUTION OF CONTRACT DISPUTES (SECTION 18-105):

- A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Successful Bidder(s)/Contractor and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.
- B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

- A. Protest of solicitation.
 - 1. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
 - 2. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
- B. Protest of award.

1. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
2. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
3. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation, or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the

other persons specified within ten days after he/she holds a hearing under the protest.

- A. **Hearing officer.** The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g., expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.
- B. **Right of protest.** Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.
- C. **Hearing date.** Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

Hearing procedure.

The procedure for any such hearing conducted under this article shall be as follows:

- A. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.
- B. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as

applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

- C. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.
- D. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.
- E. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.
- F. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16)

1.76 SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Bidder(s) will be notified by the City to remove such samples, at Bidder's expense, within 30 days after notification. Failure to remove the samples will result in such samples becoming the property of the City.

1.77 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Successful Bidder(s)/Contractor shall not sell, assign, transfer, or subcontract at any time during the term of the Contract, the Contract itself, or any portion thereof, or any part of its operations, or assign, sell, pledge, dispose, convey, or encumber any portion of the performance required by this Bid Contract, except under, and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78 SERVICE AND WARRANTY - When specified, the Bidder shall define all warranty, service, and replacements that will be provided. Bidders must explain on the Bid to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with Bidder's response.

1.79 SILENCE OF SPECIFICATIONS - The apparent silence of the scope of work/specifications, and any supplemental scope of work/specification as to any detail or the omission from it, of detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design shall be used. All workmanship and services shall be first quality.

All interpretations of the scope of work/specifications shall be made upon the basis of this statement. If Bidder has a current contract with the State of Florida, Department of General Services, to supply the items in the Formal Solicitation, the Bidder shall quote not more than the contract price; failure to comply with this request will result in disqualification of the Bid.

1.80 SUBMISSION AND RECEIPT OF BIDS - Bids may be submitted electronically via Periscope at or before, the specified closing date and time, as designated in the Formal Solicitation. NO EXCEPTIONS.

A. Facsimile responses will not be considered.

B. Failure to follow these procedures may deem your Bid non-responsive.

- C. The responsibility for obtaining and submitting a Bid on or before the Bid closing date is solely and strictly the responsibility of Bidder. The City is not responsible for delays specifically caused by any occurrence. Bids received after the Bid closing date and time, will be considered late, will remain unopened and will not be considered for award.
- D. Late, misdelivered, or incorrectly addressed responses will be rejected.
- E. All Bids are subject to the conditions specified herein. Bids that do not comply with these conditions may be deemed non-responsive.
- F. Modifications/changes of Bids already submitted will be considered only if received before the Bid closing date and time. All modifications/changes shall be submitted via Periscope. Once a Formal Solicitation closes (closed date and/or time expires), the City will not consider any subsequent modifications/changes which alters the Bids.

1.81 TAXES - The City is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders should be aware that all materials and supplies that are purchased by the Bidder for the completion of the Bid Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended, and all amendments thereto, and shall be paid solely by the Bidder.

1.82 TERMINATION - The City Manager, on behalf of the City, reserves the right to terminate the Bid Contract by written notice to the Successful Bidder(s)/Contractor effective as of the date specified in the notice, should any of the following apply:

- A. The Successful Bidder(s)/Contractor is determined by the City, to be in breach of any of the terms and conditions of the Bid Contract.
- B. The City has determined that such termination will be in the best interest of the City, to terminate the Bid Contract for its own convenience.
- C. Funds are not available to cover the cost of the contracted goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83 TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services have been received, inspected, and found to comply with award specifications, free of damage, or defect, and properly invoiced. Payment will be made after delivery, within forty-five (45) days of receipt of an invoice, and authorized inspection and acceptance of the goods/services, and pursuant to Section 218.74, Florida Statutes, and other applicable law.

1.84 TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of the Formal Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified in the Bid. Deliveries shall be made during regular City business hours, unless otherwise specified in the Special Conditions.

1.85 TITLE - Title to the goods shall not pass to the City until after the City has inspected and accepted the

goods or used the goods, whichever comes first.

1.86 TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE -All Bids submitted to the City are subject to public disclosure, pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Bid contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119, must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with Bidder's name, the Formal Solicitation number, and title marked on the outside.

Please be aware that the designation of an item as a trade secret by Bidder may be challenged in court by any person. By Bidder's designation of material in Bidder's Response as a "trade secret" Bidder agrees to indemnify and hold harmless the City for any award to a plaintiff for damages, costs, or attorney's fees and for costs and attorney's fees, incurred by the City, by reason of any legal action challenging Bidder's claim.

1.87 UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the Successful Bidder(s)/Contractor nor any of their employees shall perform any work, or deliver any goods, unless a change order or purchase order is issued and received by the Successful Bidder(s)/Contractor. The Successful Bidder(s)/Contractor will not be paid for any work performed, or goods delivered outside the scope of the Bid Contract, or any work performed by Successful Bidder(s)'s/Contractor's employee(s) not otherwise previously authorized.

1.88 USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion, or other publicity materials containing information obtained from the Formal Solicitation shall be mentioned, or imply the name of the City, without prior express written permission from the City Manager, or the City Commission.

1.89 VARIATIONS OF SPECIFICATIONS - For purposes of the Formal Solicitation evaluation, Bidder(s) must indicate any variances from the Formal Solicitation scope of work/specifications and/or conditions, no matter how slight. If variations, are not stated on their Bid, it will be assumed that the product fully complies with the Formal Solicitation's scope of work/specifications.

2. Special Conditions

SPECIAL CONDITIONS APPLICABLE TO ALL PROJECTS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for canal cleaning services, as specified herein, from a source(s), fully compliant with the terms, conditions, and stipulations of the Solicitation.

2.2 PRE-BID CONFERENCE

A voluntary pre-bid conference will be held on **June 27, 2023 at 11:30 AM**, via Teams by clicking [THIS LINK](#) or via phone (786) 598-2961; Conference ID: 648832272#. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through Periscope, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint themselves thoroughly regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.3 DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION AND CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the Periscope Electronic Bidding System ("Periscope"), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than **July 3, 2023, at 2:00 PM**. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.4 SUBMISSION AND RECEIPT OF RESPONSE

Electronic bid submittals to this IFB shall be submitted through the Periscope Electronic Bidding System ("Periscope") until the date and time as indicated in the Solicitation. The responsibility for submitting a bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any bids received and time stamped through Periscope, prior to the bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, Periscope will not allow for electronic bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne by the Bidder. Accordingly, Bidder:

1. Must register, free of charge, with Periscope to establish an account in order to have access to view

- and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all bids electronically. Hard copy bid submittals will not be accepted. NO EXCEPTIONS.
 3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via Periscope. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's bid submittal.
 4. Shall ensure that the Certification Statement is fully completed and provided with your bid. Failure to comply with these requirements shall deem the bid non-responsive.
 5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.
 6. May be considered non-responsive if bid does not conform to the terms and conditions of this solicitation.

2.5 BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment, and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder(s) shall, as of bid due date:

- A. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City;
- B. Have never filed for bankruptcy, be in sound financial condition, have no record of civil litigation or pending lawsuits involving criminal activities of a moral turpitude, and shall not have conflicts of interest with the City; Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. **Bidders shall complete, sign, and have notarized Attachment J – Affidavit of Responsibility;**
- C. Have the same Federal Employee Identification Number (FEIN) for the last five (5) consecutive years;
- D. Hold a license for the spraying of herbicide/Sonar as issued by the State of Florida's Department of Agriculture. **License shall be submitted at the time of bid submittal;** and
- E. Hold a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificates of Competency **OR** the State Contractor's Certificates of Registration as issued by Palm Beach, Broward, Miami-Dade, or Monroe County, which authorizes the Successful Bidder(s) to perform the proposed work.

Holder of all licenses must be an employee of the Successful Bidder(s) or the subcontractor. Licenses and certifications must be provided in the bid response, including the license of the subcontractor(s). Failure to provide Licenses and Certifications shall deem the bid non-responsive.

2.6 METHOD OF AWARD

This Solicitation is divided into two (2) Classification Types. Classification Type 1 – Federally Funded Projects; and Classification Type 2 – Non-Federally Funded Projects. **Bidders can bid on one or both Classifications**, using the applicable Price Form(s).

Pursuant to Federal Procurement Regulations, particularly 2 CFR 200.320, Classification Type 1 - Federally Funded Projects shall only be awarded to the lowest responsible and responsive bidder who bids on all items and whose bid offers the lowest price when all items are added in the aggregate. Failure to bid on all items on the price sheet shall deem your bid non-responsive.

Classification Type 2 - Non-Federally Funded Projects shall be awarded to the two (2) lowest responsive and responsible Bidders, who bid on all items on the price sheet. Failure to bid on all items on the price sheet shall deem your bid non-responsive. Service areas shall be assigned to Successful Bidder(s) via work orders at the City's sole discretion, based upon the needs of the City. In the event that there is a sole responsive and responsible Bidder, the City at its sole discretion may award all service areas to the sole responsive and responsible Bidder.

2.7 TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2)- year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative, not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8 CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

2.9 ESCALATION CLAUSE

Successful Bidder(s) may request, in writing, including a justification, an adjustment of the prices submitted in the pricing schedules based on changes in the CPI for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., no more than 60 days, but no less than 30 days prior to the yearly contract anniversary. If requested, the pricing schedule may be increased/decreased, if necessary, based on review of the CPI criteria listed above. Any adjustments made will be for the following contract year and will not be combined with previous years that were not requested within the date parameters set above (i.e., rate increase requested within the date parameters above in 2021, if approved will be for year 2022). Should the Successful Bidder(s) not submit their request for any particular year, they will forgo any change in the CPI.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days' notice to the Successful Bidder(s).

The Procurement Department may also, in its sole discretion, make an equitable adjustment in the contract

terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10 NON-APPROPRIATION OF FUNDS

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

2.11 INSURANCE REQUIREMENTS

At the time of award, the Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal Injury	\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Worker's Compensation

A. Limits of Liability

Statutory-State of Florida
Waiver of subrogation
USL&H

B. Employer's Liability Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Umbrella Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence \$ 3,000,000
Aggregate \$ 3,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

Protection and Indemnity Liability

A. Limits of Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000

City of Miami listed as the named insured.

Pollution Liability

A. Limits of Liability

Each Occurrence \$1,000,000
General Aggregate \$1,000,000

City of Miami listed as the named insured.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance with policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

1. Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
2. The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder(s) in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder(s). **See Attachment A - Insurance Addendum.**

2.12 REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing **Attachment B - Reference Submittal Form**. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within the last five (5) years and for services as described in this solicitation.

2.13 BACKGROUND CHECKS

JESSICA LUNSFORD ACT (JLA) BACKGROUND SCREENING REQUIREMENTS:

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, as amended from time to time Successful Bidder(s) agrees that, if Successful Bidder(s) receives remuneration for services, Successful Bidder(s) and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes for any work to be performed in City parks.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from Level 2 screening requirements as provided under Section 1012.468 of the Florida Statutes. In addition, the provisions of Section 1012.467 of the Florida Statutes are incorporated herein by reference, and any provisions that may be inconsistent with, contrary to, or determined to be in conflict with said Section 1012.467, will be superseded by said statute.

A non-instructional Successful Bidder(s) who is exempt from the screening requirements set forth in Sections 1012.465, 1012.468 or 1012.467 of the Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under Section 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The Successful Bidder(s) will not be charged

for this search.

Further, upon obtaining clearance by City, the City may issue a photo identification badge consistent with any statutory requirements, which shall be worn by the individual at all times while on City property when children are present.

Successful Bidder(s) shall bear any, and all costs associated with acquiring the required background screening, including any costs associated with fingerprinting and obtaining the required photo identification badge. Successful Bidder(s) shall require all its affected employees to sign a statement, as a condition of employment with Successful Bidder(s) in relation to performance under this Contract, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Successful Bidder(s)/Employer of any arrest(s) or conviction(s) of any offense within 48 hours of its occurrence. Successful Bidder(s) shall provide the City with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Successful Bidder(s) shall have an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Successful Bidder(s) shall also notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested, or convicted of any disqualifying offense. Failure by Successful Bidder(s) to notify the City of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the City.

The failure by the Successful Bidder(s) to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the City to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

2.14 CURES

Please refer to Section 1.56, Notice Regarding "Cures" of the General Terms and Conditions of this Solicitation as well as **Attachment C - APM Regarding Cures**, for further clarification of this policy.

2.15 PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with Elyrosa Estevez, City Engineer, or designee, who shall be designated as the Project Manager(s) for the City.

2.16 SUBCONTRACTOR(S)

Bidder(s) must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on **Attachment D - Subcontractors**, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it is requested in writing the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.17 RESPONSE TIME

Successful Bidder(s) shall provide the City a contact who will be available to the City 24-hours/seven days a week in the event of an urgency. Failure to respond to a service call within the specified time may result in the Successful Bidder paying any and all costs associated with the services performed by a secondary vendor.

2.18 COMPLETED WORK

The City shall be notified by the Successful Bidder(s) upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder(s) at no additional charge to the City.

The Successful Bidder(s) shall not begin work until a Purchase Order and/or a Notice to Proceed are received.

2.19 BID BOND

All bids shall be accompanied by an original Bid Bond in the amount of five percent (5%) of the total bid submitted for non-federally funded projects not inclusive of the special provisions line item, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond from all unsuccessful Bidders, if in the form of a Cashier's Check or Money Order, will be returned immediately after bid award. Bid bonds are not required for federally funded project bid price sheet submissions.

2.20 METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidder's total monthly billing.

Each invoice shall include total cost, percent (%) retainage, if applicable, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.21 LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.22 CONTRACTOR TO BE REPRESENTED

The Successful Bidder(s), at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder(s) in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers,

etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder(s) in all cases, and to carry out any instructions relative to the work may be given by the City.

2.23 USE OF PREMISES

The Successful Bidder(s) shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder(s) shall take all measures necessary to protect their own materials.

2.24 DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder(s) shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder(s), at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.25 PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder(s) shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder(s) shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder(s) shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder(s) shall meet the following noise abatement performance standards for all construction equipment:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.26 SAFETY MEASURES

Successful Bidder(s) shall take all necessary precautions for the safety of employees and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder(s) shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder(s) shall use only equipment that is fully operational and in safe operating order. Successful Bidder(s) shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.27 ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrants such determination in the opinion of the City.

2.28 ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms, or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.29 ADDITIONS/DELETIONS OF SERVICES/ITEMS/LOCATIONS/SUPPLIERS

Although this Solicitation identifies specific services/items/locations/suppliers, it is hereby agreed and understood that any services/items/locations/suppliers may be added/deleted to/from this Contract at the option of the City. When an additional service/item/location to the Contract is required, the Successful Bidder(s) shall be invited to submit price quotes for these new product(s). If prices are not competitive or not carried, the City maintains the right to add additional suppliers to the Contract to carry those items required. If these quotes are comparable with market prices offered for similar location/products/items/services, they shall be added to the Contract, whichever is in the best interest of the City, and an addendum and/or a separate purchase order shall be issued by the City. When additional suppliers are needed to provide originally contracted services/items/products, the City reserves the right to request quotes from the market and amend the contract to include the new suppliers.

2.30 FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.31 TERMINATION

FOR DEFAULT

If Successful Bidder(s) defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder(s) was not in default or (2) the Successful Bidder(s)'s failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.32 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.33 PERFORMANCE BOND

Prior to commencing any work, the Successful Bidder(s) may be required to submit a Performance Bond equal to 100% of the estimated work required (*inclusive of the Special Provisions line item*) within five (5) days after receiving a written notice from the City. This performance Bond for the satisfactory performance of this Contract. The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written by a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Bidder(s).

Performance Bonds must be maintained until all of the assigned work has been completed and approved by the City in writing.

If the Surety on any bond furnished by the Successful Bidder(s) is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the City, the Successful Bidder(s) shall within five (5) calendar days substitute another bond and surety, both of which shall be acceptable to the City.

If the Bidder cannot obtain another bond and surety within (5) calendar days, the City will accept and the Successful Bidder(s) shall provide an irrevocable letter of credit drawn on a Miami-Dade County, Florida bank until the bond and surety can be obtained.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS

This section applies to all projects that are federally funded. Bidders shall use the applicable **Federally Funded Projects Price Sheet (Attachment E)** for this bid when submitting pricing.

2.34 LOCAL OFFICE PREFERENCE

Local Office Preference **does not** apply to Classification 1 - Federally Funded Projects.

2.35 DECLARATION OF A FEDERAL EMERGENCY – Applicable to Classification 1 – Federally Funded Projects

Upon the declaration of a Federal emergency, the City shall seek Federal Disaster Assistance as defined in the City's Procurement Code Section 18-121 titled "Procurements, Grants, Subgrants, and Compliance Utilizing

Requirements for Federal Disaster Assistance”; therefore, all canal cleaning services during such emergency, shall be provided solely by the Successful Bidder, as the lowest responsible and responsive bidder, for Classification Type 1, Federally Funded Projects.

2.36 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole

or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.37 COMPLIANCE WITH THE DAVIS-BACON ACT

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

2.38 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.39 COMPLIANCE OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. In addition:

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.

2.40 CLEAN AIR ACT/FEDERAL WATER POLLUTION ACT

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in

whole or in part with Federal assistance provided by FEMA.

2.41 SUSPENSION AND DEBARMENT

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.42 BRYD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

Bidders must complete and return Attachment H with Bid Submittal.

2.43 PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

2.44 ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Miami and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.45 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

2.46 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.47 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.48 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 2 - NON-FEDERALLY FUNDED PROJECTS

This section applies to all projects that are non-federally funded. Bidders shall use the applicable **Non-Federally Funded Projects Price Sheet (Attachment F)** for this bid when submitting pricing.

2.49 LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.50 LOCAL OFFICE PREFERENCE

Local Office Preference only applies to Classification 2 - Non-Federally Funded Projects.

Bidders wishing to apply for the local office preference shall comply with the General Terms and Conditions, Section 1.48 Local Preference of this solicitation and with Section 18-73 of the City of Miami Procurement Code, titled "Definitions", and shall submit with the Bid at the time of the Bid due date the following:

- Completion and submission of **Attachment G, City of Miami Local Office Certification Form**;
- Submission of a copy of the Proposer's lease documents at the location being deemed a City of Miami Local Office;
- Submission of a City of Miami Business Tax Receipt;
- Submission of a Miami Dade County Business Tax Receipt; and
- Submission of a copy of the license, certificate of competency, and certificate of use that authorizes the performance of the Proposer/Bidder.

3.0 Specifications

3.1 SPECIFICATIONS/SCOPE OF WORK

I. Introduction

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB. BIDDERS SHALL COMPLETE ATTACHMENTS E & F, BID PRICE SHEET(S), TO IDENTIFY WHICH CLASSIFICATION (CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS OR CLASSIFICATION 2 – NON-FEDERALLY FUNDED PROJECTS) THE BIDDER IS REQUESTING CONSIDERATION FOR. BIDDERS MAY RESPOND TO ONE CLASSIFICATION OR BOTH CLASSIFICATIONS. BIDDER MUST MEET ALL REQUIREMENTS IN ORDER TO BE CONSIDERED RESPONSIVE.

The City of Miami's ("City") Department of Resilience and Public Works ("RPW") and Department of Parks and Recreation ("Parks") is in need of fully capable and willing firms to provide canal cleaning services for the City. The Successful Bidder(s) shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies (including trash bags), equipment, materials, water, diesel fuel and services necessary for satisfactory contract performance. Such materials and equipment shall be of suitable type, in good condition and grade for the purpose of this contract. All workmanship, equipment and frequency of services shall be subject to the inspection and direction/approval of the City.

II. DESCRIPTION OF WORK

All work shall be performed using superior maintenance standards and techniques. The Successful Bidder(s) shall inform the City two (2) weeks before each clean-up task is scheduled. The Successful Bidder(s) agrees to on-site inspections by the Project Manager. The scope of work includes but is not limited to the following:

SCHEDULED SERVICES

Scheduled services frequency is as indicated below or at the discretion of the City.

A. Debris Removal and Litter Control - Every month of the year, or as directed by the Project Manager (all locations). This work is for the entire length of the waterway including water edge and banks. Litter and debris removal includes but is not limited to human discarded trash, human waste, pet waste, discarded landscaping, etc. **NOTE: Litter control for Ademar and Davis Canals shall take place TWICE a month from July through October.**

B. Mowing / Trimming - Monthly for the Wagner Creek and Lawrence locations. Four (4) times a year, or as directed by the Project Manager for other locations (all locations).

C. Weed Control / Chemical Treatment - Banks and upland areas within canal right of way at Wagner Creek, Comfort Canal, Lawrence Waterway and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

D. Sonar Spraying - Waterways at Comfort Canal and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

E. Obstruction (Vegetative) Removal - All Locations twice (2) a year, or as directed by the Project

Manager. Must ensure that a minimum of two (2) feet of free water flow is maintained.

F. Obstruction (Heavy Materials/Illegal Dumping) Removal - All locations except Seybold Canal, Rickenbacker Causeway and All City Parks twice (2) a year, or as directed by the Project Manager. Successful Bidder(s) must remove the illegal dumping/ bulk trash at/near waterways. Must ensure that a minimum of two (2) feet of free water flow is maintained.

G. Maintenance of Lawrence Canal Seawall – Successful Bidder(s) shall pressure clean a total of 144 existing concrete bollards at Lawrence Waterway three (3) times a year. During one of those cleanings, Successful Bidder(s) shall pressure clean and paint with one coat of Thoroseal #8532 or an approved equal. This action item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8” anchor chain, 10 feet in length, as per detail. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting.

H. Seaweed/Hydrilla Removal - This work is required once a year to remove all the seaweed and hydrilla from all the canals and waterways shown below. The Successful Bidder(s) shall bear the costs associated with purchase or rental of a weed harvester such as a Kelpin 800 Model or approved equal.

I. Type I Turbidity Barrier – This work is required per Project Manager for locations where there is a current spill of silted water to prevent pollution to waterways. Contractor shall provide all materials, equipment and labor to install and remove a turbidity curtain at the request of the Project Manager. Cost of turbidity barrier rental/purchase shall be the burden of the Contractor. Contractor **will not be allowed** to charge the City separately for these services.

J. Removal of Litter at Outfall ends: This work is to be conducted during low tide hours. The Successful Bidder(s) shall provide all labor, materials, and equipment to remove all floatable, debris, cans, trash deposited at outfall ends in the waterway bottom and remove the debris without disturbing bottom soil. All litter removal should be done at least monthly. Successful Bidder(s) shall confirm frequency with Project Manager prior to the commencement of the contract.

K. Removal of dead animals and fish kill – This work is to be conducted at the request of the Project Manager. The trash bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

****Contractor shall not pick up sargassum from the waterways and Bay.****

NON-SCHEDULED SERVICES

Non-scheduled work is at the discretion of the City. Successful Bidder(s) shall not proceed with any non-scheduled work without the written approval of the City/Project Manager or designee. It is the responsibility of the Successful Bidder(s) to notify the Project Manager of any needs for pruning, tree/stump removal, or other service issues.

L. Pruning - Shrubs shall be trimmed as needed to provide an informal shape, fullness, and bloom. Trees shall be free of all dead (browned) fronds and branches. Cut and remove the seeds and fronds that are pointing downward that are browning or yellowing. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

M. Removal of trees or stumps - All removal of trees and stumps shall be according to the most efficient and safest industry standards. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

Upon award, the Successful Bidder(s) shall submit a detailed maintenance plan to the City for approval. The plan shall include, but not be limited to:

- A.) a schedule for each task;
- B.) the equipment to be used for each task; and
- C.) the procedure that will be set in place for the maintenance of the canals.

****SEE ATTACHMENT I – MINIMUM SERVICES LIST FOR EACH LOCATION****

III. SERVICE LEVEL REQUIREMENTS

Frequency of Services

Canal cleaning services shall be executed, at a minimum, based upon the unit of measures listed in Attachments E and F, Bid Price Sheets. The City's Project Manager may request additional service days as necessary to maintain the level of aesthetic required by the City.

Proper Equipment and Operation Caution

The Successful Bidder(s) shall have the properly sized maintenance vessels with the required cranes for deployment to all waterways covered under this contract. The Successful Bidder(s) shall not use any equipment that could seriously disturb the sediments in the canals. Caution should always be taken during the operation. Specifically, dirty water should always be kept within a small area, and the operation shall not generate cloud or plume over 29 Nephelometric Turbidity Units (NTUs).

Proper equipment also includes but is not limited to:

- A.) Trash Collecting Barge, or approved equal - Total Length: 40 feet / Total Width: 14 feet / Carrying Capacity: 15 tons (30,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- B.) Trash Collecting Barge, or approved equal - Total Length: 70 feet / Total Width: 14 feet / Carrying Capacity: 13.5 tons (27,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- C.) Heavy Duty Truck with Clamp - Mounted Crane/Floating Barge and Small Vessel/Tugboat/Hauler or Dump Truck

Quality Assurance

The Successful Bidder(s)'s assigned Supervisor shall be well versed in appropriate maintenance operations and procedures. All employees of the Successful Bidder(s) shall be competent and skilled in their particular job in order to ensure proper performance of the work assigned.

Successful Bidder(s) shall ensure that in the event of any equipment malfunction or concern, a back-up is available and used to continue the immediate completion of services.

All work shall be performed using superior maintenance standards and techniques. If under any circumstances, the Project Manager is not satisfied with the work, the Successful Bidder(s) shall redo the job to the Project Manager's satisfaction at the Successful Bidder(s)'s expense. No additional compensation by the City will be allowed for Successful Bidder(s)'s non-performance.

Environment Protection

The working areas include environmental sensitive areas, especially the Biscayne Bay Aquatic Preserve which has exceptional biological, aesthetic, and scientific value. The Successful Bidder(s) must follow all rules and

regulations for the protection of the environment.

It shall be the Successful Bidder(s)'s responsibility to preserve the existing condition of the canals and surroundings, including but not limited to natural vegetation such as sea grasses and mangroves, bank of the canals, bulkheads and seawalls, concrete sidewalk, curb, and/or gutter and pavement. Any damage done to the pavement or concrete due to the Successful Bidder(s)'s failure to comply with the requirements of this Contract, or failure to exercise responsible care in the performance of the work, shall be repaired at the Successful Bidder(s)'s expense.

Any damages to the plants such as sea grasses and mangroves shall be mitigated to Miami-Dade County's Department of Environmental Resource Management's ("DERM") and City's satisfaction, by the Successful Bidder(s) and at the Successful Bidder(s)'s expense.

****Contractor shall not pick up sargassum from the waterways and Bay.****

Underground Gas Pipelines

The Successful Bidder(s) shall review and abide by Florida State Statute Chapter 556, Underground Facility Damage Prevention and Safety, while performing the services listed in and related to this solicitation.

Special Condition for Shallow Areas

The Successful Bidder(s) shall use shallow draft boats, vessels, or other equipment to collect debris in shallow areas. The minimum depth of water for operation in water should be at least one (1) foot. In case of water depth less than one (1) foot, the Successful Bidder(s) shall use appropriate equipment to collect the debris from land. For shallow areas, the clean-up work shall be restricted to high tide period in order to protect the soil and vegetation. Contractor must not disturb waterway bottom while removing trash/debris during low tide.

Chemical Treatment

All herbicides must be labeled for use in water. The chemicals must be approved by United States Environmental Protection Agency ("USEPA") and the Florida Department of Agriculture and Consumer Services. Weed control chemical treatment should be used in the proper manner. The City prefers the use of Aqua Star, a water-soluble liquid, that mixes readily with water and nonionic surfactant to be applied as a foliar spray for the control or destruction of many herbaceous and woody plants. Any other herbicide shall be approved in writing by the Project Manager or designee.

The weed control is primarily focused on emergent submersed, rooted plants and filamentous algae. The Successful Bidder(s) shall be extremely cautious not to damage any endangered plants, threatened plants, and species of special concern. The federal list of endangered and threatened by commercial exploitation plants are maintained by the Department of Agriculture and Consumer Services via Chapter 5B-40 FAC. Sea grasses, mangroves and other species are designated as Essential Fish Habitat by the South Atlantic Fishery Management Council, under the Sustainable Fisheries Act administered by the National Marine Fisheries Service under National Oceanic and Atmospheric Administration ("NOAA"). For the waterway treatment, Successful Bidder(s) shall use Sonar Herbicide, or approved equal.

Manatee Alert

The Successful Bidder(s) is alerted that manatees could be present in the canals. The Successful Bidder(s) shall protect the manatee. Specifically, operation shall be stopped when manatee is within one hundred fifty feet (150') of the work site.

Waste Disposal

It is the Successful Bidder(s)'s responsibility to dispose of the waste collected during the canal maintenance appropriately. The Successful Bidder(s) shall remove the waste collected from the site within twenty-four (24) hours of collection. The City of Miami will pay the disposal fee signed by the City Inspector. Successful Bidder(s) must pick up and haul the debris to the nearest Miami-Dade County Transfer Station and pay up front for the disposal fee of the collected debris. The Successful Bidder(s) shall provide proof of the quantity of the waste collected, such as the load ticket, in order to be reimbursed for the waste disposal fee, and the City will pay only for the waste collected for the canal maintenance operations. The pay ticket must be signed by the Project Manager prior to submittal of invoice payments. Fish kill bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

The City reserves the right to add the Successful Bidder(s) as the City's authorized representative for waste disposal at the Miami Dade County Solid Waste Transfer Facility. If done, the Successful Bidder(s) will not have to pay upfront for disposal fees. Said fees will be automatically invoiced to the City. Successful Bidder(s) shall still submit any paperwork/load tickets issued by the Facility for reporting purposes. The City will notify the Successful Bidder(s) if said privilege is granted.

IV. LOCATIONS

NAME	ADDRESS/APPROXIMATE LOCATION	SIZE
Wagner Creek North	NW 20th Street to NW15 Street along NW 13th Ave	3750 ft
Wagner Creek South	NW 15th Street to NW 11th Street along NW 13th Ave	2050 ft
Seybold Canal	NW 11th Street and NW 9th Ct to the Miami River	2300 ft
Comfort Canal	NW 27th Ave to NW 45th Ave along SR 836	8070 ft
Davis Canal	Between NE 86th Street and NE 87th Street from NE 10th Ave to Biscayne Bay	1350 ft and 200 ft of bank
Ademar Canal	Between NE 84th Street and NE 83rd Street from NE 8th Ct to Biscayne Bay	1650 ft and 375 ft of bank
Bayfront NE 28th Street Cove	Biscayne Bay and NE 28th Street	480 ft of bank
Bayfront NE 20th-21st Street Cove	Biscayne Bay and NE 20th Street	450 ft of bank
Bayfront North and South of Rickenbacker Causeway	Along Alice Wainwright Park to SE 25th Road	750 ft of bank
Lawrence Waterway and Swell Canal	NW 7th Street between NW 17th Ct and NW 18th Ave to the Miami River	2068 ft
Waterfront of Antonio Maceo Park	5135 NW 7th Street	235 ft of bank
Waterfront of Margaret Pace Park	1775 North Bayshore Drive	1750 ft of bank
Waterfront of Pallot Park	3805 NE 6th Avenue	430 ft of bank
Waterfront of Morningside Park	750 NE 55th Terrace	2000 ft of bank
Waterfront of Legion Park	6447 NE 7th Avenue	550 ft of bank
Waterfront of Fern Isle Park	2201 NW 11th Street	1900 ft of bank

Miami River	West side of NW 27th Ave and the edge of NW S River Drive	2300 ft of bank
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V. ADDITIONAL INFORMATION

Services Beyond the Scope of the Contract

In the event that services beyond the scope of work of this contract are requested by the Project Manager, the Successful Bidder(s) must receive the written approval of the work request from RPW, written approval of the quote to perform such services, and the approval of the Department of Procurement to add the services to the Contract, if applicable.

Public Access

During any improvement, safe access shall be provided by the Successful Bidder(s) to the entrances of all residences and business establishments. The methods used to allow access will be determined by the Successful Bidder(s) with the approval of the City's Project Manager or designee.

Maintenance of Established Landscaping

Existing trees on private property and in the public right of way are to be protected while work is in progress. Trimming of trees is not allowed without prior approval of the City's Project Manager. Removal of trees are on an as needed basis and shall be requested by the Project Manager. If any replacements are needed/requested, the replacements shall be of equal or better quality. All replacement tree, ground covering/plant material shall be quoted and be approved, in writing, prior to replacement.

VI. INSPECTION PROCESS

Once services are completed, the Successful Bidder(s) may be required to take pictures to submit with any invoices. In addition, the Successful Bidder(s) shall immediately email and call the City's Project Manager to advise that the service area was completed.

VII. INVOICING

Successful Bidder(s) shall provide invoices with pictures no later than the 5th of the month for the previous month's services. Submitting invoices later than the specified date may cause delays in payment. On the invoice the Successful Bidder(s) shall provide:

- A. Date(s) of services
- B. Area(s) of services
- C. Contract number (Contract No. 1575386)
- D. List of services completed
- E. Pricing
- F. Supporting documentation such as invoices providing costs for additional services (trees, etc.)
- G. Payment to subcontractors and/or suppliers with corresponding release of liens forms and affidavits if applicable

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 1

IFB 1704386

June 23, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

- A. Attachment J – Affidavit of Responsibility has been deleted in its entirety and replaced with Attachment J (Revised) - Certification Statement Affirmation Affidavit.**
- B. Exhibit A – IFQ 1704386 – Canal Cleaning Services Bid Submittal Checklist is hereby added.**

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.

**Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department**

AP:tg

- c. Juvenal Santana, P.E., Director, Public Works
- Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: Aquatic Control Group Inc.

DATE: 06/28/2023

SIGNATURE:



**INVITATION FOR BID ("IFB") NO. 1704386
FOR CANAL CLEANING SERVICES
CERTIFICATION STATEMENT AFFIRMATION AFFIDAVIT**

I, _____, AS **PRESIDENT/CEO** OF _____
("Company"), HEREBY DECLARE, AFFIRM, AND CERTIFY THE FOLLOWING STATEMENTS:

- (1) THE PRINCIPAL(S) OF _____ IS/ARE
_____; AND
- (2) NO PRINCIPAL HAS COMMITTED FRAUD OR THEFT, HAS FILED FOR OR BEEN THE SUBJECT OF BANKRUPTCY, HAS BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES, OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING; AND
- (3) NO COMPANY REPRESENTATIVE OR PERSONNEL HAS COMMITTED FRAUD OR THEFT; BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING.

PURSUANT TO IFB GENERAL TERMS AND CONDITIONS SECTION 1.25, WHICH INCORPORATES SECTION 18-107 OF THE PROCUREMENT CODE, ALL CONTRACTS FOR GOODS AND SERVICES, SALES, AND LEASES ISSUED BY THE CITY SHALL INCLUDE A CERTIFICATION THAT NEITHER THE CONTRACTUAL PARTY NOR ANY OF ITS PRINCIPAL OWNERS OR PERSONNEL HAVE BEEN CONVICTED OR HAVE COMMITTED ANY OF THE VIOLATIONS SET FORTH IN THE REFERENCED IFB GENERAL TERMS AND CONDITIONS SECTION 1.25.

IN THE EVENT THAT THE BIDDER IS UNABLE TO PROVIDE SUCH CERTIFICATION, BUT STILL WISHES TO BE CONSIDERED FOR AWARD OF THIS SOLICITATION, THE BIDDER SHALL FURNISH A WRITTEN EXPLANATION OF THE FACTS SUPPORTING ANY EXCEPTION TO THE REQUIREMENT FOR CERTIFICATION THAT IT CLAIMS. THE BIDDER AGREES TO FULLY COOPERATE WITH THE CITY IN ANY INVESTIGATION UNDERTAKEN BY THE CITY TO DETERMINE WHETHER THE CLAIMED EXCEPTION IS APPLICABLE.

I SOLEMNLY DECLARE, AFFIRM, AND CERTIFY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

(NAME OF COMPANY)

(SIGNATURE)

_____, PRESIDENT/CEO
(PRINTED NAME)

DATE

State of Florida)
)
County of _____)

On this, the ____ day of _____, 2023, before me personally appeared, _____, the **President/CEO** of _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to within this instrument, and acknowledged that they executed the same for the purposes herein contained.

In witness hereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public

EXHIBIT A

IFB 1704386: CANAL CLEANING SERVICES

BID SUBMITTAL CHECKLIST

Use this checklist as a reminder to submit all required documents for this solicitation. It is the responsibility of the Bidder to thoroughly read and understand the solicitation.

- ☐ Certification Statement from IFB 1704386. Completed, signed, and submitted with the bid response.
- ☐ Certifications. Completed and submitted with the bid response. No blank spaces allowed.
- ☐ Attachment B – Reference Submittal Form, completed with three different references. All contact information must be valid. Please check with the agency/client for accurate information, prior to submitting.
- ☐ Attachment D – Subcontractors. Complete regardless of the firm will be subcontracting any services. If your firm will not be subcontracting any work, fill the space with N/A, provide your firm's name, date, name of representative, sign, and return with your bid response.
- ☐ Attachment E – Classification Type I, Federally Funded Projects Bid Price Sheet. Complete and submit this form if your firm is to be considered for Federally Funded Projects.
- ☐ Attachment F – Classification Type II, Non-Federally Funded Projects Bid Price Sheet. Complete and submit this form if your firm is to be considered for Non-Federally Funded Projects.
- ☐ Attachment H – Certification Regarding Lobbying. Must be completed, signed, and submitted with the bid response.
- ☐ Submit a copy of herbicide and sonar spraying license as issued by the State of Florida's Department of Agriculture.
- ☐ A **current**:
 - a.) Certified General Contractor License from the State of Florida Construction Industry License Board **-OR-**
 - b.) the appropriate Certificates of Competency **-OR-**
 - c.) the State Contractor's Certificates of Registration as issued by Palm Beach, Broward, Miami-Dade or Monroe County.
- ☐ Listed on Sunbiz.org as a company registered to do business in the State of Florida for at least the last five (5) consecutive **active** years at the time of bid response.
- ☐ Hold the same Federal Employer Identification Number (FEIN) for the last five (5) consecutive years.
- ☐ Attachment J – Affidavit of Responsibility. Complete, sign and notarize this form to be submitted with bid response.

Note: Failure to submit required documentation will deem your bid non-responsive.

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 2

IFB 1704386

July 5, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

A. The closing date for this solicitation has been changed to July 14, 2023 at 4:00PM.

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.

**Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department**

AP:tg

- c. Juvenal Santana, P.E., Director, Resilience and Public Works
Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: _____

DATE: _____

SIGNATURE: _____

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



ADDENDUM NO. 3

IFB 1704386

July 11, 2023

Invitation for Bid ("IFB"), Canal Cleaning Services

TO: ALL PROSPECTIVE BIDDERS

The following changes, additions, clarifications, and deletions amend the IFB documents of the above captioned IFB and shall become an integral part of the Contract Documents. Deletions of contract language will be specified herein. Bold words and/or figures shall be added. The remaining provisions are now in effect and remain unchanged. Please note the contents herein, reflect same on the documents you have on hand.

A. The following are responses to questions posed to the City:

Q1. Do federally funded projects need to be bonded via a performance bond?

A1. Yes. Federally funded projects will require a performance bond upon assignment of said federally funded project at the time of a declared emergency.

Q2. Regarding tree removal, Where are these items located and with what frequency will they be required to be carried out. Will they be done for (1) single tree/palm or will a group (x) of trees/palms be done per request?

A2. All trees/palms to be removed will be located on the canal bank. The removal will be with a "no fee" permit. The frequency will be as-needed basis. The removal will be paid per single tree/palm.

Q3. Presently all Trees/Palms are trimmed or pruned - Stumps treated, cut or grinded on an as needed basis at no additional cost other than actual work scopes/prices detailed on Items 1 through 4 of the IFB 977382 Canal Cleaning Services. Why is there a need to re-write the services already being provided?

A3. By itemizing tree/palm removal we are keeping track of the amount of trees removed/trimmed in the canal areas.

Q4. During the June 8th Commissioners meeting, one of the commissioners indicated that when he drives by to work every day, he sees dirty canals. Are there any photographs indicating such conditions? Are these canals within the existing contract? If so, which canals are they?

A4. Specific information or photos of the referenced "dirty" canals is not available. Further inspections will be conducted to identify such canal(s) and address with the canal cleaning contract or if the canal is not under City jurisdiction it will be referred to the respective maintaining agency.

Q5. For such reason, as stated by the commissioner, the approval of the contract for Solicitation # 1575386 was postponed so that additional work scopes or a need for additional contractors could be discussed between the commissioners and the company to whom the contract was to be awarded. Meetings were requested with all (5) commissioners on June 8th. Two of the commissioners arranged and set up dates for meetings, the other three never responded to our request for meetings and in the

time lapsing, the contract to be awarded was cancelled in its totality and this new IFB was urgently issued. Why?

A5. Pursuant to Miami City Code Section 18-85, *"All bid awards in excess of \$50,000.00 must be approved by the City Commission upon recommendation by the City Manager. The decision of the City Commission shall be final."* *"The City Commission or the City Manager shall have the authority to reject any or all bids or portions of bids, or to negotiate with the lowest bidder for better pricing."*

Q6. For what reason was the contract for Solicitation # 1575386 cancelled and a new IFB # 1704386 issued if the reasons mentioned by the commissioner were not indicative or pertained to the contract to be awarded?

A6. At the June 8, 2023, City Commission Meeting, the City Commission rejected bids received for IFB 1575386 for Canal Cleaning Services. The City Commission discussion regarding Agenda Item "RE.4" can be found at the following link: [June 8 Commission Meeting](#).

Q7. It was indicated during the Prebid meeting on 6/27/23 that the two lowest bidders would be selected for the contract. Are these to be the Primary Contractor and a Secondary Contractor or are the two contractors expected to carry out the scope of work simultaneously?

A7. Pursuant to Section 2.6, Method of Award, for Classification Type 2, Non-Federally Funded Projects shall be awarded to the two (2) lowest responsive and responsible Bidders who bid on all items on the price sheet. Services areas shall be assigned to the Successful Bidder(s) via work orders at the City's sole discretion, based upon the needs of the City. In the event that there is a sole responsive and responsible Bidder, the City at its sole discretion may award all services areas to the sole responsive and responsible Bidder.

ALL OTHER TERMS AND CONDITIONS OF THE IFB REMAIN THE SAME.

THIS ADDENDUM IS AN ESSENTIAL PORTION OF THE IFB AND SHALL BE MADE A PART THEREOF.



Annie Perez, CPPO
Director/Chief Procurement Officer
City of Miami Procurement Department

AP:tg

c. Juvenal Santana, P.E., Director, Public Works
Yadissa A. Calderon, CPPB, Assistant Director of Procurement

This Addendum shall be signed by an authorized representative and dated by the Bidder and submitted as proof of receipt with the submission of the Bid.

NAME OF FIRM: Aquatic Control Group Inc.

DATE: 07/13/2023

SIGNATURE: 

Attachment B: Reference Submittal Form

IFB 1575386 - Canal Cleaning Services

FIRM NAME: Aquatic Control Group Inc.

Reference Section 2.13	Summarized Requirements: Refer to the details in Section 2 Special Conditions to verify that the information provided will suffice as proof of meeting the requirements of this solicitation.
	Past Performance Reference Check #1
	Company/Organization Name: <u>City of Fort Lauderdale</u> Contract # <u>RFP 12285-595</u>
	Address: <u>101 andrews Ave</u>
	Contact Person: <u>Melissa Doyle</u>
	Contact Phone Number and Email: <u>954-828-6111</u> <u>mdoyle@fortlauderdale.com</u>
	Date of Contract or Sale: <u>01/2020</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>Canal maintenance and Debris Removal for 165 miles of waterway maintenance</u> Value <u>1,123,200.00</u>
	Past Performance Reference Check #2
	Company/Organization Name: <u>Miami Dade Aviation</u> Contract # <u>FB-01370</u>
	Address: <u>4200 NW 36 Street Miami, FL 33166</u>
	Contact Person: <u>Mike Bedell</u>
	Contact Phone Number and Email: <u>305-876-7380</u> <u>mbedell@miami-airport.com</u>
	Contact E-mail (if applicable): <u>mbedell@miami-airport.com</u>
	Date of Contract or Sale: <u>11/2020</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>Debris removal and aquatic maintenance</u> <u>\$1,151,200.00</u>
	Past Performance Reference Check #3
	Company/Organization Name: <u>St Lucie County</u>
	Address: <u>3071 Oleander Ave, Fort Pierce, FL 34982</u> Contract # <u>36-0-2023</u>
	Contact Person: <u>Shannon Mierass</u>
	Contact Phone Number and Email: <u>772-462-1813</u>
	Contact E-mail (if applicable): <u>mierass@stlucieco.org</u>
	Date of Contract or Sale: <u>02/2022</u>
	Prime or Subcontractor: <u>Prime</u>
	Other (Description of Service, Total dollar value of Contract, etc.): <u>Remove Veggatation and trees along canal banks</u> <u>\$598,480.00</u>

POLICY NUMBER:

APM- 2-19

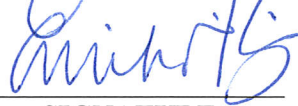
DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.

City Manager/Designee



SIGNATURE

CITY OF MIAMI



ADMINISTRATIVE POLICY

**REVISED
SECTION**
Created

REVISIONS

**DATE OF
REVISION**
3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.¹** Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

Aquatic Control Group Inc.

06/28/2023

Mark Brook President



ATTACHMENT H

CERTIFICATION REGARDING LOBBYING

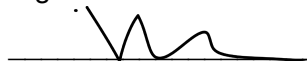
The undersigned certifies, to the best of his/her knowledge, that:

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

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

The Contractor, Aquatic Control Group Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor/Contractor's Authorized Official



Name and Title of Contractor/Contractor's Authorized Official

Mark Brooks - President

Date: 06/25/2023

ATTACHMENT J (Revised)



INVITATION FOR BID ("IFB") NO. 1704386
FOR CANAL CLEANING SERVICES
CERTIFICATION STATEMENT AFFIRMATION AFFIDAVIT

I, Mark Brooks, AS PRESIDENT/CEO OF Aquatic Control Group Inc.
("Company"), HEREBY DECLARE, AFFIRM, AND CERTIFY THE FOLLOWING STATEMENTS:

(1) THE PRINCIPAL(S) OF Aquatic Control Group Inc. IS/ARE

Mark Brooks and Jorge Salazar; AND

(2) NO PRINCIPAL HAS COMMITTED FRAUD OR THEFT, HAS FILED FOR OR BEEN THE SUBJECT OF BANKRUPTCY, HAS BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES, OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING; AND

(3) NO COMPANY REPRESENTATIVE OR PERSONNEL HAS COMMITTED FRAUD OR THEFT; BEEN SUMMONED TO RESPOND TO CRIMINAL CHARGES OR BEEN CONVICTED UNDER FEDERAL OR STATE STATUTES OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, RECEIVING STOLEN PROPERTY, OR ANY OTHER OFFENSE INDICATING A LACK OF BUSINESS INTEGRITY, GOOD FAITH, OR FAIR DEALING.

PURSUANT TO IFB GENERAL TERMS AND CONDITIONS SECTION 1.25, WHICH INCORPORATES SECTION 18-107 OF THE PROCUREMENT CODE, ALL CONTRACTS FOR GOODS AND SERVICES, SALES, AND LEASES ISSUED BY THE CITY SHALL INCLUDE A CERTIFICATION THAT NEITHER THE CONTRACTUAL PARTY NOR ANY OF ITS PRINCIPAL OWNERS OR PERSONNEL HAVE BEEN CONVICTED OR HAVE COMMITTED ANY OF THE VIOLATIONS SET FORTH IN THE REFERENCED IFB GENERAL TERMS AND CONDITIONS SECTION 1.25.

IN THE EVENT THAT THE BIDDER IS UNABLE TO PROVIDE SUCH CERTIFICATION, BUT STILL WISHES TO BE CONSIDERED FOR AWARD OF THIS SOLICITATION, THE BIDDER SHALL FURNISH A WRITTEN EXPLANATION OF THE FACTS SUPPORTING ANY EXCEPTION TO THE REQUIREMENT FOR CERTIFICATION THAT IT CLAIMS. THE BIDDER AGREES TO FULLY COOPERATE WITH THE CITY IN ANY INVESTIGATION UNDERTAKEN BY THE CITY TO DETERMINE WHETHER THE CLAIMED EXCEPTION IS APPLICABLE.

I SOLEMNLY DECLARE, AFFIRM, AND CERTIFY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Aquatic Control Group Inc. (NAME OF COMPANY)

(SIGNATURE)

Mark Brooks, PRESIDENT/CEO
(PRINTED NAME)

DATE

State of Florida)

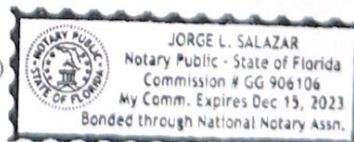
County of Miami-Dade)

On this, the 27 day of JUNE, 2023, before me personally appeared, Mark Brooks, the President/CEO of Aquatic Control Group Inc., known to me (or satisfactorily proven) to be the person whose name is subscribed to within this instrument, and acknowledged that they executed the same for the purposes herein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)





CITY OF MIAMI BUSINESS TAX RECEIPT

FY 22- 23

ISSUED:

Oct 01, 2022

Robert Santos-Alborna
Director, Code Compliance

BUSINESS NAME: Aquatic Control Group inc.

DBA:

BTR HOLDER NAME: Aquatic Control Group inc.

BUSINESS ADDRESS: 1501 NW 37 ST

EXPIRES: Effective Year Oct. 1 2022 Thru Sep. 30 2023

ACCOUNT NUMBER: 152764

RECEIPT NUMBER: 180239

COMMENTS: ADMINISTRATIVE OFFICE

RESTRICTIONS:

This issuance of a business tax receipt does not permit the holder to violate any zoning laws of the City nor does it exempt the holder from any license or permits that may be required by law. This document does not constitute a certification that the holder is qualified to engage in the business, profession or occupation specified herein. The document indicates payment of the business tax receipt only.



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

www.miamigov.com



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
AQUATIC CONTROL GROUP INC

Filing Information

Document Number	P11000091534
FEI/EIN Number	82-1946936
Date Filed	10/19/2011
Effective Date	10/15/2011
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	07/07/2017

Principal Address

1501 NW 37 Street
MIAMI, FL 33142

Changed: 04/18/2018

Mailing Address

8910 School House Road
Coral Gables, FL 33156

Changed: 04/18/2018

Registered Agent Name & Address

Brooks, Mark
8910 Schoolhouse Road
Miami, FL 33156

Name Changed: 02/09/2019

Address Changed: 02/09/2019

Officer/Director Detail

Name & Address

Title VP, Secretary, Treasurer, Director

Salazar, Jorge Luis
3604 NW 7 Street
Miami, FL 33125

Title President, Director

Brooks, Mark
8910 School House Road
Coral Gables, FL 33156

Annual Reports

Report Year	Filed Date
2021	01/27/2021
2022	01/25/2022
2023	02/04/2023

Document Images

02/04/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- ANNUAL REPORT	View image in PDF format
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04/18/2018 -- ANNUAL REPORT	View image in PDF format
12/15/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
07/07/2017 -- REINSTATEMENT	View image in PDF format
02/01/2012 -- ANNUAL REPORT	View image in PDF format
10/19/2011 -- Domestic Profit	View image in PDF format



CITY OF MIAMI

CERTIFICATE OF USE

FIRE SAFETY PERMIT

FY 22- 23

ISSUED:
Apr 03 2018

BUSINESS NAME:	Aquatic Control Group inc.
DBA:	
BUSINESS ADDRESS:	1501 NW 37 ST
EXPIRES:	2023-09-30
ACCOUNT NUMBER:	152764
CERTIFICATE NUMBER:	1804000734
COMMENTS:	Administrative Office
RESTRICTIONS:	

APPROVED USE(S):

CU06 -General Commercial - Office



- PLEASE DISPLAY THIS CERTIFICATE IN A CONSPICUOUS LOCATION AT OCCUPANCY ADDRESS.
- FAVOR DE MOSTRAR ESTE CERTIFICADO EN UN SITIO VISIBLE EN LA DIRECCION DEL COMERCIO.
- TANPRI AFICHE SÈTIFIKA SA A NAN YON KOTE KONSIDÈB NAN ADRÈS OKIPANS.

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CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: 1704386 (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: Invitation for Bid Canal Cleaning Services

Aquatic Control Group (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

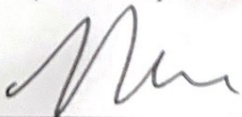
Bidder/Proposer Local Office Address: 1501 NW 37 Street Miami, FL 33142

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Exempt Cite Exemption: _____
	Miami-Dade County: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Mark Brooks

Print Name (Bidder/Proposer Authorized Representative)



Signature

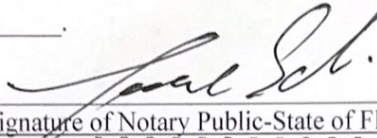
11-27-2013

Date

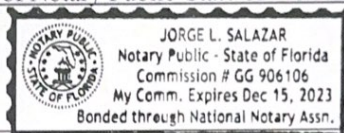
STATE OF FLORIDA
COUNTY OF Miami Dade

Certified to and subscribed before me this 27 day of JUNE, 2023, by

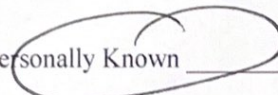
Mark Brock


(Signature of Notary Public-State of Florida)

(NOTARY SEAL)



(Name of Notary Typed, Printed, or Stamped)

Personally Known  OR Produced Identification _____

Type of Identification Produced _____

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &
PROFESSIONAL REGULATION



Department of Business
& Professional Regulation

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LICENSEE DETAILS

2:43:11 PM 12/16/2022

Licensee Information

Name:	FERNANDEZ, GERARDO (Primary Name) GEF CONSTRUCTION CORP (DBA Name)
Main Address:	1420 SOUTH WEST 92ND AVE MIAMI Florida 33174
County:	DADE

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC1511261
Status:	Current,Active
Licensure Date:	05/19/2006
Expires:	08/31/2024

Special Qualifications

Qualification Effective

Construction Business	05/19/2006
------------------------------	-------------------

Alternate Names

--

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

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



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LICENSEE SEARCH OPTIONS

10:20:32 AM 8/24/2023

Data Contained In Search Results Is Current As Of 08/24/2023 10:19 AM.

Search Results - 2 Records

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

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

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Certified General Contractor	FERNANDEZ, GERARDO	Primary	CGC1511261 Cert General	Current, Active 08/31/2024
Main Address*: 1420 SOUTH WEST 92ND AVE MIAMI, FL 33174				
Certified General Contractor	GEF CONSTRUCTION CORP	DBA	CGC1511261 Cert General	Current, Active 08/31/2024
Main Address*: 1420 SOUTH WEST 92ND AVE MIAMI, FL 33174				

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

* denotes

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

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

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

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

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July 7, 2023

RE: Letter of recommendation for Aquatic Control Group

To Whom It May Concern:

Aquatic Control Group provides service to the City of Fort Lauderdale under contract 12285-595 *Waterways Cleaning and Reporting Services* (since October 2019) and contract #12700-823 *Landscaping and Maintenance- Melrose Park and River Oaks* (beginning October 2022).

Under contract 12285-595 *Waterways Cleaning and Reporting Services*, Aquatic Control Group (ACG) provides cleaning services throughout the City's 165 miles of waterways each month. Their services include debris removal from the waterways which includes everything from palm fronds and litter to floating docks, trees, marine pilings and dead animals. In addition, ACG has been a valued partner during emergencies such as fish kills and sewage spills. ACG has provided aerators to improve oxygen saturation in the water column as well as the provision and installation of turbidity curtains to prevent contamination from spreading.

Under contract 12700-823, ACG provides cutting, trimming, herbicidal application, aquatic harvesting and tree removal from the City's Melrose Park and River Oaks preserves, both of which provide essential stormwater functions.

Should you have any questions, please contact me at mdoyle@fortlauderdale.gov or (954) 828-6111.

Sincerely,

Melissa Doyle

Division Manager- City of Fort Lauderdale

Sustainability Division of Public Works



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Jorge Bracamonte; Jessie Sloan; Karla Tomaszewski

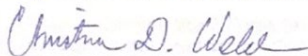
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): \$20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

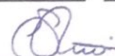
The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company


State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

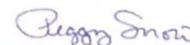
State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027



Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.



Dated this 10th day of July, 2023


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Aquatic Control Group, LLC.

(Here insert full name and address or legal title of Contractor)

1501 NW 37 Street Miami, FL 33142

as Principal, hereinafter called the Principal, and

(Here insert full name and address or legal title of Surety)

FCCI Insurance Company

6300 University Parkway Sarasota, FL 34240-8424

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Miami

444 SW 2nd Avenue, 6th Floor Miami, Florida 33130

as Obligor, hereinafter called the Obligor, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The Principal has submitted a bid for

(Here insert full name, address and description of project)

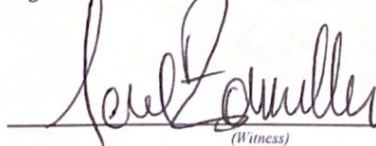
Invitation for Bid for Canal Cleaning Services - IFB Number 1704386

Canal Cleaning Services at various locations in Miami, FL

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th

day of July, 2023


(Witness)

Aquatic Control Group, LLC.

(Principal)


(Seal)

Mark Brooks, President

(Title)

FCCI Insurance Company

(Surety)


Payton Olsen (Witness)


Jessie Sloan

(Title) Attorney-In-Fact &
Florida Licensed Resident Agent



Inquiries: (321) 800-6594



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center

444 SW 2nd Avenue, 6th Floor

Miami, Florida 33130

Web Site Address: www.miamigov.com/procurement

IFB Number:	1704386
Title:	Invitation for Bid for Canal Cleaning Services
Issue Date/Time:	June 22, 2023
IFB Closing Date/Time:	July 10, 2023 @ 4:00PM
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	June 27, 2023 @ 11:30AM
Pre-Bid/Pre-Proposal Location:	VIRTUAL
Deadline for Request for Clarification:	July 3, 2023 @ 2:00PM
Contracting Officer:	TAHLIA GRAY
Hard Copy Submittal Location:	NO HARDCOPIES SUBMITTALS ALLOWED
Contracting Officer E-Mail Address:	TGRAY@MIAMIGOV.COM
Contracting Officer Facsimile:	305-400-5019

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: Aquatic Control Group Inc.

ADDRESS: 1501 NW 37 Street, Miami FL 33142

PHONE: 305-546-4423 FAX: _____

EMAIL: aquaticplantmgt@gmail.com CELL(Optional): _____

SIGNED BY: 

TITLE: President DATE: 06/25/2023

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Aquatic Control Group Inc.

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

Corporation

Year Established:

03/2011

Office Location: City of Miami, Miami-Dade County, or Other

1501 NW 37 Street, Miami FL 33142

Business Tax Receipt/Occupational License Number:

City of Miami Lisc# 152764

Business Tax Receipt/Occupational License Issuing Agency:

City of Miami

Business Tax Receipt/Occupational License Expiration Date:

Sept 30,2023

Federal Employee Identification Number (FEIN):

FID# 82-1946936

Will Subcontractor(s) be used? (Yes or No) If yes, complete Attachment D - Subcontractors and submit with your bid response.

Yes

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e., Addendum No. 1, 1/10/20). If no addendum/addenda was/were issued, please insert N/A.

Addendum #1 June 23,2023 Addendum #2 July 6, 2023 Addendum #3 July 11 2023

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO? (The City of Miami Local Office Certification form is attached to this solicitation as Attachment G - Local Office Certification.)

Yes

IMPORTANT NOTICE TO BIDDERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATIONS SECTION WILL RENDER YOUR BID NON-RESPONSIVE.
- FAILURE TO COMPLETE AND UPLOAD ANY REQUIRED DOCUMENTS WILL RENDER YOUR SUBMISSION AS NON-RESPONSIVE
- IF ANY DOCUMENT IS TOO LARGE FOR UPLOADING, SPLIT THE DOCUMENT INTO MULTIPLE FILES, NAME THE FILES APPROPRIATELY AND UPLOAD INTO PERISCOPE.
- CONTACT PERISCOPE VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, OR EMAIL S2G-SUPPORT@PERISCOPEHOLDINGS.COM, FOR PERISCOPE TECHNICAL DIFFICULTIES AND PROBLEMS.

General Terms and Conditions

1.0 GENERAL TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB) -

References to goods only apply insofar as they are applicable to "Goods" as defined in Section 18-73 of the City Code. References to "Professional and Personal Services" are as defined in Section 18-73 of the City Code.

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A Formal Solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami (City) Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1 ACCEPTANCE OF GOODS - Any good(s) delivered under this Formal Solicitation, if applicable, shall remain the property of the Bidder until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Successful Bidder(s)/Contractor and return the product to the Successful Bidder(s)/Contractor at the Successful Bidder(s)/Contractor's expense.

1.2 ACCEPTANCE OF OFFER - The signed or electronic submission of a Bidder's response shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

1.3 ACCEPTANCE/REJECTION - The City reserves the right to accept, reject any or all, or portion of responses after opening/closing date, and request re-issuance on the goods/services described in the Formal Solicitation. In the event of a rejection, the Director of Procurement shall notify all affected Bidders and provide a written explanation for such rejection. The City also reserves the right to reject the Response of any Bidder which has previously failed to properly perform under the Terms and Conditions of a City Contract, to deliver on time contracts of a similar nature, and which is not capable to perform the requirements defined in this Formal Solicitation. The foregoing is not an all-inclusive list of reasons for which a response may be rejected. The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its sole discretion, re-issue the Formal Solicitation.

Type text here

1.4 ADDENDA - It is the Bidder's responsibility to ensure receipt of all Addenda. Responses to questions/inquiries from prospective Bidders will be provided in the form of an Addendum. Addenda are available on the Periscope Procurement Solutions Platform ("Periscope") only.

1.5 ALTERNATE RESPONSES -Alternate responses will not be considered, unless specifically requested by the City.

1.6 ASSIGNMENT - Successful Bidder(s)/Contractor agrees not to subcontract, assign, transfer, convey,

sublet, pledge, encumber, or otherwise dispose of the resulting Contract, in whole or in part, or any or all of its rights, title or interest herein, without the City's prior written consent.

1.7 ATTORNEY'S FEES - In connection with any litigation, appellate, administrative, mediation, and/or arbitration arising out of the resulting Contract, each party shall bear their own attorney's fees through and including, appellate litigation and any post-judgment proceedings.

1.8 AUDIT RIGHTS AND RECORDS RETENTION -The Successful Bidder(s)/Contractor agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Successful Bidder(s)/Contractor which are directly pertinent to this Formal Solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder(s)/Contractor shall maintain and retain any and all of the books, documents, papers, and records pertinent to the resulting Contract for three (3) years after the City makes final payment and all other pending matters are closed. Successful Bidder(s)'s/Contractor's failure to, or refusal to comply with this condition, shall result in the immediate cancellation of this Contract by the City. The Audit Rights set forth in Section 18-102 of the City Code apply as supplemental terms and are deemed as being incorporated by reference herein.

1.9 AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Bidder(s)/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

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

1.10 AWARD OF CONTRACT -

- A. The Formal Solicitation, any addenda issued, the Bidder's response, and the Purchase Order shall constitute the entire Contract, unless modified in accordance with any ensuing Contract, or amendment.
- B. The award of a Contract, where there are Tie Bids, the tie breaker will be decided by the Director of Procurement or designee, in the instance that Tie Bids cannot be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.
- C. The award of this Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications/Scope of Work. Bidder may be found non-responsive if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is found non-responsive, the City, through action taken by the Department of Procurement, will void its acceptance of the Bidder's Response and may accept the Response from the next lowest responsive, responsible Bidder most advantageous to the City or may re-solicit for the goods/services. The City, at its sole discretion, may seek monetary restitution from Bidder and/or its bid bond or guaranty, and/or similar security, if applicable, as a result of damages or increased costs

sustained as a result of the Bidder's failure to satisfy the City's requirements.

- D. The term of the Contract shall be specified in one of three documents which shall be issued to the Successful Bidder(s). These documents may either be, a Purchase Order, Notice of Award, and/or Contract Award Sheet.
- E. The City reserves the right to automatically extend this Contract for up to one hundred eighty (180) calendar days beyond the stated Contract term, in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right to extend is exercised, the City shall notify the Successful Bidder(s)/Contractor, in writing, of its intent to extend the Contract in accordance with the existing terms and conditions for a specified number of days. Additional extensions beyond the first one hundred eighty (180) day extension may occur, if, the City and the Successful Bidder(s)/Contractor are in mutual agreement of such extensions.
- F. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.
- G. The City reserves the right to award the Contract on a split-order, lump sum, individual-item basis, or such method of award in the best interest of the City, unless otherwise specified.
- H. A Contract may be awarded to the Successful Bidder(s)/Contractor by the City Commission based upon the minimum qualification requirements reflected herein.

1.11 BID BOND/ BID SECURITY - A cashier's or certified check issued by a bank authorized to transact banking business in Florida, or a Bid Bond/Bid Security signed by a surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount as specified in the bid, is required from all Bidders, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder will accept the Contract, as bid, if it is awarded to Bidder. Bidder shall forfeit bid deposit to the City, should City award Contract to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unSuccessful Bidder(s)s within ten (10) days after the award and Successful Bidder(s)'s acceptance of award. If one hundred eighty (180) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12 BID SECURITY FORFEITED LIQUIDATED DAMAGES -Failure to execute a Contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Bond/Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained which cannot be determined at the time of award. Award may then be made to the next lowest responsive and responsible Bidder, or all Bid responses may be rejected.

1.13 BID RESPONSE FORM - All required forms in the Formal Solicitation should be completed, signed, and submitted accordingly as specified to in the Formal Solicitation. Digital signatures may only be utilized if expressly permitted in the solicitation.

1.14 BRAND NAMES - If, and wherever in the specifications, brand names, makes, models, names of any manufacturers, trade names, or Bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the City does

not desire to rule out other competitors' brands or makes, the phrase "APPROVED EQUAL" is added. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive or exclusive. The Bidder shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following: Equal in every important attribute, to include industry quality measurable standard, quality of product, accessibility of distribution, durability/reliability/dependability and warranty coverage, and the delivery schedule.

When bidding an "APPROVED EQUAL", Bidders shall submit, with their response, complete sets of necessary data (e.g., factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The Bidder shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The City shall be the sole judge of equality and its decision shall be final. The City shall determine in its sole discretion, subject to the concurrence of the Project Manager whether goods are acceptable as an equivalent. Unless otherwise specified, evidence in the form of samples may be requested, if the proposed brand is other than specified by the City. Such samples are to be furnished after Formal Solicitation opening/closing, upon request of the City. If samples are requested by the City, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

When "NO SUBSTITUTION" is used in conjunction with a manufacturer's name, brand name, and/or model number, that named item is the only item that will be accepted by the City in that particular instance.

1.15 CANCELLATION -The City reserves the right to cancel this Formal Solicitation, before its opening/closing. In the event of cancellation, the Director of Procurement shall notify all prospective Bidders and provide a written explanation for the cancellation. There shall be no recourse against the City for a cancellation made in accordance with this Section.

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

1.17 CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder, any subcontractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction, or other legal or equitable proceedings, or on account of any delay for any cause over which the City has no control.

1.18 COLLUSION - Bidder, by submitting a response, certifies that its response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Bid for the same goods/services, or with the City of Miami's Procurement Department or initiating department. The Bidder certifies that its response is fair, without control, collusion, fraud, or other illegal action. Bidder certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

1.19 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Successful Bidder(s)/Contractor understands that contracts between private entities and local governments are subject to certain laws, codes, and regulations, including laws pertaining to public records, sunshine (open meetings), conflict of interest, ethics records keeping, etc. City and Successful Bidder(s)/Contractor agree to comply with and observe all applicable laws, codes, regulations, and ordinances, and to secure all applicable public approvals and/or consents, of any governmental agency and/or owner of intellectual property rights as that may in any way affect the goods or services offered, including, but not limited to:

- A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- E. Uniform Commercial Code (Florida Statutes, Chapter 672).
- F. Americans with Disabilities Act of 1990, as amended.
- G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.
- H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.
- I. City Procurement Ordinance, City Code Section 18, Article III.
- J. Conflict of Interest, City Code Section 2-611;61.
- K. Cone of Silence, City Code Section 18-74.
- L. The Florida Statutes Sections 218.70 to 218.79, the Prompt Payment Act.

Lack of knowledge by the Successful Bidder(s)/Contractor will in no way be a cause for relief from responsibility. Non-compliance with all applicable local, State, and Federal directives, orders, codes, rules, regulations, and laws may be considered grounds for termination of Contract at the option of the City Manager.

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

1.20 CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each Formal Solicitation once advertised and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Formal Solicitations for the provision of goods and services for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding Formal Solicitations between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff

including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs.

The provision does not apply to, among other communications: oral communications with the City Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the Formal Solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-bid conferences, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable Formal Solicitation documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular Formal Solicitation by City Procurement staff.

Bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk's Office, which shall be made available to any person upon request. Written communications may be in the form of an e-mail, or fax with a copy to the City Clerk's Office being required.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any award voidable. A violation by a particular Bidder, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami Dade County Commission on Ethics.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk's Office at 305-250-5360 or clerks@miamigov.com, to obtain a copy of same.

1.21 CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Government in the Sunshine (public Meetings) Act and Public Records Act. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22 CONFLICT OF INTEREST - Bidders, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, Bidder shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in Bidder's firm.

- A. Bidder further agrees not to use or attempt to use any knowledge, property, or resource which may be within his/her trust, or perform his/her duties, to secure a special privilege, benefit, or exemption for himself/herself, or others. Bidder may not disclose or use information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal, or benefit, or for the personal gain, or benefit of any other person, or business entity.
- B. Bidder hereby acknowledges that he/she has not contracted or transacted any business with the City or

any person, or agency acting for the City, and has not appeared in representation of any third party before any board, Commission, or agency of the City within the past two years. Bidder further warrants that he/she is not related, specifically the spouse, son, daughter, parent, brother, or sister, to: (i) any member of the Commission; (ii) the Mayor; (iii) any City employee; or (iv) any member of any board or agency of the City.

- C. A violation of this section may subject the Bidder to immediate termination of any contract with the City, and 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.

1.23 COPYRIGHT OR PATENT RIGHTS - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Formal Solicitation, and Bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24 COST INCURRED BY BIDDER - All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be borne by the Bidder.

1.25 DEBARMENT AND SUSPENSIONS (SECTION 18-107) -

- A. **Authority and requirement to debar/suspend.** After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of City Contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of City Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar/suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.
- B. **Causes for debarment/suspension.** Causes for debarment or suspension include the following:
 - 1. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.
 - 2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
 - 3. Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
 - 4. Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a

party shall not be considered a basis for debarment/suspension.

5. Debarment/suspension of the Contractual Party by any federal, state or other governmental entity.
 6. False certification pursuant to paragraph C below.
 7. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
 8. Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
 9. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.
- C. **Certification.** All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).
- D. **Debarment and suspension decisions.** Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26 DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response for a solicitation to provide goods or services to a public entity; may not submit a Response to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.27 DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Successful Bidder(s)/Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated.

Upon default by the Successful Bidder(s)/Contractor to meet any terms of a Contract, the City will notify the Successful Bidder(s)/Contractor of the default and will provide the Successful Bidder(s)/Contractor three (3) days (weekends and holidays excluded) upon notification, by the City, to remedy the default. Failure by the Successful Bidder(s)/Contractor to correct the default within the required three (3) days, shall result in the Contract being terminated upon the City notifying in writing the Successful Bidder(s)/Contractor of its intentions and the effective date of the termination. The following shall constitute default:

- A. Failure to perform the work or deliver the goods/services required under the Contract, and/or within the time required, or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.
- B. Failure to begin the work under this Contract within the time specified.

- C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.
- D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.
- E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder(s)/Contractor incapable of performing the work in accordance with, and as required by the Contract.
- F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default, or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due, or which may become due on this Contract to the Successful Bidder(s)/Contractor.

1.28 DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

- A. Responsive Bid is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.
- B. Determination of Responsibility. A Responsible Bidder shall mean a Bidder who has submitted a Bid and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.
 - 1. Bids will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.
 - 2. The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity, in making the award.
 - 3. The City may require the Bidder(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29 DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount prices offered in the Response shall be fixed after the award of a Contract by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts, off the original prices quoted in the Response, will be accepted from Successful Bidder(s)/Contractor during the term of the Contract. Such discounts shall remain in effect for a minimum of one hundred and eighty (180) days from approval by the City Commission. Any discounts offered by a manufacturer to Successful Bidder(s)/Contractor will be passed on to the City.

1.30 DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or omissions in the Formal Solicitation, or Addenda (as applicable), should be reported in writing to the City's Procurement Department. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will become part of the Purchase Order (Contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

- A. Order of Precedence. Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.
1. Addenda (if applicable)
 2. Specifications
 3. Special Conditions
 4. General Terms and Conditions

1.31 EMERGENCY/DISASTER PERFORMANCE -In the event of a natural disaster or other emergency, or disaster situation, the Successful Bidder(s)/Contractor shall provide the City with the commodities/services defined within the scope of this Formal Solicitation at the price contained within Bidder's response. Further, Successful Bidder(s)/Contractor shall deliver/perform for the City on a priority basis during such times of emergency.

1.32 ENTIRE BID CONTRACT -The Bid Contract consists of any amendments to the Bid Contract, the Formal Solicitation, including any addenda, Bidder's Response and any written agreement entered into by the City of Miami and Successful Bidder(s)/Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding, and representations, if any, made by and between the parties. To the extent that the Bid Contract conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Bid, the Formal Solicitation, including any addenda, and then the Bid shall control. This Contract may be amended only in writing by the City through the City Manager.

1.33 ESTIMATED QUANTITIES - Estimated quantities or dollars are provided for the Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage during a previous contract period and (b) the City may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this Contract. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The City is not obligated to place an order for any given amount subsequent to the award of the Contract. Said estimates may be used by the City for purposes of determining the low Bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid or at lower prices in this Formal Solicitation.

1.34 EVALUATION OF RESPONSES –

A. Rejection of Bids. The City may reject a Bid for any of the following reasons:

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

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

B. Elimination from Consideration.

1. A Bid Contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
2. A Bid Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions of any previous contract with the City or failed to deliver on time, under contracts of a similar nature.
3. A Bid contract may not be awarded to any person or firm who has been debarred by the City, in accordance with the City's Debarment and Suspension Ordinance (Section 18-107), or is currently debarred by the State of Florida or any political subdivision, or is on the convicted vendor's list per Section 287.133, Florida Statutes.

1.35 EXCEPTIONS TO GENERAL TERMS AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS -

Exceptions to the specifications shall be listed in the Bid and shall reference the applicable section. Any exceptions to the General Terms and/or Special Conditions shall be cause for a Bid to be considered non-responsive.

1.36 FREIGHT ON BOARD (F.O.B) DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of Bid.

1.37 FIRM PRICES - The Bidder warrants that prices, terms, and conditions quoted in its Bid will be firm throughout the duration of the Bid Contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance, or resulting purchase orders, or Bid Contracts.

1.38 FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

- A. **Florida Minimum Wage.** In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Bidder(s)'s/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States

Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Bidder's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Bidder must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Bidder(s)'s/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request, and the Successful Bidder(s)/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

- B. **City of Miami Living Wage Ordinance.** The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017, by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Section 18-557 of the City Code for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39 GOVERNING LAW AND VENUE - The validity and effect of any Bid Contract as a result of this Formal Solicitation shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of the Bid Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40 HEADINGS AND TERMS - The headings to the various paragraphs of the Bid Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way, the expressed terms and conditions hereof.

1.41 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person, firm, or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI), and/or Protected Health Information (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the City of Miami Privacy Standards. HIPAA mandates for privacy, security, and electronic transfer standards, which include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (i.e., paper records, and/or electronic transfer of data). The Successful Bidder(s)/Contractor must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Successful Bidder(s)/Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder(s)/Contractor and persons employed or utilized by Successful Bidder(s)/Contractor in the performance of this Contract. The Successful Bidder(s)/Contractor shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder(s)/Contractor shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder(s)/Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder(s)/Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder(s)/Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder(s)/Contractor, or persons employed or utilized by the Successful Bidder(s)/Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder(s)/Contractor shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder(s)/Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder(s)/Contractor in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder(s)/Contractor or other acts of the Successful Bidder(s)/Contractor, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder(s)/Contractor or sub-consultant/contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder(s)/Contractor.

1.43 FORMATION AND DESCRIPTIVE LITERATURE - Bidders must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous bid, or on file with the City, will not satisfy this provision.

1.44 INSPECTIONS - The City may, at reasonable times during the term of the Bid Contract, inspect Successful Bidder(s)'s/Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Successful Bidder(s)/Contractor, under the Bid Contract conform to the terms and conditions of the Formal Solicitation. Successful Bidder(s)/Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-101) City Code, as same may be amended or supplemented, from time to time, which, in conjunction with Section 18-102, providing for audits of City contractors, are applicable and are deemed as being incorporated by reference as supplemental terms.

1.45 INSPECTION OF BID - Bids received by the City, pursuant to a Formal Solicitation, will not be made available until such time as the City provides notice of a decision, or intended decision, or within 30 days after bid closing, whichever is earlier. Bid results will be tabulated and may be furnished upon request, via fax or e-mail, to the City's Procurement Contracting Officer, issuing the Formal Solicitation. Tabulations are also available on the City's website following a recommendation for award.

1.46 INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Bidder(s)/Contractor, shall furnish the evidence of insurance to the Procurement Department, as applicable. Submitted evidence of insurance shall demonstrate strict compliance with all requirements stipulated in the Special Conditions section titled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the certificate of

insurance is received within the specified time frame but not in the manner prescribed in the Formal Solicitation, the Successful Bidder(s)/Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Bidder(s)/Contractor fails to submit the required insurance documents in the manner prescribed in the Formal Solicitation within fifteen (15) calendar days after receipt of the Notice of Award, the Successful Bidder(s)/Contractor shall be in default of the contractual terms and conditions and will not be awarded the contract. Information regarding any insurance requirements shall be directed to the Risk Management Director, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1384.

The Successful Bidder(s)/Contractor shall be responsible for ensuring that the insurance documents required in conjunction with this Section remain in effect for the duration of the contractual period; including any renewals and extensions that may be exercised by the City.

1.47 INVOICES - Invoices submitted by Successful Bidder(s)/Contractor to the City shall include the Purchase Order number and description of goods and/or services delivered (i.e., quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48 LOCAL PREFERENCE -City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

1.49 MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Bidders a separate Manufacturer's Certification of all statements made in the Bid. Failure to provide such certification may result in the rejection of the Bid, or termination of the Bid Contract, for which the Bidder/Successful Bidder(s)/Contractor shall bear full liability.

1.50 MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No Contract or understanding to modify the Formal Solicitation and the resultant Purchase Order(s) or Bid Contract, if applicable, shall be binding upon the City, unless made in writing by the City's Director of Procurement through the issuance of a change order, addendum to the Bid Contract, Purchase Order, or award sheet, as applicable, or via a written amendment by the City Manager.

1.51 MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder(s)/Proposer grants now or in the future to a similarly situated local government.

1.52 NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in the Bid Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Bidder(s)/Contractor, or to create any other similar relationship between the parties.

1.53 NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with

specifications under the direction of the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories as determined by the City. The data derived from any test for compliance with specifications is public record, and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered, not conforming to specifications may be rejected, and returned at Successful Bidder(s)/Contractor's expense. The non-conforming items not delivered in accordance with the stipulated delivery date in the Bid and/or Purchase Order, may result in Successful Bidder(s)/Contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulted Successful Bidder(s)/Contractor. Any violation of the above stipulations may also result in the Successful Bidder(s)/Contractor being removed from the City's supplier's list.

1.54 NONDISCRIMINATION - Successful Bidder(s) shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Successful Bidder(s) shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by City, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Successful Bidder(s) shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Successful Bidder(s) affirms that it shall not discriminate as to race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used in connection with its performance under the Formal Solicitation. Furthermore, Successful Bidder(s) affirms that no otherwise qualified individual shall solely by reason of their race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used, be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity. In connection with the conduct of its business, including performance of services and employment of personnel, Successful Bidder(s) shall not discriminate against any person on the basis of race, age, religion, color, gender, gender identity, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55 NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve in the City's best interest, the City reserves the right to advertise for, receive, and award additional contracts for the goods and/or services described herein, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources, for the purchase of the goods and/or services described herein, as may be available in accordance with the applicable provisions of the City of Miami Procurement Ordinance.

It is hereby agreed and understood that the Formal Solicitation does not constitute the exclusive rights of the Successful Bidder(s)/Contractor(s) to receive all orders that may be generated by the City, in conjunction with the Formal Solicitation.

In addition, any and all goods, and/or services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under the Formal Solicitation, unless such purchases are determined to be in the best interest of the City.

1.56 NOTICE REGARDING "CURES" - Bids submitted with irregularities, deficiencies, and/or

technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after May 6, 2019, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and are not waivable by the city.

BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS IFB SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Bids that fail to meet the minimum qualifications and submission requirements of this IFB. Proposer understands that non-responsive Bids will not be evaluated.

1.57 OCCUPATIONAL LICENSE/BUSINESS TAX RECEIPT - Any person, firm, corporation, or joint venture, with a business location within the City's municipal boundaries and is submitting a Bid under the Formal Solicitation shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside of the City's municipal boundaries shall meet their local Occupational License/Business Tax Receipt requirements. A copy of the Occupational License/Business Tax Receipt must be submitted with the Bid; however, the City may, in its sole discretion, and in its best interest, allow the Bidder to provide the Occupational License/Business Tax Receipt to the City during the evaluation period, but prior to award. A Certificate of Use ("CU") will be required if applicable under City regulations.

1.58 ONE PROPOSAL - Only one (1) Bid from an individual, firm, partnership, corporation, or joint venture will be considered in response to the Formal Solicitation, unless otherwise stipulated in the Formal Solicitation.

1.59 OWNERSHIP OF DOCUMENTS - It is understood by and between the parties, that any documents, records, files, or any other matter whatsoever, which is given by the City to the Successful Bidder(s)/Contractor, pursuant to the Formal Solicitation shall at all times remain the property of the City and shall not be used by the Successful Bidder(s)/Contractor for any other purposes whatsoever, without the written consent of the City.

1.60 PARTIAL INVALIDITY - If any provision of the Bid Contract or the application thereof, to any person or circumstance, shall to any extent be held invalid, then the remainder of the Bid Contract or, the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of the Bid Contract shall be valid and enforced to the fullest extent permitted by law.

1.61 PERFORMANCE/PAYMENT BOND - A Successful Bidder(s)/Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of the Bid Contract, in an amount equal to one hundred percent (100%) of the Bid Contract price. Any bond furnished will comply with Florida Law and be in a form acceptable to the City of Miami Risk Management Director.

1.62 PREPARATION OF BIDS - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions. All bid amounts, if required, shall be either typewritten, or

manually entered into the space provided, with ink. Failure to do so will be at the Bidder's risk.

- A. Each Bidder shall furnish the information required in the Formal Solicitation. The Bidder shall sign the Bid, and print type or manually enter the name of the Bidder, the Bidder's address and telephone number, on the face page and on each continuation sheet thereof, on which the Bidder makes an entry, where required.
- B. If so required, the unit price for each unit offered, shall be shown, and such price shall include packaging, handling, and shipping, and F.O.B. Miami delivery inside City premises, unless otherwise specified. Bidder shall include in their Bid all taxes, insurance, social security (if applicable), workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.
- C. The Bidder must state a definite time, if required, in calendar days, for delivery of goods and/or services.
- D. The Bidder should retain a copy of all response documents for future reference.
- E. All Bids, as described, must be fully completed, and typed, or printed in ink and must be signed in ink with the Bidder's name, and by an officer or employee having authority to represent the Bidder by their signature. Bids having any erasures or corrections, must be initialed in ink by person signing the Bid or the Bid may be rejected.
- F. Bids shall remain valid for at least 180 days. Upon award of a Bid Contract, the content of the Successful Bidder(s)'s/Contractor's Bid, may be included as part of the Bid Contract, at the City's discretion.
- G. The City 's Bid Forms shall be used when Bidder is submitting its Bid. Use of any other forms, will result in the rejection of the Bid.

1.63 PRICE ADJUSTMENTS - Any price decrease effectuated during the Bid Contract period, either by reason of market change, or on the part of the Successful Bidder(s)/Contractor to other customers shall be passed on to the City.

1.64 PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Bid Contract, the Successful Bidder(s)/Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery, and that the new product meets or exceeds all quality requirements.

1.65 CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS - Successful Bidder(s)/Contractor represents and warrants to the City, that it has not employed, or retained any person, or company employed by the City to solicit or secure the Bid Contract and that the Successful Bidder(s)/Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage,

brokerage fee, or gift of any kind contingent upon, or in connection with, the award of the Bid Contract.

1.66 PROMPT PAYMENT - Bidders may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

Bidders are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be two percent (2%), 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from Successful Bidder(s) during the term of the contract. The City will comply with the Florida Prompt Payment Act, as applicable.

1.67 PROPERTY - Property owned by the City is the responsibility of the City. Such property furnished to a Successful Bidder(s)/Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Bidder(s)/Contractor shall be the responsibility of the Successful Bidder(s)/Contractor. Damages occurring to such property while in route to the City, shall be the responsibility of the Successful Bidder(s)/Contractor. In the event that such property is destroyed, or declared a total loss, the Successful Bidder(s)/Contractor shall be responsible for the replacement value of the property, at the current market value, less depreciation of the property, if any.

1.68 PROVISIONS BINDING - Except as otherwise expressly provided in the resultant Bid Contract, all covenants, conditions and provisions of the resultant Bid Contract, shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

1.69 PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

- A. Submit a Bid to provide any goods or services to a public entity.
- B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.
- C. Submit responses on leases of real property to a public entity.
- D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.
- E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor

list.

1.70 PUBLIC RECORDS - Successful Bidder(s)/Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Bidder(s)/Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Successful Bidder(s)/Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.
- B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.
- E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.

Successful Bidder(s)/Contractor's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Bid Contract by the City.

1.71 QUALITY OF GOODS, MATERIALS, SUPPLIES, AND PRODUCTS - All materials used in the manufacturing, or construction of supplies, or materials, covered by the Formal Solicitation shall be new. The items bid shall be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in the Formal Solicitation.

1.72 QUALITY OF WORK/SERVICES - The work/services performed shall be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality, except as otherwise specified in the Formal Solicitation.

1.73 REMEDIES PRIOR TO AWARD (SECTION 18-106) - If prior to a Bid Contract award, it is determined that a Formal Solicitation or proposed bid award is in violation of law, then the Formal Solicitation or proposed bid award shall be cancelled and all bids rejected by the City Commission, the City Manager, or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74 RESOLUTION OF CONTRACT DISPUTES (SECTION 18-105):

- A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Successful Bidder(s)/Contractor and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.
- B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75 RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):

Right to protest.

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

- A. Protest of solicitation.
 - 1. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
 - 2. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
- B. Protest of award.

1. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or
2. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.
3. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation, or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day, which is neither a Saturday, Sunday nor legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the

other persons specified within ten days after he/she holds a hearing under the protest.

- A. **Hearing officer.** The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g., expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.
- B. **Right of protest.** Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.
- C. **Hearing date.** Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

Hearing procedure.

The procedure for any such hearing conducted under this article shall be as follows:

- A. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.
- B. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as

applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

- C. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.
- D. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.
- E. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.
- F. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

Costs.

All costs accruing from a protest shall be assumed by the protestor.

Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16)

1.76 SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Bidder(s) will be notified by the City to remove such samples, at Bidder's expense, within 30 days after notification. Failure to remove the samples will result in such samples becoming the property of the City.

1.77 SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Successful Bidder(s)/Contractor shall not sell, assign, transfer, or subcontract at any time during the term of the Contract, the Contract itself, or any portion thereof, or any part of its operations, or assign, sell, pledge, dispose, convey, or encumber any portion of the performance required by this Bid Contract, except under, and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78 SERVICE AND WARRANTY - When specified, the Bidder shall define all warranty, service, and replacements that will be provided. Bidders must explain on the Bid to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with Bidder's response.

1.79 SILENCE OF SPECIFICATIONS - The apparent silence of the scope of work/specifications, and any supplemental scope of work/specification as to any detail or the omission from it, of detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design shall be used. All workmanship and services shall be first quality.

All interpretations of the scope of work/specifications shall be made upon the basis of this statement. If Bidder has a current contract with the State of Florida, Department of General Services, to supply the items in the Formal Solicitation, the Bidder shall quote not more than the contract price; failure to comply with this request will result in disqualification of the Bid.

1.80 SUBMISSION AND RECEIPT OF BIDS - Bids may be submitted electronically via Periscope at or before, the specified closing date and time, as designated in the Formal Solicitation. NO EXCEPTIONS.

A. Facsimile responses will not be considered.

B. Failure to follow these procedures may deem your Bid non-responsive.

- C. The responsibility for obtaining and submitting a Bid on or before the Bid closing date is solely and strictly the responsibility of Bidder. The City is not responsible for delays specifically caused by any occurrence. Bids received after the Bid closing date and time, will be considered late, will remain unopened and will not be considered for award.
- D. Late, misdelivered, or incorrectly addressed responses will be rejected.
- E. All Bids are subject to the conditions specified herein. Bids that do not comply with these conditions may be deemed non-responsive.
- F. Modifications/changes of Bids already submitted will be considered only if received before the Bid closing date and time. All modifications/changes shall be submitted via Periscope. Once a Formal Solicitation closes (closed date and/or time expires), the City will not consider any subsequent modifications/changes which alters the Bids.

1.81 TAXES - The City is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders should be aware that all materials and supplies that are purchased by the Bidder for the completion of the Bid Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended, and all amendments thereto, and shall be paid solely by the Bidder.

1.82 TERMINATION - The City Manager, on behalf of the City, reserves the right to terminate the Bid Contract by written notice to the Successful Bidder(s)/Contractor effective as of the date specified in the notice, should any of the following apply:

- A. The Successful Bidder(s)/Contractor is determined by the City, to be in breach of any of the terms and conditions of the Bid Contract.
- B. The City has determined that such termination will be in the best interest of the City, to terminate the Bid Contract for its own convenience.
- C. Funds are not available to cover the cost of the contracted goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83 TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services have been received, inspected, and found to comply with award specifications, free of damage, or defect, and properly invoiced. Payment will be made after delivery, within forty-five (45) days of receipt of an invoice, and authorized inspection and acceptance of the goods/services, and pursuant to Section 218.74, Florida Statutes, and other applicable law.

1.84 TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of the Formal Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified in the Bid. Deliveries shall be made during regular City business hours, unless otherwise specified in the Special Conditions.

1.85 TITLE - Title to the goods shall not pass to the City until after the City has inspected and accepted the

goods or used the goods, whichever comes first.

1.86 TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE -All Bids submitted to the City are subject to public disclosure, pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Bid contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119, must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with Bidder's name, the Formal Solicitation number, and title marked on the outside.

Please be aware that the designation of an item as a trade secret by Bidder may be challenged in court by any person. By Bidder's designation of material in Bidder's Response as a "trade secret" Bidder agrees to indemnify and hold harmless the City for any award to a plaintiff for damages, costs, or attorney's fees and for costs and attorney's fees, incurred by the City, by reason of any legal action challenging Bidder's claim.

1.87 UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the Successful Bidder(s)/Contractor nor any of their employees shall perform any work, or deliver any goods, unless a change order or purchase order is issued and received by the Successful Bidder(s)/Contractor. The Successful Bidder(s)/Contractor will not be paid for any work performed, or goods delivered outside the scope of the Bid Contract, or any work performed by Successful Bidder(s)'s/Contractor's employee(s) not otherwise previously authorized.

1.88 USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion, or other publicity materials containing information obtained from the Formal Solicitation shall be mentioned, or imply the name of the City, without prior express written permission from the City Manager, or the City Commission.

1.89 VARIATIONS OF SPECIFICATIONS - For purposes of the Formal Solicitation evaluation, Bidder(s) must indicate any variances from the Formal Solicitation scope of work/specifications and/or conditions, no matter how slight. If variations, are not stated on their Bid, it will be assumed that the product fully complies with the Formal Solicitation's scope of work/specifications.

2. Special Conditions

SPECIAL CONDITIONS APPLICABLE TO ALL PROJECTS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for canal cleaning services, as specified herein, from a source(s), fully compliant with the terms, conditions, and stipulations of the Solicitation.

2.2 PRE-BID CONFERENCE

A voluntary pre-bid conference will be held on **June 27, 2023 at 11:30 AM**, via Teams by clicking [THIS LINK](#) or via phone (786) 598-2961; Conference ID: 648832272#. A discussion of the requirements of the Solicitation will occur at that time.

All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through Periscope, following the Pre-Bid Conference to all the attendees. Because the City considers the Pre-Bid Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

It is the Bidder's responsibility, prior to submitting a bid, to acquaint themselves thoroughly regarding any and all conditions and/or requirements that may in any manner affect the work to be performed. No allowances will be made because of lack of knowledge of these conditions.

2.3 DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION AND CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted via the Periscope Electronic Bidding System ("Periscope"), with a copy filed with the Office of the City Clerk via email at Clerks@miamigov.com, pursuant to Section 1.20. Cone of Silence. The solicitation title and number shall be referenced on all correspondence. All questions must be received no later than **July 3, 2023, at 2:00 PM**. All responses to questions will be sent to all prospective bidders in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

2.4 SUBMISSION AND RECEIPT OF RESPONSE

Electronic bid submittals to this IFB shall be submitted through the Periscope Electronic Bidding System ("Periscope") until the date and time as indicated in the Solicitation. The responsibility for submitting a bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any bids received and time stamped through Periscope, prior to the bid submittal deadline, shall be accepted as a timely submittal and anything thereafter will be rejected. Additionally, Periscope will not allow for electronic bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne by the Bidder. Accordingly, Bidder:

1. Must register, free of charge, with Periscope to establish an account in order to have access to view

- and/or respond to any solicitations issued by the City of Miami's Procurement Department ("City").
2. Shall submit all bids electronically. Hard copy bid submittals will not be accepted. NO EXCEPTIONS.
 3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via Periscope. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder's bid submittal.
 4. Shall ensure that the Certification Statement is fully completed and provided with your bid. Failure to comply with these requirements shall deem the bid non-responsive.
 5. Must ensure that an authorized agent of the Bidder's firm signs the Certification Statement and submits it electronically. FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.
 6. May be considered non-responsive if bid does not conform to the terms and conditions of this solicitation.

2.5 BIDDERS MINIMUM REQUIREMENTS

Bids will be considered only from firms that are regularly engaged in the business of providing the services as described in this bid; and that have adequate financial support, equipment, and personnel to ensure that they can satisfactorily provide the goods and/or services if awarded a contract under the terms and conditions herein stated. The minimum qualifications for this bid are that the Successful Bidder(s) shall, as of bid due date:

- A. Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City;
- B. Have never filed for bankruptcy, be in sound financial condition, have no record of civil litigation or pending lawsuits involving criminal activities of a moral turpitude, and shall not have conflicts of interest with the City; Have adequate financial support, equipment, and organization to ensure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. **Bidders shall complete, sign, and have notarized Attachment J – Affidavit of Responsibility;**
- C. Have the same Federal Employee Identification Number (FEIN) for the last five (5) consecutive years;
- D. Hold a license for the spraying of herbicide/Sonar as issued by the State of Florida's Department of Agriculture. **License shall be submitted at the time of bid submittal;** and
- E. Hold a current certified license as a General Contractor from the State of Florida Construction Industry License Board for the class of work to be performed, **OR** the appropriate Certificates of Competency **OR** the State Contractor's Certificates of Registration as issued by Palm Beach, Broward, Miami-Dade, or Monroe County, which authorizes the Successful Bidder(s) to perform the proposed work.

Holder of all licenses must be an employee of the Successful Bidder(s) or the subcontractor. Licenses and certifications must be provided in the bid response, including the license of the subcontractor(s). Failure to provide Licenses and Certifications shall deem the bid non-responsive.

2.6 METHOD OF AWARD

This Solicitation is divided into two (2) Classification Types. Classification Type 1 – Federally Funded Projects; and Classification Type 2 – Non-Federally Funded Projects. **Bidders can bid on one or both Classifications**, using the applicable Price Form(s).

Pursuant to Federal Procurement Regulations, particularly 2 CFR 200.320, Classification Type 1 - Federally Funded Projects shall only be awarded to the lowest responsible and responsive bidder who bids on all items and whose bid offers the lowest price when all items are added in the aggregate. Failure to bid on all items on the price sheet shall deem your bid non-responsive.

Classification Type 2 - Non-Federally Funded Projects shall be awarded to the two (2) lowest responsive and responsible Bidders, who bid on all items on the price sheet. Failure to bid on all items on the price sheet shall deem your bid non-responsive. Service areas shall be assigned to Successful Bidder(s) via work orders at the City's sole discretion, based upon the needs of the City. In the event that there is a sole responsive and responsible Bidder, the City at its sole discretion may award all service areas to the sole responsive and responsible Bidder.

2.7 TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for two (2) additional two (2)- year periods, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative, not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.8 CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

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

2.9 ESCALATION CLAUSE

Successful Bidder(s) may request, in writing, including a justification, an adjustment of the prices submitted in the pricing schedules based on changes in the CPI for All Urban Consumers (CPI-U), U.S. City Average, Miami-Ft. Lauderdale, FL., no more than 60 days, but no less than 30 days prior to the yearly contract anniversary. If requested, the pricing schedule may be increased/decreased, if necessary, based on review of the CPI criteria listed above. Any adjustments made will be for the following contract year and will not be combined with previous years that were not requested within the date parameters set above (i.e., rate increase requested within the date parameters above in 2021, if approved will be for year 2022). Should the Successful Bidder(s) not submit their request for any particular year, they will forgo any change in the CPI.

The City may, after review, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days' notice to the Successful Bidder(s).

The Procurement Department may also, in its sole discretion, make an equitable adjustment in the contract

terms and/or pricing if pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to circumstances beyond the Successful Bidder(s) control, (2) the volatility affects the marketplace or industry, not just the particular contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Successful Bidder(s) that continued performance of the contract would result in a substantial loss. Successful Bidder(s) might have to supply documentation to justify any requested percentage increase in cost to the City of Miami.

2.10 NON-APPROPRIATION OF FUNDS

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

2.11 INSURANCE REQUIREMENTS

At the time of award, the Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Each Occurrence	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations	\$1,000,000
Personal Injury	\$1,000,000

B. Endorsements Required

City of Miami listed as an additional insured
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability

Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

B. Endorsements Required

City of Miami listed as an additional insured

Worker's Compensation

A. Limits of Liability

Statutory-State of Florida
Waiver of subrogation
USL&H

B. Employer's Liability Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Umbrella Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability
Each Occurrence \$ 3,000,000
Aggregate \$ 3,000,000

City of Miami listed as an additional insured. Coverage is excess follow form over the general liability and auto policies.

Protection and Indemnity Liability

A. Limits of Liability

Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000

City of Miami listed as the named insured.

Pollution Liability

A. Limits of Liability

Each Occurrence \$1,000,000
General Aggregate \$1,000,000

City of Miami listed as the named insured.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance with policy provisions.

BINDERS ARE UNACCEPTABLE.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the bidder.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- The Company must be rated no less than "A" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and/or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve the bidder of their liability and obligation under this section or under any other section of this Agreement.

If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of ten (10) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall:

1. Suspend the contract until such time as the new or renewed certificates are received by the City in the manner prescribed in the Invitation For Bid.
2. The City may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Successful Bidder(s) in conjunction with the General and Special Terms and Conditions of the Solicitation.

The Successful Bidder(s) shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option terms that may be granted to the Successful Bidder(s). **See Attachment A - Insurance Addendum.**

2.12 REFERENCES

Each bid must be accompanied by a list of three (3) references, by completing **Attachment B - Reference Submittal Form**. NO BID WILL BE CONSIDERED WITHOUT THIS LIST. These references must be from contracts within the last five (5) years and for services as described in this solicitation.

2.13 BACKGROUND CHECKS

JESSICA LUNSFORD ACT (JLA) BACKGROUND SCREENING REQUIREMENTS:

In accordance with the requirements of Sections, 1012.465, and 1012.32 and 1012.467, Florida Statutes, as amended from time to time Successful Bidder(s) agrees that, if Successful Bidder(s) receives remuneration for services, Successful Bidder(s) and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes for any work to be performed in City parks.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from Level 2 screening requirements as provided under Section 1012.468 of the Florida Statutes. In addition, the provisions of Section 1012.467 of the Florida Statutes are incorporated herein by reference, and any provisions that may be inconsistent with, contrary to, or determined to be in conflict with said Section 1012.467, will be superseded by said statute.

A non-instructional Successful Bidder(s) who is exempt from the screening requirements set forth in Sections 1012.465, 1012.468 or 1012.467 of the Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under Section 943.043 and the national sex offender public registry maintained by the United States Department of Justice. The Successful Bidder(s) will not be charged

for this search.

Further, upon obtaining clearance by City, the City may issue a photo identification badge consistent with any statutory requirements, which shall be worn by the individual at all times while on City property when children are present.

Successful Bidder(s) shall bear any, and all costs associated with acquiring the required background screening, including any costs associated with fingerprinting and obtaining the required photo identification badge. Successful Bidder(s) shall require all its affected employees to sign a statement, as a condition of employment with Successful Bidder(s) in relation to performance under this Contract, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Successful Bidder(s)/Employer of any arrest(s) or conviction(s) of any offense within 48 hours of its occurrence. Successful Bidder(s) shall provide the City with a list of all of its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Successful Bidder(s) shall have an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Successful Bidder(s) shall also notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested, or convicted of any disqualifying offense. Failure by Successful Bidder(s) to notify the City of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Contract by the City.

The failure by the Successful Bidder(s) to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the City to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

2.14 CURES

Please refer to Section 1.56, Notice Regarding "Cures" of the General Terms and Conditions of this Solicitation as well as **Attachment C - APM Regarding Cures**, for further clarification of this policy.

2.15 PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with Elyrosa Estevez, City Engineer, or designee, who shall be designated as the Project Manager(s) for the City.

2.16 SUBCONTRACTOR(S)

Bidder(s) must list any or all subcontractor(s) that may be utilized to assist in the performance of the work specified herein on **Attachment D - Subcontractors**, if applicable. Any subcontractor(s) listed must meet the same requirements and submit the same information listed under the Bidder's Minimum Qualifications section. All information required shall be included in the solicitation response. If Bidder does not include any subcontractor(s) as part of its bid submittal, it will be construed that bidder will be able to handle the entire workload by itself and will not be allowed to subcontract any of the work unless it is requested in writing the hiring of subcontractor(s) with the aforementioned requirements attached to its request within seventy-two (72) hours of considering hiring subcontractor(s). The City will grant or deny such request in writing within forty-eight (48) hours of receiving said request.

2.17 RESPONSE TIME

Successful Bidder(s) shall provide the City a contact who will be available to the City 24-hours/seven days a week in the event of an urgency. Failure to respond to a service call within the specified time may result in the Successful Bidder paying any and all costs associated with the services performed by a secondary vendor.

2.18 COMPLETED WORK

The City shall be notified by the Successful Bidder(s) upon completion of work. The City shall inspect and approve completed work before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder(s) at no additional charge to the City.

The Successful Bidder(s) shall not begin work until a Purchase Order and/or a Notice to Proceed are received.

2.19 BID BOND

All bids shall be accompanied by an original Bid Bond in the amount of five percent (5%) of the total bid submitted for non-federally funded projects not inclusive of the special provisions line item, to be in the form of a Cashier's Check or Money Order made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond from all unsuccessful Bidders, if in the form of a Cashier's Check or Money Order, will be returned immediately after bid award. Bid bonds are not required for federally funded project bid price sheet submissions.

2.20 METHOD OF PAYMENT

Payment will be made within forty-five (45) calendar days, in accordance with Florida Statutes Sections 218.73 and 218.74 of the Prompt Payment Act for services rendered the previous month, upon submission of properly certified/approved invoices. All such information shall be provided to the City Project Manager, or designee.

The City will pay the contract price minus any liquidated damages and/or other damages to the Successful Bidder upon completion and acceptance. Damages caused by the Successful Bidder's employees shall be estimated by the City Project Manager, or designee and computed actual costs and repairs shall be deducted from the Successful Bidder's total monthly billing.

Each invoice shall include total cost, percent (%) retainage, if applicable, proof of payment to subcontractors and suppliers with corresponding release of liens forms and affidavits.

2.21 LIQUIDATED DAMAGES

Failure to complete the project in accordance with the specifications and to the satisfaction of the City within the time stated, shall result in liquidated damages being assessed. The Successful Bidder shall be subject to an assessment of liquidated damages in the amount of \$100.00 for each and every calendar day the work remains incomplete (not to exceed the total amount of the contract), as compensation due to the City for loss of use and for additional costs incurred by the City due to such incompleteness of the work. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder under this agreement or to invoice the Successful Bidder for such damages if the costs incurred exceed the amount due to the Successful Bidder.

2.22 CONTRACTOR TO BE REPRESENTED

The Successful Bidder(s), at all times, must either be personally present at the worksite or be represented at the worksite by a responsible agent or agents designated by the Successful Bidder(s) in written notice to the City prior to the beginning of work. Such notification shall include pertinent data such as addresses, phone numbers,

etc., where said agent or agents may be contacted at any time of the day or night. The agent or agents shall be clothed with full authority to act for the Successful Bidder(s) in all cases, and to carry out any instructions relative to the work may be given by the City.

2.23 USE OF PREMISES

The Successful Bidder(s) shall confine their equipment, apparatus, the storage of materials, and the operation of their workmen to the limits indicated by law, ordinances, permits, or direction of the Project Manager, or designee, and shall not unreasonably encumber the premises with his/her materials. The Successful Bidder(s) shall take all measures necessary to protect their own materials.

2.24 DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder(s) shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder(s), at their expense, shall repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time. (Not to exceed one month from date damage was done).

2.25 PUBLIC CONVENIENCE AND SAFETY

The Successful Bidder(s) shall conduct their work so as to interfere as little as possible with private business or public travel. The Successful Bidder(s) shall, at their own expense, whenever necessary or required, maintain barricades, maintain lights, and take such other precautions as may be necessary to protect life and property, and the Successful Bidder(s) shall be liable for all damages occasioned in any way by their actions or neglect or that of their agents or employees.

The Successful Bidder(s) shall meet the following noise abatement performance standards for all construction equipment:

1. Between the hours of 6:00 PM and 8:00 AM the following day on weekdays, or at any time on Sundays or holidays, such that the sound therefrom creates a noise disturbance across and at a residential district boundary or within a noise sensitive zone, except for emergency work of public service utilities or by special permission issued pursuant to subsection (c) of City of Miami Ordinance Section 36-6, Construction Equipment.
2. At any other time, such that the sound level at or across a real property boundary exceeds a reading of 0.79 weighted average dBA for the daily period of operation. Such sound levels shall be measured with a sound level meter manufactured according to standards prescribed by the American National Standards Institute.

2.26 SAFETY MEASURES

Successful Bidder(s) shall take all necessary precautions for the safety of employees and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Danger signs warning against hazards created by their operation and work in progress must be posted.

All employees of Successful Bidder(s) shall be expected to wear safety eyewear, appropriate clothing, and hearing protection when and wherever applicable. The Successful Bidder(s) shall use only equipment that is fully operational and in safe operating order. Successful Bidder(s) shall be especially careful when servicing property when pedestrians and/or vehicles are in close proximity - work shall cease until it is safe to proceed.

2.27 ENVIRONMENTAL REGULATIONS

The City reserves the right to consider a Bidder's history of citations and/or violations of environmental regulations in investigating a Bidder's responsibility, and further reserves the right to declare a Bidder non-responsible if the history of violations warrants such determination in the opinion of the City.

2.28 ADDITIONAL CONTRACTOR(S) OR SUBCONTRACTOR(S)

There are no implied or express guarantee that all Successful Bidders under this contract will receive work assignments during any given catastrophic events such as tornadoes, hurricanes, severe storms, or any other public emergency. However, the City reserves the right to assign work to multiple Successful Bidders at any given point in time, add Contractor(s) who were not part of the initial award to the contract or direct Successful Bidder(s) to hire Subcontractor(s), which may or may not be part of this bid contract, to expedite the clean-up efforts to restore normalcy and order to the lives of City residents, businesses, and general public in an expeditious manner.

2.29 ADDITIONS/DELETIONS OF SERVICES/ITEMS/LOCATIONS/SUPPLIERS

Although this Solicitation identifies specific services/items/locations/suppliers, it is hereby agreed and understood that any services/items/locations/suppliers may be added/deleted to/from this Contract at the option of the City. When an additional service/item/location to the Contract is required, the Successful Bidder(s) shall be invited to submit price quotes for these new product(s). If prices are not competitive or not carried, the City maintains the right to add additional suppliers to the Contract to carry those items required. If these quotes are comparable with market prices offered for similar location/products/items/services, they shall be added to the Contract, whichever is in the best interest of the City, and an addendum and/or a separate purchase order shall be issued by the City. When additional suppliers are needed to provide originally contracted services/items/products, the City reserves the right to request quotes from the market and amend the contract to include the new suppliers.

2.30 FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) or supervisor and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare the Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.31 TERMINATION

FOR DEFAULT

If Successful Bidder(s) defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder(s) was not in default or (2) the Successful Bidder(s)'s failure to perform is without their or their Subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interest of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.32 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized signature affixed to the Bidder's/Proposer's acknowledgment form attests to this.

2.33 PERFORMANCE BOND

Prior to commencing any work, the Successful Bidder(s) may be required to submit a Performance Bond equal to 100% of the estimated work required (*inclusive of the Special Provisions line item*) within five (5) days after receiving a written notice from the City. This performance Bond for the satisfactory performance of this Contract. The Performance Bond can be in the form of a Cashier's Check, made payable to the City of Miami; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written by a bank located in Miami-Dade County, be in the amount of the contract and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami. The City, to draw on same, would merely have to give written notice to the bank with a copy to the Successful Bidder(s).

Performance Bonds must be maintained until all of the assigned work has been completed and approved by the City in writing.

If the Surety on any bond furnished by the Successful Bidder(s) is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the City, the Successful Bidder(s) shall within five (5) calendar days substitute another bond and surety, both of which shall be acceptable to the City.

If the Bidder cannot obtain another bond and surety within (5) calendar days, the City will accept and the Successful Bidder(s) shall provide an irrevocable letter of credit drawn on a Miami-Dade County, Florida bank until the bond and surety can be obtained.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS

This section applies to all projects that are federally funded. Bidders shall use the applicable **Federally Funded Projects Price Sheet (Attachment E)** for this bid when submitting pricing.

2.34 LOCAL OFFICE PREFERENCE

Local Office Preference **does not** apply to Classification 1 - Federally Funded Projects.

2.35 DECLARATION OF A FEDERAL EMERGENCY – Applicable to Classification 1 – Federally Funded Projects

Upon the declaration of a Federal emergency, the City shall seek Federal Disaster Assistance as defined in the City's Procurement Code Section 18-121 titled "Procurements, Grants, Subgrants, and Compliance Utilizing

Requirements for Federal Disaster Assistance”; therefore, all canal cleaning services during such emergency, shall be provided solely by the Successful Bidder, as the lowest responsible and responsive bidder, for Classification Type 1, Federally Funded Projects.

2.36 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole

or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.37 COMPLIANCE WITH THE DAVIS-BACON ACT

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

Additionally, contractors are required to pay wages not less than once a week.

2.38 COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT

A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2.39 COMPLIANCE OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. In addition:

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

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of 29 C.F.R. § 5.5.

C. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of 29 C.F.R. § 5.5.

D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 C.F.R. § 5.5.

2.40 CLEAN AIR ACT/FEDERAL WATER POLLUTION ACT

Clean Air Act

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the City of Miami and understands and agrees that the City of Miami will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in

whole or in part with Federal assistance provided by FEMA.

2.41 SUSPENSION AND DEBARMENT

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the City of Miami. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City of Miami, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.42 BRYD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency.

Bidders must complete and return Attachment H with Bid Submittal.

2.43 PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the contract performance schedule;
- B. Meeting contract performance requirements; or
- C. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

2.44 ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the City of Miami and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

2.45 DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

2.46 COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

2.47 NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

2.48 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

SPECIAL CONDITIONS ONLY APPLICABLE TO CLASSIFICATION 2 - NON-FEDERALLY FUNDED PROJECTS

This section applies to all projects that are non-federally funded. Bidders shall use the applicable **Non-Federally Funded Projects Price Sheet (Attachment F)** for this bid when submitting pricing.

2.49 LIVING WAGE ORDINANCE

The City of Miami Living Wage Ordinance is applicable to this service contract. Please refer to Section 1.38 of the General Terms and Conditions for further information and guidance on how to comply with this ordinance.

2.50 LOCAL OFFICE PREFERENCE

Local Office Preference only applies to Classification 2 - Non-Federally Funded Projects.

Bidders wishing to apply for the local office preference shall comply with the General Terms and Conditions, Section 1.48 Local Preference of this solicitation and with Section 18-73 of the City of Miami Procurement Code, titled "Definitions", and shall submit with the Bid at the time of the Bid due date the following:

- Completion and submission of **Attachment G, City of Miami Local Office Certification Form**;
- Submission of a copy of the Proposer's lease documents at the location being deemed a City of Miami Local Office;
- Submission of a City of Miami Business Tax Receipt;
- Submission of a Miami Dade County Business Tax Receipt; and
- Submission of a copy of the license, certificate of competency, and certificate of use that authorizes the performance of the Proposer/Bidder.

3.0 Specifications

3.1 SPECIFICATIONS/SCOPE OF WORK

I. Introduction

BIDDERS ARE NOT REQUIRED TO ENTER A UNIT PRICE IN THE LINE ITEM LISTED IN THE ACTUAL IFB. BIDDERS SHALL COMPLETE ATTACHMENTS E & F, BID PRICE SHEET(S), TO IDENTIFY WHICH CLASSIFICATION (CLASSIFICATION 1 - FEDERALLY FUNDED PROJECTS OR CLASSIFICATION 2 – NON-FEDERALLY FUNDED PROJECTS) THE BIDDER IS REQUESTING CONSIDERATION FOR. BIDDERS MAY RESPOND TO ONE CLASSIFICATION OR BOTH CLASSIFICATIONS. BIDDER MUST MEET ALL REQUIREMENTS IN ORDER TO BE CONSIDERED RESPONSIVE.

The City of Miami's ("City") Department of Resilience and Public Works ("RPW") and Department of Parks and Recreation ("Parks") is in need of fully capable and willing firms to provide canal cleaning services for the City. The Successful Bidder(s) shall furnish all labor, machinery, tools, modes of transportation, debris disposal, supplies (including trash bags), equipment, materials, water, diesel fuel and services necessary for satisfactory contract performance. Such materials and equipment shall be of suitable type, in good condition and grade for the purpose of this contract. All workmanship, equipment and frequency of services shall be subject to the inspection and direction/approval of the City.

II. DESCRIPTION OF WORK

All work shall be performed using superior maintenance standards and techniques. The Successful Bidder(s) shall inform the City two (2) weeks before each clean-up task is scheduled. The Successful Bidder(s) agrees to on-site inspections by the Project Manager. The scope of work includes but is not limited to the following:

SCHEDULED SERVICES

Scheduled services frequency is as indicated below or at the discretion of the City.

A. Debris Removal and Litter Control - Every month of the year, or as directed by the Project Manager (all locations). This work is for the entire length of the waterway including water edge and banks. Litter and debris removal includes but is not limited to human discarded trash, human waste, pet waste, discarded landscaping, etc. **NOTE: Litter control for Ademar and Davis Canals shall take place TWICE a month from July through October.**

B. Mowing / Trimming - Monthly for the Wagner Creek and Lawrence locations. Four (4) times a year, or as directed by the Project Manager for other locations (all locations).

C. Weed Control / Chemical Treatment - Banks and upland areas within canal right of way at Wagner Creek, Comfort Canal, Lawrence Waterway and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

D. Sonar Spraying - Waterways at Comfort Canal and Antonio Maceo Park. No spraying is allowed in the Biscayne Bay areas.

E. Obstruction (Vegetative) Removal - All Locations twice (2) a year, or as directed by the Project

Manager. Must ensure that a minimum of two (2) feet of free water flow is maintained.

F. Obstruction (Heavy Materials/Illegal Dumping) Removal - All locations except Seybold Canal, Rickenbacker Causeway and All City Parks twice (2) a year, or as directed by the Project Manager. Successful Bidder(s) must remove the illegal dumping/ bulk trash at/near waterways. Must ensure that a minimum of two (2) feet of free water flow is maintained.

G. Maintenance of Lawrence Canal Seawall – Successful Bidder(s) shall pressure clean a total of 144 existing concrete bollards at Lawrence Waterway three (3) times a year. During one of those cleanings, Successful Bidder(s) shall pressure clean and paint with one coat of Thoroseal #8532 or an approved equal. This action item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8” anchor chain, 10 feet in length, as per detail. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting.

H. Seaweed/Hydrilla Removal - This work is required once a year to remove all the seaweed and hydrilla from all the canals and waterways shown below. The Successful Bidder(s) shall bear the costs associated with purchase or rental of a weed harvester such as a Kelpin 800 Model or approved equal.

I. Type I Turbidity Barrier – This work is required per Project Manager for locations where there is a current spill of silted water to prevent pollution to waterways. Contractor shall provide all materials, equipment and labor to install and remove a turbidity curtain at the request of the Project Manager. Cost of turbidity barrier rental/purchase shall be the burden of the Contractor. Contractor **will not be allowed** to charge the City separately for these services.

J. Removal of Litter at Outfall ends: This work is to be conducted during low tide hours. The Successful Bidder(s) shall provide all labor, materials, and equipment to remove all floatable, debris, cans, trash deposited at outfall ends in the waterway bottom and remove the debris without disturbing bottom soil. All litter removal should be done at least monthly. Successful Bidder(s) shall confirm frequency with Project Manager prior to the commencement of the contract.

K. Removal of dead animals and fish kill – This work is to be conducted at the request of the Project Manager. The trash bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

****Contractor shall not pick up sargassum from the waterways and Bay.****

NON-SCHEDULED SERVICES

Non-scheduled work is at the discretion of the City. Successful Bidder(s) shall not proceed with any non-scheduled work without the written approval of the City/Project Manager or designee. It is the responsibility of the Successful Bidder(s) to notify the Project Manager of any needs for pruning, tree/stump removal, or other service issues.

L. Pruning - Shrubs shall be trimmed as needed to provide an informal shape, fullness, and bloom. Trees shall be free of all dead (browned) fronds and branches. Cut and remove the seeds and fronds that are pointing downward that are browning or yellowing. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

M. Removal of trees or stumps - All removal of trees and stumps shall be according to the most efficient and safest industry standards. Pricing shall include all applicable preparation, MOT, and debris disposal activities.

Upon award, the Successful Bidder(s) shall submit a detailed maintenance plan to the City for approval. The plan shall include, but not be limited to:

- A.) a schedule for each task;
- B.) the equipment to be used for each task; and
- C.) the procedure that will be set in place for the maintenance of the canals.

****SEE ATTACHMENT I – MINIMUM SERVICES LIST FOR EACH LOCATION****

III. SERVICE LEVEL REQUIREMENTS

Frequency of Services

Canal cleaning services shall be executed, at a minimum, based upon the unit of measures listed in Attachments E and F, Bid Price Sheets. The City's Project Manager may request additional service days as necessary to maintain the level of aesthetic required by the City.

Proper Equipment and Operation Caution

The Successful Bidder(s) shall have the properly sized maintenance vessels with the required cranes for deployment to all waterways covered under this contract. The Successful Bidder(s) shall not use any equipment that could seriously disturb the sediments in the canals. Caution should always be taken during the operation. Specifically, dirty water should always be kept within a small area, and the operation shall not generate cloud or plume over 29 Nephelometric Turbidity Units (NTUs).

Proper equipment also includes but is not limited to:

- A.) Trash Collecting Barge, or approved equal - Total Length: 40 feet / Total Width: 14 feet / Carrying Capacity: 15 tons (30,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- B.) Trash Collecting Barge, or approved equal - Total Length: 70 feet / Total Width: 14 feet / Carrying Capacity: 13.5 tons (27,000 pounds) / Travel Speed: 5-7 knots (5.7 - 8.1 mph)
- C.) Heavy Duty Truck with Clamp - Mounted Crane/Floating Barge and Small Vessel/Tugboat/Hauler or Dump Truck

Quality Assurance

The Successful Bidder(s)'s assigned Supervisor shall be well versed in appropriate maintenance operations and procedures. All employees of the Successful Bidder(s) shall be competent and skilled in their particular job in order to ensure proper performance of the work assigned.

Successful Bidder(s) shall ensure that in the event of any equipment malfunction or concern, a back-up is available and used to continue the immediate completion of services.

All work shall be performed using superior maintenance standards and techniques. If under any circumstances, the Project Manager is not satisfied with the work, the Successful Bidder(s) shall redo the job to the Project Manager's satisfaction at the Successful Bidder(s)'s expense. No additional compensation by the City will be allowed for Successful Bidder(s)'s non-performance.

Environment Protection

The working areas include environmental sensitive areas, especially the Biscayne Bay Aquatic Preserve which has exceptional biological, aesthetic, and scientific value. The Successful Bidder(s) must follow all rules and

regulations for the protection of the environment.

It shall be the Successful Bidder(s)'s responsibility to preserve the existing condition of the canals and surroundings, including but not limited to natural vegetation such as sea grasses and mangroves, bank of the canals, bulkheads and seawalls, concrete sidewalk, curb, and/or gutter and pavement. Any damage done to the pavement or concrete due to the Successful Bidder(s)'s failure to comply with the requirements of this Contract, or failure to exercise responsible care in the performance of the work, shall be repaired at the Successful Bidder(s)'s expense.

Any damages to the plants such as sea grasses and mangroves shall be mitigated to Miami-Dade County's Department of Environmental Resource Management's ("DERM") and City's satisfaction, by the Successful Bidder(s) and at the Successful Bidder(s)'s expense.

****Contractor shall not pick up sargassum from the waterways and Bay.****

Underground Gas Pipelines

The Successful Bidder(s) shall review and abide by Florida State Statute Chapter 556, Underground Facility Damage Prevention and Safety, while performing the services listed in and related to this solicitation.

Special Condition for Shallow Areas

The Successful Bidder(s) shall use shallow draft boats, vessels, or other equipment to collect debris in shallow areas. The minimum depth of water for operation in water should be at least one (1) foot. In case of water depth less than one (1) foot, the Successful Bidder(s) shall use appropriate equipment to collect the debris from land. For shallow areas, the clean-up work shall be restricted to high tide period in order to protect the soil and vegetation. Contractor must not disturb waterway bottom while removing trash/debris during low tide.

Chemical Treatment

All herbicides must be labeled for use in water. The chemicals must be approved by United States Environmental Protection Agency ("USEPA") and the Florida Department of Agriculture and Consumer Services. Weed control chemical treatment should be used in the proper manner. The City prefers the use of Aqua Star, a water-soluble liquid, that mixes readily with water and nonionic surfactant to be applied as a foliar spray for the control or destruction of many herbaceous and woody plants. Any other herbicide shall be approved in writing by the Project Manager or designee.

The weed control is primarily focused on emergent submersed, rooted plants and filamentous algae. The Successful Bidder(s) shall be extremely cautious not to damage any endangered plants, threatened plants, and species of special concern. The federal list of endangered and threatened by commercial exploitation plants are maintained by the Department of Agriculture and Consumer Services via Chapter 5B-40 FAC. Sea grasses, mangroves and other species are designated as Essential Fish Habitat by the South Atlantic Fishery Management Council, under the Sustainable Fisheries Act administered by the National Marine Fisheries Service under National Oceanic and Atmospheric Administration ("NOAA"). For the waterway treatment, Successful Bidder(s) shall use Sonar Herbicide, or approved equal.

Manatee Alert

The Successful Bidder(s) is alerted that manatees could be present in the canals. The Successful Bidder(s) shall protect the manatee. Specifically, operation shall be stopped when manatee is within one hundred fifty feet (150') of the work site.

Waste Disposal

It is the Successful Bidder(s)'s responsibility to dispose of the waste collected during the canal maintenance appropriately. The Successful Bidder(s) shall remove the waste collected from the site within twenty-four (24) hours of collection. The City of Miami will pay the disposal fee signed by the City Inspector. Successful Bidder(s) must pick up and haul the debris to the nearest Miami-Dade County Transfer Station and pay up front for the disposal fee of the collected debris. The Successful Bidder(s) shall provide proof of the quantity of the waste collected, such as the load ticket, in order to be reimbursed for the waste disposal fee, and the City will pay only for the waste collected for the canal maintenance operations. The pay ticket must be signed by the Project Manager prior to submittal of invoice payments. Fish kill bags can be disposed at the nearest Miami-Dade County Solid Waste Transfer Facility.

The City reserves the right to add the Successful Bidder(s) as the City's authorized representative for waste disposal at the Miami Dade County Solid Waste Transfer Facility. If done, the Successful Bidder(s) will not have to pay upfront for disposal fees. Said fees will be automatically invoiced to the City. Successful Bidder(s) shall still submit any paperwork/load tickets issued by the Facility for reporting purposes. The City will notify the Successful Bidder(s) if said privilege is granted.

IV. LOCATIONS

NAME	ADDRESS/APPROXIMATE LOCATION	SIZE
Wagner Creek North	NW 20th Street to NW15 Street along NW 13th Ave	3750 ft
Wagner Creek South	NW 15th Street to NW 11th Street along NW 13th Ave	2050 ft
Seybold Canal	NW 11th Street and NW 9th Ct to the Miami River	2300 ft
Comfort Canal	NW 27th Ave to NW 45th Ave along SR 836	8070 ft
Davis Canal	Between NE 86th Street and NE 87th Street from NE 10th Ave to Biscayne Bay	1350 ft and 200 ft of bank
Ademar Canal	Between NE 84th Street and NE 83rd Street from NE 8th Ct to Biscayne Bay	1650 ft and 375 ft of bank
Bayfront NE 28th Street Cove	Biscayne Bay and NE 28th Street	480 ft of bank
Bayfront NE 20th-21st Street Cove	Biscayne Bay and NE 20th Street	450 ft of bank
Bayfront North and South of Rickenbacker Causeway	Along Alice Wainwright Park to SE 25th Road	750 ft of bank
Lawrence Waterway and Swell Canal	NW 7th Street between NW 17th Ct and NW 18th Ave to the Miami River	2068 ft
Waterfront of Antonio Maceo Park	5135 NW 7th Street	235 ft of bank
Waterfront of Margaret Pace Park	1775 North Bayshore Drive	1750 ft of bank
Waterfront of Pallot Park	3805 NE 6th Avenue	430 ft of bank
Waterfront of Morningside Park	750 NE 55th Terrace	2000 ft of bank
Waterfront of Legion Park	6447 NE 7th Avenue	550 ft of bank
Waterfront of Fern Isle Park	2201 NW 11th Street	1900 ft of bank

Miami River	West side of NW 27th Ave and the edge of NW S River Drive	2300 ft of bank
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V. ADDITIONAL INFORMATION

Services Beyond the Scope of the Contract

In the event that services beyond the scope of work of this contract are requested by the Project Manager, the Successful Bidder(s) must receive the written approval of the work request from RPW, written approval of the quote to perform such services, and the approval of the Department of Procurement to add the services to the Contract, if applicable.

Public Access

During any improvement, safe access shall be provided by the Successful Bidder(s) to the entrances of all residences and business establishments. The methods used to allow access will be determined by the Successful Bidder(s) with the approval of the City's Project Manager or designee.

Maintenance of Established Landscaping

Existing trees on private property and in the public right of way are to be protected while work is in progress. Trimming of trees is not allowed without prior approval of the City's Project Manager. Removal of trees are on an as needed basis and shall be requested by the Project Manager. If any replacements are needed/requested, the replacements shall be of equal or better quality. All replacement tree, ground covering/plant material shall be quoted and be approved, in writing, prior to replacement.

VI. INSPECTION PROCESS

Once services are completed, the Successful Bidder(s) may be required to take pictures to submit with any invoices. In addition, the Successful Bidder(s) shall immediately email and call the City's Project Manager to advise that the service area was completed.

VII. INVOICING

Successful Bidder(s) shall provide invoices with pictures no later than the 5th of the month for the previous month's services. Submitting invoices later than the specified date may cause delays in payment. On the invoice the Successful Bidder(s) shall provide:

- A. Date(s) of services
- B. Area(s) of services
- C. Contract number (Contract No. 1575386)
- D. List of services completed
- E. Pricing
- F. Supporting documentation such as invoices providing costs for additional services (trees, etc.)
- G. Payment to subcontractors and/or suppliers with corresponding release of liens forms and affidavits if applicable

Date of this notice: 06-22-2017

Employer Identification Number:
82-1946936

Form: SS-4

Number of this notice: CP 575 A

AQUATIC CONTROL GROUP
INC% Mark Brooks
8910 School House Road
Coral Gables, Fl 33156

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1946936. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

06/22/2017

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2012. Please file your return(s) by 07/07/2017. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is AQUA. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

CP 575 A (Rev. 7-2007)

CP 575 A

Your Telephone Number Best Time to Call DATE OF THIS NOTICE: 06-22-2017
() - EMPLOYER IDENTIFICATION NUMBER: 82-1946936
FORM: SS-4 NOBOD

AQUATIC CONTROL GROUP
INC% Mark Brooks
8910 School House Road
Coral Gables, FL 33156

LEASE AGREEMENT
INFORMATION SCHEDULE

This Information Schedule is a part of the Lease between the parties named below. The information in this Schedule is further explained and detailed in the rest of the Lease, most particularly in the referenced Lease paragraphs.

Date of Lease: January 1, 2020

PARTIES: LANDLORD:

Josa Property 15, LLC
3604 NW 7 Street
Miami, FL 33125

TENANT:

Aquatic Control Group, Inc.
1501 NW 37 Street
Miami, FL 33125

PREMISES: 1501 NW 37 Street
Miami, FL 33125

All of Folio Number 01-3123-019-0090.

BUILDING: Means any structure on the Premises

LANDLORD & TENANT WORK: Landlord shall not be responsible for any improvements and the space taken AS-IS.

DATE OF OCCUPANCY: Occupancy already taken from previous lease

TERM: The initial term of the Lease commences on the Date of Lease, stated above and shall continue for a period of seven (7) years.

RENT: \$2,000.00 per month, plus applicable sales tax for the term of the Lease

ADDITIONAL RENT: (i) Property Costs
(ii) Maintenance and repairs of the Building
(iii) Real Estate Taxes
(iv) Insurance Premiums
(v) Water and Sewer Charges
(vi) Operating Maintenance and Replacement Costs generally
(vii) Utilities

SECURITY DEPOSIT: \$2,000.00, which is carried forward from the previous lease

PERMITTED USES: Any permitted by local zoning.

BROKERS: None

RIDERS: None

PROPORTIONATE

100%

STANDARD LEASE AGREEMENT

1. Parties. This Lease is made as of this 1st day of January, 2020 and effective as of the Date of Lease shown in the Information Schedule, between the parties as provided in said Schedule.

2. Premises.

2.1 Premises. In consideration of the agreements in this Lease and other consideration paid, Landlord leases to Tenant and Tenant leases from Landlord:

The "Building Space" described in the Information Schedule. The Building Space is located in the "Building" identified in the Information Schedule.

The "Premises" leased is identified in the Information Schedule.

3. Improvements.

3.1. Completion of Construction. The Premises is taken in AS-IS condition without any improvements by Landlord.

3.2. Date of Occupancy. The date of occupancy is provided is provided in the Information Schedule.

4. Term.

4.1 Commencement and Termination. The Lease Term is provided is provided in the Information Schedule. This Lease is not terminable by Tenant, except as expressly stated.

5. Rents; Security Deposits

5.1 (a) Fixed Minimum Rent. Tenant agrees to pay Landlord the Fixed Minimum Rent for the Premises as stated in the Information Schedule.

5.1 (b) Sales Tax. At the time of each payment of Fixed Minimum Rent; Tenant will pay to Landlord any tax measured by the amount of rent paid.

5.2 (a) Additional Rent. If Tenant does not pay the items set forth as Additional Rent in the Information Schedule directly, Tenant agrees to pay to the Landlord as and when bills are rendered therefore, a proportionate share of the property costs attributable to the Building and the land on which it is located. Such property costs include: all Landlord's insurance premiums on insurance required by this Lease, all operating costs incurred by Landlord, Real Property Taxes (see Paragraph 10), maintenance, repairs or replacement costs, and any other expenses in Landlord's operation and maintenance contemplated under this Lease. The share of costs to be paid by Tenant shall be the proportionate share of costs on the basis set forth in the Information Schedule. These expenses shall be additional rent. If Tenant fails to pay these expenses, Landlord shall have the remedies provided for the failure to pay rent. Such remedies include those set forth herein as well as any others permitted by law.

5.2 (b) Payment of Additional Rent. If Tenant does not pay the items set forth as Additional Rent in the Information Schedule directly, for all years during the term of this Lease, Landlord shall, in advance, reasonably estimate for each such calendar year the total amount of the Additional. Rent. One-twelfth (1/12th) of the estimated Additional Rent shall be payable monthly, along with the monthly payment of the Fixed Minimum Rent. Such estimate shall be made by Landlord on or before January 31 of each year. On or before February 15 of each year following a year for which Additional Rent is payable hereunder (or as soon thereafter as is reasonably possible), Landlord shall provide Tenant with the amount of the actual Additional Rent for the previous year, and a reasonable breakdown of the items included therein including a copy of the paid real estate tax bill, together with an invoice for any underpayment of Additional Rent to be paid within thirty (30) days following receipt of such invoice or a check to Tenant to reimburse Tenant for any overpayment of Additional Rent.

5.3 Rent Obligation Independent Abatement; Proration; Where Payable; Late Charge. The rent obligations are independent of any other obligations of Tenant or Landlord, and Tenant is not entitled to any abatement or reduction in rent except as expressly provided. Rent due for any period, which is less than one month, will be prorated. Rent is payable to Landlord at the address directed in Paragraph 19 or to persons or at places the Landlord may state in writing. All rent and other amounts due hereunder shall be payable without relief from valuation and appraisal laws.

5.4 Security Deposits. Upon execution of this Lease, Tenant shall deposit with Landlord a Security Deposit in the amount provided in the Information Schedule. Landlord may apply all or part of the Security Deposit to any unpaid rent or other charges due from Tenant or to cure any default of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's written request. Tenant's failure to comply with this provision shall be a material default. No interest is payable on the Security Deposit. Landlord is not required to keep the Security Deposit in a separate account and no trust relationship is created as to the Security Deposit. The Security Deposit shall be returned to Tenant within ten (10) days after the termination of this Lease, unless otherwise provided under the Lease.

6. Use.

6.1 Use. Tenant covenants and agrees to use the Premises for no purpose other than those listed in the Information Schedule.

6.2 Compliance with Law. Tenant, at its expense, will comply promptly with all statutes, ordinances, rules and regulations, orders and requirements (including the recommendations of fire rating organizations, Tenant's and Landlord's underwriters and insurance companies), in effect during the Lease Term regulating the use of the Premises by Tenant. Tenant will not carry on, nor permit any dangerous or offensive activity so as to create damage to the Property, waste, a nuisance, or disturbance to other tenants.

6.3 Condition of Premises. Tenant has examined the Premises before executing this Lease and accepts the Premises in the condition existing as of the date of this Lease, subject only to the completion of Landlord's Work, if any. Tenant accepts the Premises subject to all applicable zoning, municipal, county, state and federal laws, ordinances and regulations governing use of the Premises and to any covenants or restrictions of record, and matters disclosed by any attached exhibits. Tenant acknowledges that Landlord and Landlord's agent have not made any representation or warranty as to the suitability of the Premises for Tenant's business. Landlord agrees to cooperate with Tenant in obtaining any variances required for Tenant to operate its business in the Premises, and if required will join in the variance application.

7. Maintenance; Repairs & Alterations.

7.1 Tenant's and Landlord's Obligations. During the Lease Term, Tenant shall maintain, replace and keep the Premises in good and clean order, condition and repair including fixtures and equipment, including, but not limited to, all windows and doors and their fixtures, electrical system, plumbing, heating, and cooling equipment and systems serving the Premises exclusively, the mansard on the front of the Premises, floors, sprinkler system, alarm system, interior wall surfaces and interior partitions. Tenant shall also be responsible for the exterior paint of the Premises. Tenant waives the benefit of any statute, which would give Tenant the right to make repairs at Landlord's expense. Landlord will maintain the roof, gutters and down spouts, the structural integrity of the exterior walls and structural supports and foundations of the Building. These expenses shall however be including in the maintenance obligation of the property which passes through as Additional Rent. Landlord will maintain the exterior surface of the Building's walls, roof, and any common use lighting, plumbing, heating and cooling equipment and systems as a property cost. Any non-common use lighting, plumbing, heating and cooling equipment and systems shall be maintained by Tenant at Tenant's expense. Landlord may enter the Premises on reasonable notice to carry out its obligations. Notwithstanding anything to contrary, Tenant shall repair any damage to the roof caused by Tenant in constructing its improvements.

7.2 Surrender of Premises. At the end of the term, or any other termination, Tenant will return the Premises in good, clean condition and operating order, after completing all maintenance and replacement which

is Tenant's responsibility. Damage by ordinary wear and tear is excepted to the extent that it is not part of Tenant's obligation to maintain and replace. Extraordinary wear and tear due to Tenant's use of the Premises is the responsibility of Tenant. Damage to the Premises caused by Paragraph 7.3(c) removals will be repaired by Tenant.

7.3 Alterations and Additions.

7.3 (a) Consent. Tenant will not make any structural alterations or improvements to the Premises, or changes to the exterior of the Premises, or the exterior of the Building without Landlord's prior written consent, which consent shall not be unreasonably delayed or withheld. If consent is given, Landlord may condition its consent with any of the following:

(i) Tenant's agreement to remove any alterations or improvements upon termination, and to restore the Premises to the prior condition.

(ii) Insurance necessary to protect both parties while work is in progress.

Prior to commencing any work, Tenant will give Landlord plans and specifications drawn by a licensed architect or engineer, certified as meeting legal professional standards and a copy of the permits. Tenant will complete all work in a workmanlike manner, and the work will be done as to cause a minimum of interference at the Premises. Upon completion, Tenant shall provide to Landlord, a copy of all release of lien.

7.3 (b) Mechanic's Liens. Tenant shall not suffer or give cause for the filing of any mechanic's lien against the Leased Premises. In the event any mechanic's lien is filed against the Leased Premises or any part thereof for work claimed to have been done for, or material claimed to have been furnished to the Tenant, Tenant shall cause such mechanic's lien to be discharged of record within thirty (30) days after filing by bonding or as provided or required by law or in any other lawful manner or shall provide evidence that the lien is being contested by proceedings adequate to prevent foreclosure of the lien, together with satisfactory indemnity (in an amount equal to one hundred fifty percent (150%) of the claimed lien) to Landlord within thirty (30) days after filing thereof. Thereafter, failing such release or contest by Tenant, Tenant shall indemnify and save Landlord harmless from all costs, losses, expenses and attorneys' fees in connection with any such mechanic's lien. All liens and encumbrances created or suffered by Tenant shall attach to Tenant's interest only.

7.3 (c) Surrender or Removal of Alterations. Unless removal is required under this Paragraph 7.3(c), all alterations or improvements will become the property of Landlord and will be surrendered with the Premises at the end of Lease Term or other termination, without payment. The Landlord, at its option, pursuant to Paragraph 7.3(a), may specify which improvements, made by Tenant shall be removed from the Premises at the expiration or sooner termination of the Lease Term, and Tenant shall leave the Premises in a good, clean condition after the end of the Lease Term.

8. Insurance.

8.1 Liability Insurance. During the Lease Term, Tenant will maintain a policy of comprehensive general liability insurance, including plate glass insurance, insuring Landlord and Tenant against liability arising out of the ownership, use, occupancy or maintenance of the Premises. The insurance will be for not less than \$1,000,000 for bodily injury or personal injury to or death of more than one person in any one accident or occurrence and for not less than \$3,000,000 for bodily injury or personal injury to or death of more than one person in any one accident or occurrence. The insurance shall insure Landlord and Tenant against liability for property damage of at least \$500,000. The limits of the insurance will not limit the liability of Tenant. The policy will contain cross-liability endorsements, if applicable, and will insure Tenant's performance of the indemnity provisions of Paragraph 8.4. If the Tenant fails to maintain the required insurance, the Landlord may, but does not have to, maintain the insurance at Tenant's expense. The policy shall expressly provide that it is not subject to invalidation of the Landlord's interest by reason of any act or omission on the part of Tenant.

8.2 (a) Hazard Insurance On Building. During the Lease Term, Landlord will maintain policies of insurance covering the replacement cost of any loss or damage to the Building providing protection against all perils included within the classification of fire and extended coverage. The insurance will provide for payment for loss to

Landlord or to the holder of a first mortgage or deed of trust on the property.

8.2 (b) Tenant's Personal Property. Tenant assumes all risk of loss or damage to Tenant's property. Tenant assumes the risk that loss or damage to Tenant's Property, to the Premises or to the Building may result in loss of income, profits or good will to the business of Tenant or other persons interested in Tenant's Property. Tenant releases and holds Landlord harmless from liability for these losses or damages, except arising out of Landlord's gross negligence or willful misconduct. Tenant's Property includes all goods, equipment, inventory, merchandise, records, and other personal property and all fixtures, improvements and betterments place in or about the Premises, belonging to Tenant or any person connected with, or claiming under or through Tenant. Tenant agrees to indemnify Landlord, its employees and agents an save it harmless from all loss or claims, including reasonable attorneys' fees and costs in defending a claim, arising out of loss or damage to Tenant's Property belonging to others unless the loss or damage was caused by the gross negligence or willful misconduct of Landlord, its employees or agents

8.3 (a) Tenant's Insurance Policies. Insurance carried by Tenant will be with companies licensed in the state of Florida and reasonably acceptable to Landlord. The Tenant will deliver to Landlord certified copies of the policies of insurance or certificates evidencing the Landlord as an insured, the existence and amounts of insurance, No policy shall be cancelable or subject to reduction of coverage or other modification except after 30 days prior written notice to Landlord. Tenant shall, at least 10 days prior to the expiration of the policies, furnish Landlord with renewals or "binders" for the policies, or Landlord may order the required insurance and charge the cost to Tenant pursuant to Paragraph 23.

8.3 (b) Increased Risk. Tenant will not do anything or permit anything to be done or any hazardous condition to exist ("Increased Risk"), which shall invalidate or cause the cancellation of the insurance policies carried by either Tenant or Landlord, it being agreed that the operation of the business for the purpose set forth in the Information Schedule is not an Increased Risk. If Tenant does or permits any Increased Risk which causes an increase in the cost of the insurance policies on the Premises, then Tenant shall reimburse Landlord pursuant to Paragraph 23 for additional premiums attributable to any act, omission or operation of Tenant causing the increase in the premiums, including, but not limited to, noncompliance with regulations under Paragraph 6.2. Payment of additional premiums will not excuse Tenant from terminating or removing the Increased Risk unless Landlord agrees in writing. Absent agreement, Tenant shall promptly terminate or remove the Increased Risk.

8.4 Indemnity. Tenant shall indemnify and hold harmless Landlord, its agents and employees, from and against any and all claims arising from. (a) Tenant's use of the Premises including the mansard on the front of the Building, (b) the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or about the Premises, (c) any breach or default in the performance of Tenant's obligations under the Lease, or arising from any negligence of Tenant, or Tenant's agents, contractors or employees. Tenant shall defend Landlord against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim, action or proceeding. In case any action or proceeding is brought against Landlord by reason of a claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant assumes all risk of damage to property or injury to persons, in or about the Premises arising from any cause and Tenant waives all such claims against Landlord, except claims due to Landlord's gross negligence or willful misconduct. The, right of indemnity in this paragraph does not apply to claims caused by the negligence of Landlord, its agents, contractors or employees.

9. Casualty Damage.

9.1 Damage to Building Space. Tenant will give immediate notice to Landlord of fire or other casualty damage to the Premises. Landlord will repair the Building Space unless it decides to terminate under Paragraph 9.2. Tenant will be obligated to pay prorata fixed and additional rent on the portion of the Building Space it can occupy. Fixed and additional rent shall abate as to any portion of the Premises, which cannot be occupied by Tenant.

9.2 (a) Premises Space Damage. If the Premises are substantially destroyed or the damage requires more than 180 days from the date of the damage to repair, either Landlord or Tenant has the option to terminate this Lease by giving written notice within 30 days after the date of the damage. This Lease shall terminate upon the date of casualty, or the date Tenant vacates the Premises, whichever is later.

9.2 (b) Repairs Requiring Less than 180 Days to Repair. If the estimated time to repair the Premises is less than 180 days and Landlord diligently pursues repair, Tenant may not terminate if repair time runs over 180 days due to causes beyond Landlord's control.

9.3 Negligence of Tenant - Uninsured Loss. An "Insured Loss" is damage caused by an event, which is either required to be, or which has been elected by Landlord to be covered by insurance described in Paragraph 8.2(a). If casualty damage occurs which is not an Insured Loss and which is due to a negligent or willful act of Tenant, Tenant will repair the damage at its expense and will remain liable for the full rent during repair to the extent Landlord is not reimbursed by insurance for such rent loss. Termination under Paragraph 9.2 will not be available to Tenant.

10. Real Property Taxes.

10.1 Payment of Taxes. If Tenant does not pay the items set forth as Additional Rent in the Information Schedule directly, which includes Real Property taxes, Landlord shall pay all Real property taxes on the Building and its grounds assessed and becoming a lien during the Lease Term. Tenant's prorata share of taxes will be paid to Landlord in accordance with Paragraph 5.2(a) hereof. If taxes cover a period of time prior to the commencement of the term or after the expiration of the term, Tenant's share shall be prorated. Upon termination, Tenant will pay Landlord's reasonable estimate of any unassessed real estate taxes corresponding to the term. Final payment or refund will be made when the taxes are assessed.

10.2 Definition of "Real Property Tax". The term "Real Property Tax" includes any form of assessment, license fee, levy, or tax (other than inheritance or estate taxes), imposed by an authority with direct or indirect power to tax any legal or equitable interest of Landlord in the Real property of which the Premises are a part, but shall not include any rent tax payable by Tenant under Paragraph 5, nor any corporate franchise or income taxes.

10.3 Personal Property Taxes. Tenant will pay, before delinquency, all taxes assessed against trade fixtures, furnishings, equipment and all other personal property of Tenant. Tenant will cause these items to be assessed and billed separately from the Real property of Landlord.

11. Utilities. Tenant shall pay directly and if not paid, Landlord will pay and hold Tenant fully liable for the payment.

12. Assignment and Subletting.

12.1 Landlord's Consent Required. Tenant will not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises, without Landlord's prior written consent which consent may be withheld by Landlord for any reason. Any attempted assignment, transfer, mortgage, encumbrance or subletting without consent shall be void as against Landlord and shall constitute a breach of the Lease. In the event Tenant is a corporation or other business entity and Tenant sells more than twenty-five percent (25%) of said business directly or indirectly this sale shall constitute an assignment of the Lease which requires Landlord's consent. The sale of the business indirectly by sale of any parent corporation/business shall likewise constitute an assignment of the Lease, which requires Landlord's consent. In the event consent is given and Tenant is to sublease or assign the lease in whole or in part and increase any collection of rent by Tenant for the sublease or assignment shall be payable to the Landlord. Consent to assign will not be unreasonably withheld if Tenant remains personally responsible for the obligations of the assignee.

12.2 No Release of Tenant. Regardless of Landlord's consent, no subletting or assignment will alter the primary liability of Tenant to pay the rent and to perform all other obligations to be performed by Tenant. Acceptance of rent from any other person will not be deemed a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignment or subletting.

13. Defaults; Remedies.

13.1 Events of Default. It is a default under this Lease if any of the following "Events of

Default" happen:

(a) if any Fixed Monthly Rent is not paid when due and default continues for a period of five (5) days after receipt of written notice; or

(b) if any additional rent is not paid when due and default continues for a period of five (5) days after receipt of written notice; or

(c) if Tenant physically vacates the Premises prior to the expiration of this Lease; or

(d) any notice or communication from Tenant to Landlord that Tenant will no longer pay the Fixed Monthly Rent or the Additional Rent when due or that Tenant will physically vacate the Premises prior to Lease expiration (except because of a default by Landlord) ; or

(e) if Tenant defaults under any of the terms of this Lease other than those in 13.1 (a) , (b) , (c) and (d) and default continues for thirty (30) days after receipt of written notice (except if default cannot be completely cured within thirty (30) days, it will not be an Event of Default if Tenant starts to cure within the 30-day period, and in good faith proceeds to remedy the default) ; or

(f) if Tenant or any person who has guaranteed performance, files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition or answer seeking relief under any federal, state or other statute or regulation, or seeks or consents to or acquiesces in the appointment of a trustee, receiver or liquidator of Tenant or guarantor, of all or any substantial part of Tenant's properties or of the Premises or any or all rents, earnings or income, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts generally as they become due; or

(g) if a petition is filed against Tenant, or any person who has guaranteed performance, seeking relief under any federal, state or other statute or regulation, which remains and dismissed or unstayed for sixty (60) days, or if a trustee, receiver or liquidator of Tenant or guarantor, or of all or any substantial part of its properties or of the Premises or any or all rents or income is appointed without the consent or acquiescence of Tenant or guarantor, and the appointment remains unvacated or unstayed for sixty (60) days.

(h) If tenant fails to pay any rental obligation to Landlord under any other lease with Landlord.

13.2 Notice Termination. Landlord at any time after the happening of an Event of Default may declare an Event of Default by written notice to Tenant specifying the Event(s) of Default. In the same or a later written notice, Landlord may elect that this Lease terminate at 5:00 p.m., on the date listed by Landlord. The date will be at least five (5) days after the giving of the termination notice (including the termination date). On the date in the notice, subject to Paragraph 13.4, the Lease and all interests demised will terminate and all rights of the Tenant shall cease. The termination will not take place if before the stated date and time:

(a) Tenant has paid all arrears of Fixed Minimum Rent and Additional Rent and all other amounts payable by Tenant (together with interest pursuant to Paragraph 24.10) and as Additional Rent all expenses (including, without limitation, attorneys' fees and expenses) incurred by Landlord due to any default by Tenant (the "Arrearages")

(b) all other defaults have been cured.

13.3 Repossession Re-letting. After notice of an Event of Default, whether before or after a termination as provided in Paragraph 13.2, Landlord, without further notice and with no liability to Tenant, may repossess the Premises by summary proceedings or ejectment, and may remove Tenant and all other persons and any and all property from the Premises. After such repossession, Landlord may (but is under no obligation to) re-let the Premises, any part thereof, or the Premises with additional premises, on account of Tenant (until Landlord makes demand for final damages), in Tenant's or Landlord's name, without notice to Tenant, for a term (which may be more or less than the period which would have been the balance of the term of this Lease) and on conditions including

concessions, periods of rent free use, or alterations, and for purposes which Landlord determines, and Landlord may receive the rents. Landlord is not liable for failure to collect any rent due upon any such reletting.

13.4 Survival of Tenant's Obligations Damages. No provisions in Paragraphs 13.1, 13.2 and 13.3 will relieve Tenant of its liability and obligations under this Lease, all of which will survive. Landlord will not be deemed to accept a surrender of Tenant's Lease or otherwise discharge Tenant because Landlord takes or accepts possession of the Premises or exercises control over them as provided. Acceptance of surrender and discharge may be done only by an instrument executed on behalf of Landlord by its duly authorized officer or employee.

In the event of termination or repossession following an Event of Default, Tenant will pay to Landlord the arrearages up to the date of termination. Further, Tenant, until the end of what would have been the term of this Lease in the absence of termination and whether or not the Premise or any part have been re-let, is liable to Landlord for, and will pay to Landlord, as liquidated and agreed "Current Damages" for Tenant's default:

(a) The Fixed Minimum Rent and all Additional Rent and other charges payable by Tenant or which would be payable if this Lease had not terminated, plus all Landlord's expenses in connection with any re-letting, including, without limitation, repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs and expenses of preparation for such reletting, LESS

(b) the net proceeds, if any, of any reletting on account of Tenant pursuant to Paragraph 13.3. If the Premises have been re-let with additional premises, the net proceeds, if any, of re-letting shall be prorated.

Tenant shall pay Current Damages to Landlord monthly on the days on which the Fixed Rent would have been payable if the Lease were not terminated, and Landlord is entitled to recover from Tenant each month.

After termination under Paragraph 13.2, whether or not Landlord has collected Current Damages, Tenant will pay to Landlord, on demand, as liquidated and agreed "Final Damages" for Tenant's default and in lieu of all Current Damages beyond the date of demand, an amount equal to

(x) the present cash value on the date of demand of the Fixed Minimum Rent and Additional Rent and other charges which would have been payable (net of any sales taxes) from the date of demand for what would have been the unexpired term of this Lease if it had not been terminated, PLUS

(y) the Arrearages to the earlier of the date of termination or repossession and Current Damages up to the date of demand, which remain unpaid. If any statute or rule of law governing a proceeding in which Final Damages are to be proved validly limits the amount to an amount less than that provided for, Landlord is entitled to the maximum amount allowable under the statute or rule of law. The discount rate of interest shall be as provided in Paragraph 24.10.

13.5 Cross-Default. Tenant shall be deemed to be in default of this Lease as well as all other leases with Landlord, if any, in the event Tenant is in breach of this Lease or any of the other leases with Landlord, if any. All such leases shall cross-default and Landlord shall have all remedies available in all of its leases with Tenant or otherwise available under the law.

14. Condemnation.

14.1 Permanent Condemnation. If the Premises or any portion are taken under the power of eminent domain or sold under the threat of the exercise of the power (both called "Condemnation"), this Lease will terminate as to the part taken as of the first date the condemning authority takes either title or possession. If the portion of the Premises taken is more than twenty-five percent (25%) or makes the balance unfit for Tenant's use, Tenant has the option to terminate this Lease as of the date the condemning authority takes possession. The option will be exercised in writing as follows:

(a) within thirty (30) days after Landlord has given Tenant written notice of the taking;
or

(b) absent notice, within thirty (30) days after the condemning authority has given Tenant written notice of a taking; or

(c) absent notice, within ten (10) days after the condemning authority has taken possession.

14.2 Temporary Condemnation. Upon Condemnation of all or a part of the Premises for temporary use, this Lease will continue without change or abatement in Tenant's obligations, as between Landlord and Tenant. Tenant is entitled to the award made for the use, insofar as the Premises. If said award is not limited to the Premises, then said amount shall be equitably distributed, in the sole and absolute discretion of Landlord. If the Condemnation extends beyond the initial term, or only current renewal term, the award will be prorated between the Landlord and the Tenant as of the dated expiration date of the term. The Tenant is responsible for the cost of any restoration work required to place the Premises in the condition they were in prior to Condemnation unless the release of the Premises occurs after termination. In such cases, Tenant will assign to the Landlord any claim it may have against the condemning authority for restoration. If Tenant has received restoration funds, it will give the funds to Landlord within fifteen (15) days after demand.

15. Force Majeure. If Landlord's or Tenant's performance of any non-monetary obligations under any provision in this Lease is delayed by an act or neglect of the other party, Act of God, strike, labor dispute, unavailability of materials, boycott, governmental restrictions, riots, insurrection, war, catastrophe, or act of the public enemy, the period for the beginning or completion of the obligations is extended for a period equal to the delay.

16. Subordination. This Lease, at Landlord's option, will be subordinate to any form of Security now or later placed on the Property and to all advances made on the Security and to all renewals, modifications, consolidations, replacements and extensions. Tenant's right to quiet possession of the Premises will not be disturbed if Tenant is not in default under this Lease unless it is otherwise terminated under the terms of this Lease. If any mortgagee, trustee or ground lessor elects to have this Lease prior to the lien of its Security, and gives written notice to Tenant, the Lease will be deemed prior to the Security, whether dated before or after the date of the Security, or the recording date. Tenant agrees to execute any required documents within ten (10) days after written demand. Landlord agrees to subordinate any landlord's lien, which it may have on the personal property of Tenant to the security interest of any vendor or person providing financing for its purchase and agrees to execute any documents requested to evidence this subordination.

17. Estoppel Certificate. Each party, within ten (10) days after written notice from the other party, agrees to deliver a written statement (I) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of the modification and certifying that this Lease, as so modified is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, (II) stating the amount of the Security Deposit, if any, held by Landlord, and (III) acknowledging that there are not, to the party's knowledge, any uncured defaults on the part of the party requesting the statement, or stating any claimed defaults. The statement may be relied upon by any prospective purchaser or lender.

A party's failure to deliver the statement within the time will be conclusive upon the party failing to respond (I) that this Lease is in full force and effect, without modification except as may be represented by the requesting party, (II) that any Security Deposit is as represented by the requesting party, (III) that there are no uncured defaults in the requesting party's performance, and (IV) that not more than one month's rent has been paid in advance.

18. Corporate Authority. If Tenant is a corporation, each individual executing this Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation, or in accordance with the bylaws of the corporation, and that this Lease is binding upon the corporation. If Tenant is a corporation, Tenant will, within thirty (30) days after execution of this Lease, deliver to Landlord a certified copy of applicable bylaws authorizing or ratifying the execution of this Lease or establishing the authority of the person executing this Lease.

19. Notices. All notices required or permitted under this Lease shall be in writing and shall be deemed duly given if mailed in any U.S. Post office by certified or registered mail, addressed to Landlord or Tenant, respectively,

at the addresses provided in the Information Schedule.

20. Broker's Fee. Landlord and Tenant represent and warrant to each other that except as stated in the Information Schedule, no broker, agent or finder has been employed by it in connection with this Lease and no commissions are payable by it to any person. Tenant and Landlord each agree to indemnify, defend and save harmless the other from any expenses or claim for fees or commissions resulting from the indemnifying party having dealt with any broker, agent or finder in negotiating this Lease. Landlord and Tenant acknowledge that their broker in this transaction, if any, was listed in the Information Schedule and that payments of commissions will be in accordance their agreement. Tenant represents it did not deal with any other broker, agent or finder purporting to represent Landlord.

21. Landlord's Access. Landlord and Landlord's agents have the right to enter the Premises at reasonable times for the purpose of inspecting, showing the Premises to prospective purchasers or lenders, and making alterations, repairs, improvements or additions to the Premises or to the Building that Landlord deems necessary or desirable.

22. Landlord's Liability. The term "Landlord" means only the owner or owners of the fee title at the time in question. If the Landlord (or the then Grantor) transfers any title or interest from and after the date of transfer the Landlord (or the then Grantor) is relieved of all liability for Landlord's obligations to be performed after the date of transfer. Any Security Deposit not delivered to the Grantee is excepted. Landlord's obligations under this Lease shall thereafter be binding on Landlord's successors and assigns, but only during their respective periods of ownership. Tenant agrees to attorn to any transferee or lender of Landlord.

23. Landlord's Rights. If Tenant fails to make any required payment or defaults in performing any other term in this Lease, Landlord may, but need not (and without waiving the default), make such payment or remedy other defaults for Tenant's account and at Tenant's expense, immediately and without notice in case of emergency, otherwise on five (5) days written notice to Tenant. The costs, with interest under Article 24.10, and with a charge equaling 15% of the cost (to cover Landlord's overhead), is due as Additional Rent with Tenant's next Fixed Minimum Rent installment.

24. Miscellaneous.

24.1 Time of Essence. Time is of the essence under this Lease.

24.2 Covenants and Conditions. Each provision of this Lease performable by Tenant is both a covenant and a condition.

24.3 Captions. Article and paragraph captions are only for convenience.

24.4 Incorporation of Prior Agreements Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned. No prior agreement or understanding is effective after execution of this Lease. This Lease may be modified in writing only, signed by the parties. The Exhibits and Information Schedule attached to this Lease are part of the Lease as fully as if placed in the body of the Lease. Notwithstanding the above, Tenant shall remain liable for all rental and additional rental obligations under the prior lease, as well as the obligation to have any work performed, by Tenant or Tenant's agents, at the location to be brought up to code and permitted. Further, Tenant shall assume the obligation of completing any pending electrical work at its cost for its electrician for the 4051 Royal Palm Avenue premises, regardless of whether said services were contracted by Landlord, all of which serives have already been paid for by Landlord.

24.5 Cumulative Remedies. No remedy or election is exclusive but, wherever possible, is cumulative with all other remedies at law or in equity.

24.6 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision. The valid portions of the Lease shall be interpreted together to accomplish the intent of the parties.

24.7 Merger. The voluntary or other surrender by Tenant or a mutual cancellation will work a

merger, and at Landlord's option, will terminate existing subtenancies or operate as an assignment of subtenancies.

24.8 Holding over. If Tenant retains possession after the Lease Term expires, without the written consent of Landlord, the occupancy will be a tenancy from month-to-month at a rent in the amount of 1.5 times the last Fixed Minimum Rent plus all Additional Rent and other charges payable, and upon all the terms applicable to a month-to-month tenancy. Any options and rights of first refusal contained in the Lease are terminated during the month-to-month tenancy.

24.9 Waivers. Waiver by Landlord of any provision is not a waiver of any other provision or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent or approval of any act will not make it unnecessary to obtain Landlord's consent or approval in the future. The acceptance of rent by Landlord is not a waiver of any breach by Tenant other than the failure of Tenant to pay the particular rent accepted, regardless of whether Landlord knows of such a breach.

24.10 Interest on Past-Due Obligations. Any amount due to Landlord not paid within ten (10) days of the due date will bear interest from the date due at the rate of eighteen percent (18%) per annum or the highest rate of interest payable under the law, whichever is lowest. Payment of interest will not cure any default by Tenant under this Lease except as expressly provided.

24.11 Attorneys' Fees. If either party brings an action regarding terms or rights under this Lease, the prevailing party in any action, on trial or appeal, is entitled to reasonable attorneys' fees as fixed by the court to be paid by the losing party. The term "attorneys' fees" shall include, but not be limited to, reasonable attorneys' fees incurred in any and all judicial, bankruptcy, reorganization, administrative or other proceeding, including appellate proceedings, whether the proceedings arise before or after entry of Final Judgment and all costs and disbursements in connection with the matter. It shall also include all fees and costs for post judgment enforcement.

24.12. Waiver of Jury Trial. Landlord and Tenant each waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties to this Lease against the other on any matters whatsoever arising out of or in any way connected with this Lease or its termination, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises and/or any claim of injury or damage and any emergency statutory or any other statutory remedy.

24.13 Recording. Tenant will not record this Lease without Landlord's written consent. Any recordation without Landlord's consent, at Landlord's option will constitute a non-curable default of Tenant.

24.14 Signs and Auctions. Tenant shall not place any additional signs upon or conduct any auction on the Premises without Landlord's prior written consent.

24.15 Security. Tenant acknowledges that the rents reserved in this Lease do not include the cost of security guards or other security measures, and that Landlord has no obligation to provide such services. Tenant assumes all responsibility for the protection of Tenant, its agents, employees and invitees from acts of third parties.

24.16 Easements and Restrictive Covenants. Landlord reserves the right to grant and record easements, cross easements, rights, restrictive covenants and conditions and dedications, which it deems necessary or desirable. The grants will not unreasonably interfere with Tenant's use of the Premises. Tenant agrees to promptly execute documents requested by Landlord. Failure to execute will be a material breach under this Lease.

24.17 Binding Effect; Choice of Law. Subject to provisions restricting assignment and subletting and to the provisions of Paragraph 22, this Lease will bind the parties, their personal representatives, successor and assigns. This Lease shall be governed by the laws of the State of Florida. Both parties acknowledge that they have reviewed this Lease thoroughly and have given their voluntary consent to the provisions. The Landlord and Tenant agree that, at execution, the terms are commercially reasonable and show the intent of the parties. This Lease shall survive any sale of the Building.

The parties have executed this Lease at the place on the date specified.

Witnesses:

Name:

Name:

Name:

Name:

Josa Property 15, LLC

By:

Name: Jorge L. Salazar

Title: Manager

Aquatic Control Group, Inc.

By:

Name: Mark Brooks

Title: President



Miami-Dade Aviation Department

P.O. Box 025504
Miami, Florida 33102
T 305-876-7000 F 305-876-0948
www.miami-airport.com

miamidade.gov

Commercial Airport:

Miami International Airport

General Aviation Airports:

Dade-Collier Training & Transition

Homestead General

Kendall-Tamiami Executive

Opa-locka Executive

September 8, 2021

Aquatic Control Group, Inc.
2343 NW 7th Ave
Miami, FL 33127

RE: Letter of Reference

To Whom It May Concern:

Aquatic Control Group, Inc. has been providing canal maintenance work at Miami International Airport and three of its satellite airports since October 2020 under contract FB-01370, Canal Maintenance Services (MDAD). ACG has provided exemplary services since day one. They have been extremely responsive, and our canals are being maintained impeccably. The canals were recently reviewed as part of an ISO 14001 audit of MDAD Maintenance. The auditors stated that they had never seen the canals in such good shape after more than ten years of audits.

Judging by our experience with Aquatic Control Group, Inc., the firm is highly recommended by this Department.

Should you have any questions, please contact me at (305) 876-7380.

Sincerely,

Michael Bedell
Landscape Architect 3
Facilities Maintenance, GA Airports

Delivering Excellence Every Day

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

7243342

BUSINESS NAME/LOCATION

AQUATIC CONTROL GROUP INC
1501 NW 37TH ST
MIAMI FL 33142-5567

RECEIPT NO.

RENEWAL
7529686

EXPIRES

SEPTEMBER 30, 2023

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER

AQUATIC CONTROL GROUP INC
C/O MARK BROOKS PRES

SEC. TYPE OF BUSINESS

207 ADMIN OFFICE/OPERATION CTR

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$45.00 08/23/2022
INT-22-395704

Employee(s) 1

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

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

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



Stephanie Bortz

**Stormwater Utility
Manager**

July 25, 2021

Aquatic Control Group, Inc.
1501 NW 37 Street
Miami, FL 33142

Ref: Letter of Reference

To whom it may concern:

The City of Doral awarded ITB #2018-30 "Floating Debris Removal Services" to Aquatic Control Group, Inc in January 2018 and the Notice to Proceed began March 2019. As project manager for this program, I have worked with Aquatic Control Group since the Notice to Proceed date and have received excellent service and response time. Aquatic Control completes the scope of work within the executed contract and provides helpful and reasonable alternatives for any issues that may arise. I would like to recommend this vendor to any municipality in need of a service similar to the scope from the above-mentioned program to keep our waterways clean.

If you have any questions, I can be reached at (305) 593-6740 ext. 6024 or Stephanie.Bortz@cityofdoral.com.

Sincerely,

Stephanie Bortz
Stormwater Utility Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2023

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

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

PRODUCER Bellwether Insurance Group, LLC 225 SE 15th Terrace Deerfield Beach FL 33441	CONTACT NAME: Bellwether Insurance Group PHONE (A/C, No, Ext): (954) 800-6400 FAX (A/C, No): (954) 935-7597 E-MAIL ADDRESS: certificates@bigriskmanagement.com
INSURED Aquatic Control Group Inc 8910 Schoolhouse Rd Miami FL 33156	INSURER(S) AFFORDING COVERAGE INSURER A: ARGONAUT INSURANCE COMPANY INSURER B: Progressive Express Insurance Co INSURER C: Lloyds of London INSURER D: INSURER E: INSURER F:
	NAIC # 19801 10193

COVERAGES**CERTIFICATE NUMBER:** CL228903857**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Hull & P&I GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		726OM4509-00	08/16/2022	08/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Pollution Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			04104091-1	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			USRUMB20308	08/16/2022	08/16/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Commercial Auto			04028550-0	09/01/2022	09/01/2023	combined single limit \$1,000,000 PIP \$10,000

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

CERTIFICATE HOLDER**CANCELLATION**The City of Miami Dept of Procurement & Risk Mngmnt
444 SW 2nd Ave

Miami

FL 33130

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2023

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

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

PRODUCER Eastern Insurance Group, Inc. 7400 SW 50th Terrace Suite 100 Miami FL 33155	CONTACT NAME: Amanda Nogues PHONE (A/C, No, Ext): (305) 595-3323 E-MAIL ADDRESS: amanda@easterninsurance.net FAX (A/C, No): (305) 595-7135
INSURED Aquatic Control Group, Inc. 1501 NW 37th St Miami FL 33142	INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 42376

COVERAGES**CERTIFICATE NUMBER:** Master 22/23 WC**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	Y	TWC4178574	12/07/2022	12/07/2023 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket waiver of subrogation applies with respects to workers comp when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

The City of Miami, Department of Procurement,
and Risk Management
444 SW 2nd Avenue
Miami FL 33130

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

AUTHORIZED REPRESENTATIVE

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IFB 1704386 Canal Cleaning Services

Attachment E - Classification 1 - Federally Funded Projects Price Sheet

*complete this sheet while in excel. Spreadsheet automatically total.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$2,500.00	\$15,000.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$1,000.00	\$6,000.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00
18	Comfort Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$4,000.00	\$16,000.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH	\$4,500.00	\$27,000.00
20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$1,000.00	\$16,000.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00

24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$500.00	\$8,000.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$200.00	\$2,400.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00
40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,000.00	\$12,000.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00
44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH	\$1,000.00	\$1,000.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH	\$4,000.00	\$4,000.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00

50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY	\$250.00	\$1,000.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$250.00	\$500.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH	\$6,000.00	\$12,000.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00
59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$2,000.00	\$8,000.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,500.00	\$6,000.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH	\$400.00	\$400.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH	\$400.00	\$400.00

81	Removal of Litter at any outfall or Bay areas - removal by hand of litter buried at outfall ends in the waterway bottom of the shore and at 30 feet of the shoreline.	1	TON	\$400.00	\$400.00
82	Removal and disposal of dead animals; removal and disposal of fish due to a fish kill or a pollution event.	1	TON	\$400.00	\$400.00
83	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, up to 7" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$500.00	\$500.00
84	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 8" to 20" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$600.00	\$600.00
85	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, 21" to 35" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$900.00	\$900.00
86	Furnishing all labor, material and equipment for the complete removal and disposal of one (1) overgrown tree, more than 36" d.b.h. in diameter, located in the banks or upland areas within the canal right of way or the waterway of any of the canals	1	EACH	\$1,200.00	\$1,200.00
87	Shade Tree and Stump Removal 0'-15' overall height	1	EACH	\$1,300.00	\$1,300.00
88	Shade Tree and Stump Removal 15'-40' overall height	1	EACH	\$1,400.00	\$1,400.00
89	Shade Tree and Stump Removal 41'-60+' overall height	1	EACH	\$1,500.00	\$1,500.00
90	Palm Tree and Stump Removal 0'-15' overall height	1	EACH	\$1,300.00	\$1,300.00
91	Palm Tree and Stump Removal 16'-40' overall height	1	EACH	\$1,400.00	\$1,400.00
92	Palm Tree and Stump Removal 41'-60+' overall height	1	EACH	\$1,500.00	\$1,500.00
93	Shade Tree Pruning 0'-15' overall height	1	EACH	\$400.00	\$400.00
94	Shade Tree Pruning 16'-40' overall height	1	EACH	\$500.00	\$500.00
95	Shade Tree Pruning 41'-60+' overall height	1	EACH	\$600.00	\$600.00
96	Palm Tree Pruning 0'-15' overall height	1	EACH	\$400.00	\$400.00
97	Palm Tree Pruning 16'-40' overall height	1	EACH	\$500.00	\$500.00
98	Palm Tree Pruning 41'-60+' overall height	1	EACH	\$600.00	\$600.00
99	SPECIAL PROVISION = Contingency Allowance				\$100,000.00

IFB 1704386 Canal Cleaning Services

Attachment F - Classification 2 - Non-Federally Funded Projects Price Sheet

*complete this sheet while in excel. Spreadsheet automatically total.

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL ITEM COST
1	Wagner Creek North Canal - collection of litter, trash and debris in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
2	Wagner Creek North Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and shallow surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
3	Wagner Creek North Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00
4	Wagner Creek North Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$2,500.00	\$15,000.00
5	Wagner Creek North Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
6	Wagner Creek North Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
7	Wagner Creek South Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
8	Wagner Creek South Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
9	Wagner Creek South Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$1,000.00	\$4,000.00
10	Wagner Creek South Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	BI-MONTHLY	\$1,000.00	\$6,000.00
11	Wagner Creek South Canal - the removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
12	Wagner Creek South Canal - the removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
13	Seybold Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
14	Seybold Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
15	Seybold Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
16	Comfort Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00
17	Comfort Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$4,500.00	\$54,000.00
18	Comfort Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	4	QUARTERLY	\$4,000.00	\$16,000.00
19	Comfort Canal - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	6	EACH	\$4,500.00	\$27,000.00
20	Comfort Canal - removal and disposal of any vegetation obstruction (logs, branches, water weeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
21	Comfort Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
22	Ademar Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$1,000.00	\$16,000.00
23	Ademar Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00

24	Ademar Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
25	Ademar Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
26	Davis Canal - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	16	EACH	\$500.00	\$8,000.00
27	Davis Canal - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
28	Davis Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
29	Davis Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
30	NE 28th Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
31	NE 28th Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$200.00	\$2,400.00
32	NE 28th Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
33	NE 28th Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
34	NE 20-21st Street Cove - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
35	NE 20-21st Street Cove - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00
36	NE 20-21st Street Cove - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
37	NE 20-21st Street Cove - removal and disposal of any obstruction (shopping carts, tires, appliances, boats, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
38	Bayfront of Rickenbacker Causeway - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
39	Bayfront of Rickenbacker Causeway - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00
40	Bayfront of Rickenbacker Causeway - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
41	Lawrence Waterway and Swell Canal - collecting litter, trash and debris in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
42	Lawrence Waterway and Swell Canal - mowing and trimming all overgrown vegetation in the banks, swales and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,000.00	\$12,000.00
43	Lawrence Waterway and Swell Canal - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00
44	Lawrence Waterway and Swell Canal - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
45	Lawrence Waterway and Swell Canal - removal and disposal of any obstruction (shopping carts, tires, appliances, furniture, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
46	Lawrence Waterway, Seawall Portion - pressure clean a total of 144 existing concrete bollards and the seawall area	1	EACH	\$1,000.00	\$1,000.00
47	Lawrence Waterway, Seawall Portion - pressure clean and paint a total of 144 existing concrete bollards. Paint to be used calls for a one coat Thoroseal #8532, or approved equal. This item includes maintenance and welding of 1,400 feet of hot-deep galvanized 3/8" anchor chain, 10 ft. in length, as per detail on Division 5. In addition, if the concrete finish is broken or damaged, apply ACI 301, to a smooth form finish before painting	1	EACH	\$4,000.00	\$4,000.00
48	Waterfront of Antonio Maceo Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$250.00	\$3,000.00
49	Waterfront of Antonio Maceo Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00

50	Waterfront of Antonio Maceo Park - spraying the waterways for vegetation growth below the water surface of the canal with Sonar Herbicide, or approved equal	4	QUARTERLY	\$250.00	\$1,000.00
51	Waterfront of Antonio Maceo Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
52	Waterfront of Antonio Maceo Park - spraying the banks or upland areas within the canal right of way, using approved weed control chemical treatment method	2	SEMI-ANNUALLY	\$250.00	\$500.00
53	Furnishing all labor, material and equipment necessary for the removal of seaweed and hydrilla from all the canals and waterways including the Biscayne Bay areas, as directed by the City Engineer. Use of a weed harvester such as a Kelpin 800 Model, or approved equal REQUIRED.	2	EACH	\$6,000.00	\$12,000.00
54	Waterfront of Margaret Pace Park - collecting litter, trash and debris in the banks and upland areas within the right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
55	Waterfront of Margaret Pace Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the shore right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
56	Waterfront of Margaret Pace Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
57	Waterfront of Pallot Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
58	Waterfront of Pallot Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$250.00	\$1,000.00
59	Waterfront of Pallot Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
60	Waterfront of Kennedy Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
61	Waterfront of Kennedy Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00
62	Waterfront of Kennedy Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
63	Waterfront of Morningside Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$750.00	\$9,000.00
64	Waterfront of Morningside Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,000.00	\$4,000.00
65	Waterfront of Morningside Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,500.00	\$3,000.00
66	Waterfront of Legion Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$500.00	\$6,000.00
67	Waterfront of Legion Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$500.00	\$2,000.00
72	Waterfront of Legion Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
73	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$2,000.00	\$24,000.00
74	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$2,000.00	\$8,000.00
75	Waterfront of Miami River (along NW South River Drive west of NW 27 Ave to NW 29 Ave) - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$2,000.00	\$4,000.00
76	Waterfront of Fern Isle Park - collecting litter, trash and debris in the banks and upland areas within the canal right of way and surface waters	12	MONTHLY	\$1,500.00	\$18,000.00
77	Waterfront of Fern Isle Park - mowing and trimming all overgrown vegetation in the banks and upland areas within the canal right of way and surface waters	4	QUARTERLY	\$1,500.00	\$6,000.00
78	Waterfront of Fern Isle Park - removal and disposal of any vegetation obstruction (logs, branches, seaweeds, etc.)	2	SEMI-ANNUALLY	\$1,000.00	\$2,000.00
79	Installation of one (1) Type I Turbidity Barrier 50 FT in length, at any waterway location in the City, as directed by City Engineer.	1	EACH	\$400.00	\$400.00
80	Removal of one (1) turbidity barrier 50 FT in length, at any location in the City, as directed by the City Engineer.	1	EACH	\$400.00	\$400.00

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



September 11, 2023

Mark Brooks
Aquatic Control Group, Inc.
1501 NW 37th Street
Miami, FL 33142

SENT VIA EMAIL: AquaticPlantMgt@gmail.com

RE: Notice to Cure – Invitation for Bid (“IFB”) No. 1704386 - Canal Cleaning Services

Dear Mr. Brooks:

The City of Miami's Procurement Department is in the process of evaluating your firm's response to the above-listed IFB. In reviewing the bid submitted, we reviewed a word document submitted as proof of the Commercial Applicator License. To confirm validity, please provide a photocopy only of the license issued by the Department of Agriculture and Consumer Services.

In order to complete the award phase of the process, please provide the requested license copy via email to: Tahlia Gray at tgray@miamigov.com, no later than close of business (5:00 PM Eastern Standard Time) on Friday, September 15, 2023. Failure to submit the requested license copy may render Aquatic Control Group's bid submission as non-responsive.

Should you have any questions regarding this notification, please contact Tahlia Gray at the email address provided above.

Thank you for your cooperation.

Sincerely,

Annie Perez, CPPO
Chief Procurement Officer/Director of Procurement

Florida Department of Agriculture and
Consumer Services

Pesticide Certification Office
Commercial Applicator License

License# CM14488

MONTGOMERY, STEPHEN F

Categories

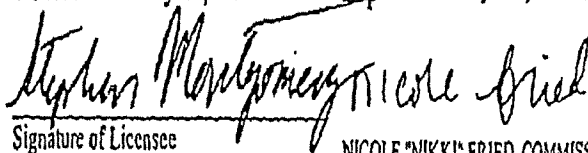
12361 NW 29TH PL

SA, 21, 2

SUNRISE, FL 33323

Issued: January 13, 2021

Exp January 31, 2025



Signature of Licensee

NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of
Chapter 487, F.S. to purchase and apply restricted use
pesticides.

City of Miami

ANNIE PEREZ, CPPO
Procurement Director

ARTHUR NORIEGA V
City Manager



September 11, 2023

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Chief Procurement Officer/Director of Procurement

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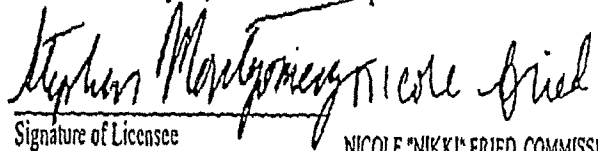
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