

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF TWO CONTRACTS FOR ITB 2018-12R, LITTER CONTROL SERVICES FOR ROW & TOWN PARKS TO KITA CORP. AND SFM SERVICES, INC. IN AMOUNTS NOT TO EXCEED BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the “Town”) requires an independent contractor to patrol the Town seeking out litter that accumulates in any Town-owned area with the goal of maintaining a professional, clean, and neat appearance throughout the Town for the enjoyment of our residents; and

**WHEREAS**, Section 5(b) of the Town’s Procurement Ordinance 17-203 provides that procurements in excess of \$15,000 shall require the use of competitive sealed bidding; and

**WHEREAS**, in accordance with Section 5 of Town Ordinance 17-203, the Town issued an Invitation to Bid (“ITB”) No. 2018-12R on June 20, 2018, for Litter Control Services for Rights-of-Way & Town Parks; and

**WHEREAS**, the ITB was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby; and

**WHEREAS**, the Town received three (3) bids by the submittal deadline from the following bidders: (1) Kita Corp.; (2) SFM Services, Inc.; and (3) Superior Landscaping & Lawn Service, Inc.; and

**WHEREAS**, the Town's Procurement Department performed a due diligence review of the lowest two bids for responsiveness and found that both bids were responsive; and

**WHEREAS**, the Procurement Department recommended awarding two contracts: one to Kita Corp., the lowest responsive bidder, to serve as the primary contractor, and one to SFM Services, Inc. the second lowest responsive bidder, to serve as a secondary contractor in the event Kita Corp. is nonresponsive or otherwise unable to perform the required services; and

**WHEREAS**, the Town Manager concurs and recommends the Town Council authorize him to execute contracts with Kita Corp. and SFM Services, Inc. for Litter Control Services for Rights-of-Way & Town Parks in amounts not to exceed budgeted funds per year; and

**WHEREAS**, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into two contracts with Kita Corp. and SFM Services, Inc. for Litter Control Services for Rights-of-Way & Town Parks in amounts not to exceed budgeted funds per year.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.**     The foregoing Recitals are true and correct and incorporated herein by this reference.

**Section 2.**     **Approval of the Contract.**     The Town Council hereby approves the award of two contracts, in substantially the form attached hereto as Exhibits "A" and "B," for

Litter Control Services for Rights-of-Way & Town Parks in an amount not to exceed budgeted funds (hereinafter referred to as “Contracts”).

**Section 3.**     **Authorization of Town Officials.**   The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contracts.

**Section 4.**     **Authorization of Fund Expenditure.**     The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the Contracts.

**Section 5.**     **Execution of the Contract.**   The Town Manager is authorized to execute the Contracts with Kita Corp. and SFM Services, Inc. in amounts not to exceed budgeted funds per year and to execute any extension and/or amendments to the Contracts, subject to approval as to form and legality by the Town Attorney.

**Section 6.**     **Effective Date.**   This Resolution shall take effect immediately upon adoption.

**THIS SPACE INTENTIONALLY LEFT BLANK**

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

The foregoing resolution was offered by \_\_\_\_\_ who moved  
its adoption. The motion was seconded by \_\_\_\_\_ and upon  
being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

---

Manny Cid  
MAYOR

Attest:

---

Gina Inguanzo  
TOWN CLERK

Approved as to form and legal sufficiency:

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Raul Gastesi, Jr.  
Gastesi & Associates, P.A.  
TOWN ATTORNEY

# **EXHIBIT A**

Agreement  
between the  
Town of Miami Lakes  
and  
**Kita Corp.**  
for  
Litter Control Services for Rights-of-Way & Town Parks,  
ITB 2018-12R

# INVITATION TO BID

## Litter Control Services for Rights-of-Way and Town Parks

**ITB No. 2018-12R**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Frank Mingo  
Councilmember Timothy Daubert  
Councilmember Luis Collazo  
Councilmember Ceasar Mestre  
Councilmember Marilyn Ruano  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	June 20, 2018
<b>Non-Mandatory Pre-Bid Conference</b>	10:30AM, June 28, 2018
<b>Bids Due</b>	11:00AM, July 6, 2018

**Litter Control Services for  
Rights-of-Way and Town Parks  
ITB 2018-12**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Litter Control Services for Rights-of-Way and Town Parks  
**ITB No.:** 2018-12R  
**Pre-Bid Conference:** 10:30AM, June 28, 2018  
**Bids Due:** 11:00AM, July 6, 2018

The Town of Miami Lakes (the “Town”) will be accepting sealed Bids for Litter Control Services (“Services”). Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. **Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00AM on July 6, 2018.**

### **Project Overview:**

The Town is soliciting bids to establish contract(s) with a qualified and experienced contractor (“Contractor”) for litter control and associated waste disposal services throughout Town-owned parks and rights-of-way. The qualified Contractor will have the capability to manage its operations independently and require minimal interference from Town staff. The overall goal is to maintain all Town-owned property in a professional, clean, and neat appearance for the enjoyment of our residents.

The Contractor is expected to work with Town staff to develop routes designed with the goal of minimizing Litter and other associated waste from remaining in any park or right-of-way for a period longer than 24 hours. The Town expects the Contractor to have the flexibility to address issues that may arise during the course of the Work and require immediate remedial action. The number of crews the Town requires will rise and fall with the level of service the Town anticipates providing in a fiscal year.

The Town is located in the northwest corner of Miami-Dade County, Florida. The Town was incorporated on December 5, 2000 and is one of the youngest municipalities in the County. Occupying a land area of approximately 6.6 square miles, the Town is home to approximately 30,000 residents and over 1,146 businesses. The Town has three office-commercial-industrial areas containing approximately 647 acres of land with approximately 6.9 million square feet of developed space. Within the Town, several areas have been identified as Litter hotspots including, but not limited to, the following:

- NW 166 Terrace from 89 to 87<sup>th</sup> Ave
- NW 87<sup>th</sup> Ave east side sidewalk, north and south of NW 154<sup>th</sup> St
- Commerce Way from 87<sup>th</sup> Ave to 84<sup>th</sup> Ave
- NW 92<sup>nd</sup> Ave swale area
- NW 162<sup>nd</sup> St by empty lots west of 83<sup>rd</sup> Place to 86<sup>th</sup> Ct
- NW 153<sup>rd</sup> Terr, west of 89<sup>th</sup> Ave
- NW 79<sup>th</sup> Ave, north of 154<sup>th</sup> St to 159<sup>th</sup> Terr
- NW 154<sup>th</sup> St on the SR 826 entrance/exit ramps
- NW 167<sup>th</sup> St, from the SR 826 frontage Rd to 67<sup>th</sup> Ave

### **Scope of Work:**

Contractor shall perform litter/debris pick-up and disposal from the Town’s Right-Of Way (“ROW”) and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks, from 8:00 A.M. through 4:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

In Town Parks, the Contractor shall check, service, and restock dog waste receptacles throughout the Parks. The areas in the parks include, but are not limited to; all grass areas, parking lots, driveways, roadways, walkways, playgrounds, picnic shelters, facility exteriors, lakefront beaches, landscaping beds, and basketball courts. The list of park locations and is contained in Exhibit A.

The ROW areas include all ROW roadways, bus shelters, trash receptacles, and medians within the Town boundaries as well as all entrances and exit ramps to the Palmetto Expressway (SR826).

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval. On occasion, the Town may request Contractor pick-up and dispose of articles/debris over 25lbs. in weight. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up.

See Section D, Special Terms & Conditions for additional terms.

#### **Minimum Qualification Requirements:**

To be eligible for award of this project, bidders shall:

1. Possess a minimum of three (3) years of experience performing litter control services; and
2. Must provide one (1) verifiable client reference demonstrating completion of at least one (1) contract for services of similar scope and value performed within the last three (3) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov), on the Procurement Department page under "Contractual Opportunities," DemandStar, and Public Purchase. All inquiries regarding the Project must be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted.

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents .
15. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

- 16. Inspector** means an authorized representative of the Town assigned to make necessary inspections of Work/Service sites and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
- 17. Litter** means undesired trash or debris including, but not limited to, all fallen branches, palm fronds, small dead animals, and loose debris under 25 lbs. or less per item. "Litter" does not include leaves, grass clippings, dirt, plant particulate, and other similar small vegetation.
- 18. Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
- 19. Non-compliant Work** means Work that is unsatisfactory, deficient, or does not conform to the Contract Documents or Annual Work Plan, or does not meet the requirements of any inspection, test or approval
- 20. Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
- 21. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 22. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 23. Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- 24. Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 25. Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 26. Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
- 27. Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 28. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 29. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 30. Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
- 31. Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids

must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) *Joint Venture or Teaming Agreements*

Joint venture firms or teaming agreements will not be considered for award under this ITB.

**B2.02 PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

**B2.03 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

**B2.04 PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33016 at 10:30AM, on Thursday, June 28, 2018.

**B2.05 QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06 EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### **B2.07 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### **B2.08 POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### **B2.09 ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

##### ***(i) Unbalanced Bids***

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

#### **B2.10 WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

#### **B2.11 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

#### **B2.12 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at:

[http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

#### **B2.13 TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### **B2.14 AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

#### **B2.15 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at

[http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

#### **B2.16 EXECUTION OF CONTRACT**

The Bidder(s) must complete, sign, and include the Contract Execution Form, Form CE, with its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). Evidence of signing authority must be submitted with the Bid. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the Procurement Department's recommendation where applicable (See Town Ordinance 17-203 § 4(a), as amended from time to time, for guidance on the Town Manager's signing authority).

### **B3 REQUIRED FORMS & AFFIDAVITS**

#### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

#### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

#### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

#### **B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### **B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor regardless of whether such is specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

### **C2 GENERAL REQUIREMENTS**

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees to employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

### **C3 TIME IS OF THE ESSENCE**

Time is of the essence with regards to all Work performed under this Contract. Contractor will promptly perform its duties hereunder and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Notice to Proceed for the commencement and completion of the Work was included because of its importance to the Town.

### **C4 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[gastesir@gastesi.com](mailto:gastesir@gastesi.com)

Copy to:

Procurement Department  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

For Contractor:

Pierre Prime  
COO  
Kita Corp.  
3101 NW 171 Terrace,  
Miami Gardens, Florida 33056  
[Pprime01@gmail.com](mailto:Pprime01@gmail.com)

During the Work the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

## **C5 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

## **C6 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of the following:

### **C6.01 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. The policies must include:

- Waiver of subrogation
- Statutory State of Florida
- Limit of Liability

### **C6.02 EMPLOYER'S LIABILITY:**

Limit for each bodily injury by an accident shall be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.

### **C6.03 COMPREHENSIVE BUSINESS AUTOMOBILE AND VEHICLE LIABILITY INSURANCE:**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

### **C6.04 COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL"):**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed

by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- Personal and Advertising Injury with an aggregate limit of One Million Dollars (\$500,000).
- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

#### **C6.05 CERTIFICATE OF INSURANCE:**

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall **specifically cite this Contract and shall state that such insurance is as required by this Contract.** The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

#### **C6.06 ADDITIONAL INSURED:**

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town shall be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

### **C7 RULES AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to the provision of services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

## **C8 SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents, the general and local conditions, particularly those bearing upon the performance of the Work.

## **C9 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Where materials are transported in the performance of the Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas shall be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

## **C10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor shall perform the Work in a manner that does not cause any losses or damage and shall protect public and private property, and utilities from injury or loss arising out of or in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor shall be responsible to restore all areas impacted by the Work, including, but not limited to, swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

## **C11 SAFETY PRECAUTIONS**

Contractor shall be solely responsible for taking all safety precautions in connection with the performance of the Work. Contractor shall take all necessary precautions for the safety damage, injury or loss to persons and/or property. Contractor shall comply with all applicable provisions of federal, state, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons.

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

## **C12 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials shall be new unless otherwise specified in a Work.

## **C13 VEHICLES AND EQUIPMENT**

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary. In the event any vehicle or equipment is out of service for maintenance, Contractor must dedicate such resources as necessary to ensure continued, uninterrupted performance under the Contract.

#### **C14 PROJECT MANAGEMENT**

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English-speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Project Manager.

#### **C15 SUBCONTRACTORS**

Subcontracting of any work under this Contract is not permitted unless prior written approval is obtained from the Town Manager for a particular Work Order or Emergency Call.

In the event subcontractors are utilized, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

#### **C16 AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager will not be responsible for means, methods, techniques, or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor.

The Project Manager will not be responsible for the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

#### **C17 INSPECTION OF THE WORK**

The Town may at any time inspect the Work performed under the Contract to determine if the Work is being completed in accordance with the Contract. The Project Manager or Inspector may require the Contractor to return to any area where Work was performed for the Contractor to re-perform the Work where the Project Manager has determined the Work was not performed in accordance with the Contract.

#### **C18 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method

or unit method of all licenses, permits and fees if required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

#### **C19 TAXES**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

#### **C20 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

#### **C21 CHANGE ORDERS**

The Town reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

## **C22 CLAIMS**

Any claim for a change in the Contract shall be made by written notice by Contractor to the Town Manager or designee and to the Town's Procurement Manager within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Article 3.42. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

## **C23 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable;
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- iii. the Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

## **C24 CONTINUING THE WORK**

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

## **C25 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

## **C26 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such order as provided in Article 3.502, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

## **C27 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- i. Any amount of any claim by a third party;
- ii. Any Liquidated Damages, and/or;
- iii. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

## **C28 DEFAULT AND TERMINATION**

### **C28.01 EVENT OF DEFAULT:**

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not be limited to, the following:

- i. The Contractor has not performed the Work in a timely manner;
- ii. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- iii. The Contractor has failed to make prompt payment to S suppliers for any services, materials, or supplies provided to Contractor;
- iv. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- vi. The Contractor has failed in the representation of any warranties stated herein;
- vii. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

### **C28.02 NOTICE OF DEFAULT-OPPORTUNITY TO CURE:**

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

### **C28.03 TERMINATION FOR DEFAULT**

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

#### **C28.04 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall, Stop all Work on the date specified in the notice ("the Effective Date") and perform the following tasks:

- i. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
- ii. Remove all materials, supplies or equipment that may be used by the Contractor;
- iii. Take reasonable measures to mitigate the Town's liability under the Contract Documents and take no action that will increase sums due to the Contractor from the Town; and
- iv. Turn over all documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C29 CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the current Contract term, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

#### **C30 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days' notice.

#### **C31 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. Revisions and Change Orders to the Contract will govern over the Contract;
2. The Contract Documents will govern over the Contract;
3. The Special Conditions will govern over the General Conditions of the Contract; and
4. Addendum to an ITB will govern over the ITB.

### **C32 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

### **C33 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

### **C34 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

### **C35 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor, its employees and agents, will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; or retirement membership, or credit.

### **C36 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

### **C37 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

### **C38 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and,

therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

#### **C39 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

#### **C40 ACCESS TO AND REVIEW OF RECORDS**

Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

#### **C41 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### **C42 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

#### **C43 NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

#### **C44 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this

provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

**C45 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**C46 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

**END OF SECTION**

## SECTION D. SPECIAL TERMS & CONDITIONS

### D1 SCOPE OF WORK

#### D1.01 GENERAL

Contractor shall perform litter/debris pick-up and disposal from the Town's Right-Of Way ("ROW") and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks, from 8:00 A.M. through 4:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

In Town Parks, the Contractor shall check, service, and restock dog waste receptacles throughout the Parks. The areas in the parks include, but are not limited to; all grass areas, parking lots, driveways, roadways, walkways, playgrounds, picnic shelters, facility exteriors, lakefront beaches, landscaping beds, and basketball courts. The list of park locations and is contained in Exhibit A.

The ROW areas include all ROW roadways, bus shelters, trash receptacles, and medians within the Town boundaries as well as all entrances and exit ramps to the Palmetto Expressway (SR826).

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval. On occasion, the Town may request Contractor pick-up and dispose of articles/debris over 25lbs. in weight. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up.

#### D1.02 SPECIAL EVENTS CLEAN-UP

Aside from routine services, the Contractor will provide additional services on an as-needed basis. Contractor will provide a special event crew to ensure the cleanliness of the entire event site. Requests for litter support for Special Events will be issued by Work Order on an as-needed Work Order basis. The Town anticipates holding seventeen (17) events per year that would require this Work. Each special event crew shall consist of a minimum of two (2) employees during Low Traffic Periods, and a minimum of three (3) employees during High Traffic Periods. The Town reserves the right to amend staffing minimums dependent on event needs. All events shall require a minimum of four (4) hours of Work. The special event crew will be responsible for the following:

- i. Cleanliness – Responsible for cleaning the grounds
  - a. Advance – low traffic period: 1-hour minimum before event start
  - b. During Event – high traffic period: 2-hour minimum during event activities
  - c. Post-Event – low traffic period: 1-hour minimum after event clean-up to ensure grounds are clean and ready for use the following day
- ii. Litter/Debris Handling- responsible for handling of litter and debris
  - a. Trash bins- Provide fifty (50) gallon cardboard trash receptacles and liners (count to be determined by the Town by Work Order) throughout the grounds.
  - b. Trash receptacles are to be serviced on an hourly basis to ensure no single receptacle is full. Trash receptacles must remain clean and odor free throughout the event. Contractor shall be reimbursed for the cost of the trash receptacles.
- iii. Disposal – On a regular basis, dispose of litter and debris in an appropriate place on-site as designated by the Project Manager.

Planned events for the 2017- 2018 fiscal year include:

- Miami Lakes Rocks (2 per year)
- Movies in the Park (5 per year)
- Get Fit for School
- Halloween
- Concert on the Fairway
- Car Show (2 per year)
- Veteran's Day Parade
- Bike Rodeo
- Spring Concert
- Spring Fling
- Fourth of July

#### **D1.03 EMERGENCY SERVICE**

Contractor shall also remain on-call at all times to provide emergency service on an as-needed basis. Within fourteen (14) days of contract execution, Contractor must furnish to the Town the contact information of its designated personnel for emergency service. This designated contact person must be available at all times to receive emergency requests from the Town. Upon notification of an emergency, the Contractor must respond to the Town within two (2) hours to meet with, or otherwise contact, the Project Manager or Procurement Manager and initiate emergency services. Upon receiving direction from the Project Manager or Procurement Manager, Contractor personnel must begin emergency work within two (2) hours.

#### **D1.04 TIME FOR PERFORMANCE OF THE WORK**

Contractor must work daily between the hours of 8:00 A.M. and 4:00 P.M., including holidays. Any Work to be performed outside these hours will require the prior written approval of the Project Manager. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

#### **D1.05 VEHICLE SPECIFICATION**

Contractor must utilize a pick-up style truck or street-legal utility cart capable of carrying and securing hand tools such as shovels, rakes, trash bags, personnel and safety equipment, and any other tools or equipment necessary to perform the Work.

The Town encourages the use of electric vehicles for this Work. Should Contractor utilize an electric vehicle, the Town may provide storage and charge areas to reduce on operating costs.

### **D2 CONTRACT TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

### **D3 PROGRESS PAYMENTS**

Contractor may make application for payment for Work completed at intervals of not more than one invoice per month. Contractor will be paid for the days on which work was performed, including all emergency work requested by the Project Manager. Payments will be made based on the prices contained in the Bid Form. All applications shall be submitted in duplicate and the Contractor shall only use the Town's Contractor Invoice Form or an invoice format approved by the Town. Supporting evidence may include supporting documentation, such as payroll records, which substantiate that the Work was performed.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective Noncompliant Work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- c. Damage to public or private property not remedied.
- d. Failure of Contractor to provide any and all documents required by the Contract Documents.

#### **D4 INVOICES**

Contractor shall provide the Town with one invoice for progress payments in accordance with Article 4.6 above. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

All payment(s) shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### **D5 PROGRESS MEETINGS**

The Project Manager shall may hold progress meetings as necessary to help ensure the Work is performed timely and in accordance with the Contract Documents.

#### **D6 ANNUAL WORK PROGRAM**

Within fourteen (14) days of Contract execution, and subsequently every year within fourteen (14) days after the anniversary of the Contract execution date, the Contractor shall develop an Annual Work Program ("AWP") for all tasks to be performed under this Contract for use by its staff, and will be made available to the Project Manager, or designee, for review, comment, and approval. At a minimum, the AWP should include, but is not limited to, quality standards to meet, detailed information on route development, route frequencies, scheduling, response to resident

complaints and Town requests, and any other methods or procedures required to ensure Work is performed to the satisfaction of the Project Manager, within the exercise of his reasonable discretion, and that any deficiencies in the Work are quickly identified and corrected. The approved AWP shall be incorporated into the Contract and the Contractor must adhere to the AWP to remain in compliance with the Contract.

## **D7 REPORTING**

The Contractor shall report to the Project Manager the following:

- Weekly, Contractor shall provide the Town with a written report detailing the activities (including quality control inspections) of the Contractor in a detailed statement of work for the preceding seven (7) days. A vehicle GPS digital file shall be provided to the Town with the weekly report.
- Weekly, Contractor shall provide the Town with a written report detailing the planned activities of the Contractor for the following seven (7) days.

## **D8 PERFORMANCE EVALUATION**

The Town may conduct performance evaluations for services rendered in the preceding month. Such evaluations may be provided to the contractor in the following month. Performance evaluations will cover any or all of the following:

- Work Completion
- Work Quality
- Work Quantity
- Verified Resident Complaints
- Quality of Deliverables (Received timely and correct)
- Timeliness, accuracy and completeness of billing

Unsatisfactory performance ratings are subject to corrective action in accordance with the terms and conditions of this Contract. Repeated performance issues, three (3) or more, shall be deemed sufficient grounds to terminate this Contract for default utilizing the procedures set forth in this Contract.

## **D9 PENALTIES FOR NON-COMPLIANT OR UNSATISFACTORY WORK**

All Work is subject to inspection by the Project Manager, Inspectors, or other authorized Town representatives at any time. As a result of these inspections, resident complaints, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the terms of this Contract or the AWP, then the Town may assess an inspection fee of two hundred fifty dollars (\$250.00), which may be deducted from any sums due to the Contractor, and issue notice to the Contractor of the non-compliant Work.

Continued, uncured non-compliant Work—Litter that remains for more than twenty-four (24) hours after detection—will be subject to a penalty of an amount equal to five percent (5%) of the total amount due for that day, which may be deducted from any sums due to the Contractor. This penalty may be assessed for each day the non-compliant Work remains uncured and for each individual instance of uncured, non-compliant Work. In the event the Contractor disagrees with the Project Manager as to any reduction, such disagreement must be submitted to the Town pursuant to Article C23, Disputes and Mediation.

**D10 VEHICLE TRACKING**

Contractor shall provide GPS tracking devices to all vehicles associated with this Contract. The Contractor shall be responsible for the general upkeep, maintenance, protection, and operation of these devices at all times that the vehicle is utilized for Work under this Contract. Contractor shall provide at a minimum GPS tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than thirty (30) seconds. Contractor shall provide the Project Manager login access to this data to use at his discretion. A digital file shall be provided to the Town on a monthly basis with the invoice.

**SIGNATURE PAGE FOLLOWS**

## CONTRACT EXECUTION FORM

This Contract 2018-12R made this 6<sup>th</sup> day of July in the year 2018 in an amount not to exceed \$ \_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Kita corp, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inganzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

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

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

**Kita Corp**

(Contractor's Name)

By: Pierre Prime  
Digitally signed by Pierre Prime  
Date: 2018.07.02 13:47:17  
+04'00'

By: Pierre Prime  
Digitally signed by Pierre Prime  
Date: 2018.07.02 13:47:42  
+04'00'

Name: Pierre M. Prime

Title: COO

Date: 7/2/18

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, Kita Corp., Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the COO,  
(type title of officer)

Pierre M. Prime, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 2 day of July, 2018.

Pierre Prime

Digitally signed by Pierre Prime  
Date: 2018.07.02 13:48:12  
+04'00'

Corporate Secretary

(Corporate Seal)

## **EXHIBIT A – TOWN PARK INVENTORY**

 **Mini Parks**

## **Pocket Parks**

<b>Site</b>	<b>Acreage of Site</b>	<b>Landscape Material (LF)</b>	<b>LF of Sidewalk/Edging</b>
Rotary Park - 13890 NW 67th Ave.	0.27		522
P1 - 16100 W Troon Circle	0.34	210	600
P2 (Loch Lomond) - 7105 Prestwick Pl.	0.38	110	608
P2 (Lake Patricia) - 6280 Lake Patricia Dr.	0.53	185	650
P3 (Loch Lomond) - 6900 Gleneagle Dr.	0.40		680
P3 (Lake Patricia) - 6357 Lake Patricia Dr.	0.52	165	441
P4 - 6434 Lake Patricia Dr.	0.47	160	630
P5 - 14028 Lake Saranac Ave.	0.33	80	336
P6 - 14210 Lake Saranac Ave.	0.52	200	640
P7 - 14320 Lake Saranac Ave.	0.96	320	973
P10 - 6271 Lake Champlain Ter.	0.38	75	579
P11 - 6276 Lake Geneva Rd.	0.42		590
P12 - 6651 Harris Ter.	0.32		468
P13 - 14410 Harris Pl.	0.42	85	825
P14 - 6315 Miami Lakeway South	0.24	170	395
P15 - 14810 Palmetto Palm Ave.	0.32	130	500
P16 - 14620 Palmetto Palm Ave.	0.48		620
P17 - 6976 Maple Ter.	0.45	170	655
P18 - 6943 Willow Ln.	0.39		563
P19 - 14416 Mahogany Ct.	0.40		565
P20 - 14611 Mahogany Ct.	0.47	120	623
P22 - 14125 Alamanda Ave.	0.36	160	495
L22 - 8511 Dundee Ter.	0.28		432
P23 - 6961 Bamboo St.	0.32	15	469
P24 - 7235 Bamboo St.	0.25		363
P25 - 7030 Miami Lakeway South	0.58		742
P26 - 14000 NW 67 Ave.	0.60		1218
P28 - 7350 Sabal Dr.	0.24		463
P29 - 14170 Leaning Pine Dr.	0.29		437
P30 - 14295 Sabal Dr.	0.27		668
P31 - 7255 Poinciana Ave.	0.25		506
P33 - 15200 Miami Lakeway South	2.09		3184
P34A & B - 15220 Miami Lakeway East	1.20		1100
P35 - 7370 Miami Lakeway South	0.91	100	833
P36 - 7050 Miami Lakes Dr.	0.11		331
P37 - 14480 Dade Pine Ave.	0.23	55	612

P38 - 14844 Dade Pine Ave.	0.12	15	206
P39 - 6880 Miami Lakes Dr.	0.39		490
P40 - 7014 Crown Gate Pl.	0.12		586
P41 - 15520 Turnberry Dr.	0.43		673
L41 - 14100 Garvock Pl.	0.26	50	420
P42A & B - 15017 Coconut Ct.	0.14		514
P43 - 7420 Miami Lakeway South	0.65	200	1813
P44 - 6640 Ludlam Dr.	0.38	105	637
P44B – 76950 Fairway Drive	0.16	135	355
P45 - 6550 Miami Lakes Dr. East	0.21		415
P46 - 6550 Miami Lakes Dr. East	0.21		415
P47 - 6480 Miami Lakes Dr.	0.35		800
P48 - 6850 Fern Dr.	0.53		617
P49 - 15500 NW 67 Ave.	0.21		396
P50 - 16470 Loch Ness Dr.	1.78		1513
P51 - 6970 Loch Ness Dr.	1.05		877
P52 - 6700 Loch Ness Dr.	1.36		1817
P53 - 7281 Fairway Dr.	0.40		684
P55 - 6699 Windmill Gate Rd.	0.00		0
P56 - 16331 Ravenwood Pl.	0.22		396
P57 - 6402 Turkey Run Ter.	0.23		396
P58 - 6349 Jack Rabbit Ln.	0.65	92	727
P59 - 15210 Durnford Dr.	0.30		441
P60 - 15341 Turnbull Dr.	0.50		689
P61 - 15430 Durnford Dr.	0.73		757
Tract A - 15211 Loch Isle Dr.	0.21	42	376
P62 - 15181 Loch Isle Dr.	0.27		0
P63 - 15180 Loch Isle Dr.	0.27		0
P64 - 15320 Loch Isle Dr.	0.27		0
P65 - 15181 Loch Isle Dr.	0.33		0
P66 - 15132 Menteith Ter.	0.33	105	610
P68 - 8560 Menteith Ter.	0.39		506
P69 - 8210 Dundee Ter.	0.55		615
P70 - 8295 Balgowan Rd.	0.16		330
P71 - 8335 Rednock Ln.	0.20	70	381
P72 - 8461 Rednock Ln.	0.25		405
P73 - 8460 Dundee Ter.	0.18		375
P74 East - 15690 Bull Run Rd.	2.47		3710
P75 - 14961 Dunbarton Pl.	0.32		429
P76 - 8422 Rednock Ln.	0.14		360

P77 - 8441 Ardoch Rd.	0.44		541
P78 - 8620 Ardoch Rd.	0.66		737
P79 - 14965 Balgowan Rd.	0.52		635
P80 - 14962 Rednock Ln.	0.44		550
P82 - 14708 Breckness Pl.	0.73		862
P83 - 8445 Glencairn Ter.	0.74	160	508
P84 - 8901 NW 148 Ter.	0.16	150	332
P85 - 9206 NW 144 Ter.	0.29		505
P86 - 7815 NW 165 St.	0.22	220	560
P87 - 8767 NW 139 St.	0.31	284	484
P88 - 8901 NW 169 Ter.	0.70		1260
P89 - 8840 NW 170th St	4.50		2865
P90 - 16554 NW 86 <sup>th</sup> Ct.	0.26		400
P91 - 1408 Palmetto Frontage Rd. (K-9 Cove)	2.10		1850
Lot D - 7237 Bamboo St.	0.44	250	600
<b>Totals</b>	<b>47.25</b>	<b>4388</b>	<b>61736</b>

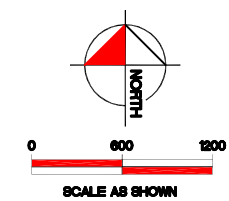
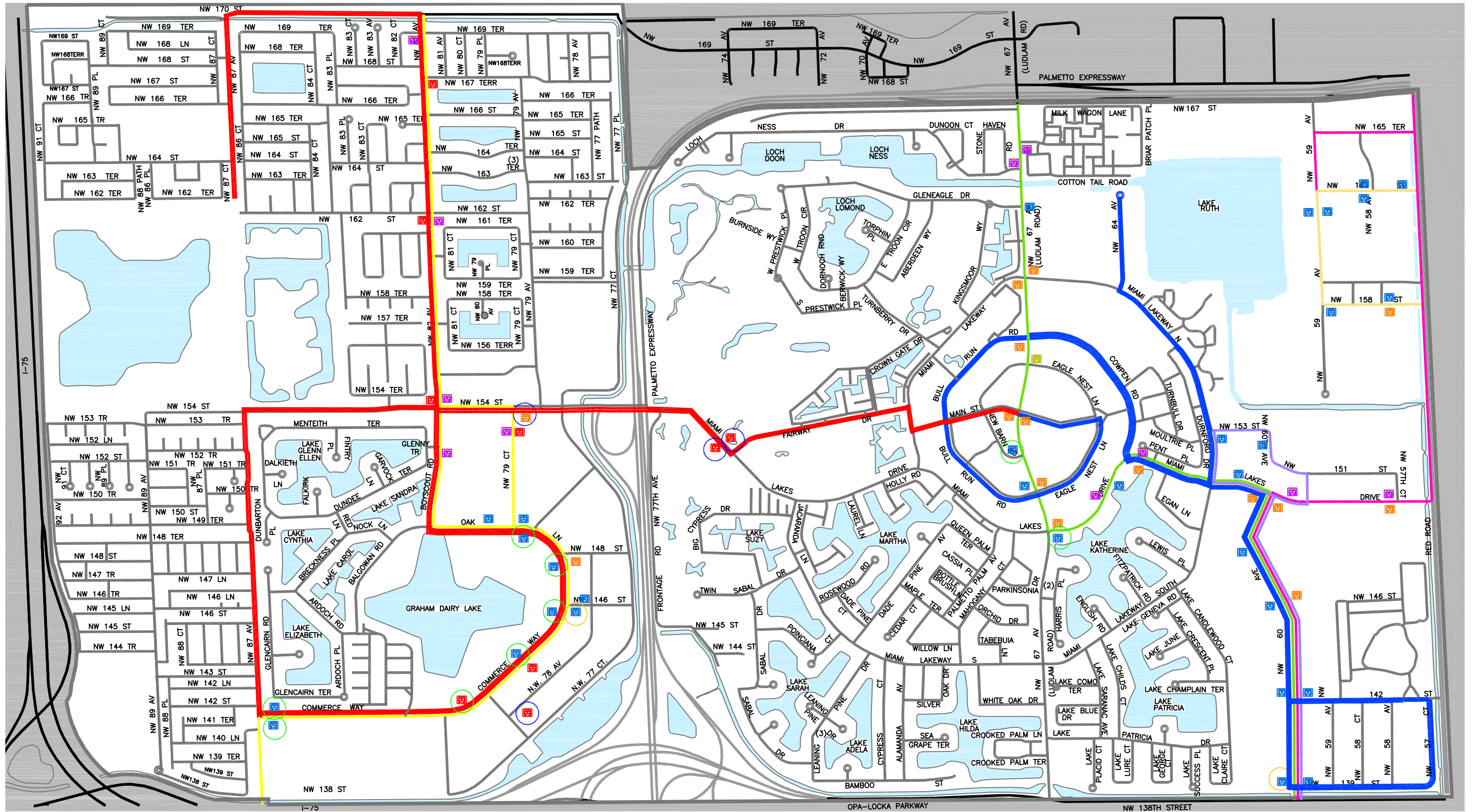
### Neighborhood Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging
P74 West - 15151 NW 82nd Ave.	10.50	240	3191
P54 - 6075 Miami Lakes Dr.	2.27	504	2334
<b>Totals</b>	<b>12.77</b>	<b>744</b>	<b>5525</b>

### Lakefront Beach Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging	SF of Beach Area
P8 - 14105 Lake Childs Ct.	1.20		1414	6210
P21 - 6890 White Oak Dr.	1.61	60	1676	6510
P27 - 6786 Crooked Palm Ter.	0.44		498	1794
P32 - 7320 Twin Sabal Dr.	1.19		678	5822
P67 - 8560 Menteith Ter.	1.05	20	897	3927
P81 - 8560 Breckness Pl.	0.61		859	2142
<b>Totals</b>	<b>6.10</b>	<b>80</b>	<b>6022</b>	<b>26405</b>

## **EXHIBIT B – BUS SHELTERS/TOWN CIRCULATOR**



ROUTE 29	ROUTE 75	BUS STOP W/ TOWN SHELTER	PROPOSED NEW LOCATION
ROUTE 54	ROUTE 135	BUS STOP W/ BENCH	PROPOSED NEW LOCATION REQUIRING SIDEWALK INSTALLATION
ROUTE 73		BUS STOP W/ SIGN ONLY	
THE TOWN CIRCULATOR		BUS STOP W/ COUNTY SHELTER	
TML WEST ROUTE	TML EAST ROUTE	NEW BUS SHELTER	

**BUS STOPS, SHELTERS AND BUS ROUTES 2011/ 2012**

**PUBLIC WORKS DEPARTMENT**

# Town of Miami Lakes



## **EXHIBIT C – CONTRACTOR’S BID**



### BID FORM

This Bid is submitted on behalf of Kita Corp., (hereinafter "Bidder") located at  
(Name of Bidder)

3101 NW 171 terr Miami Gardens Fl 33056, submitted on 7-5-2018,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2018-12R for Litter Control Services**

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.



The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, vehicles, overhead & profit required, in accordance with the Contract Documents.

Note: Quantities are estimated. Contractor will be paid for actual Work performed. In the event of a discrepancy between the unit price and the extended price below, the unit price will govern.

Item No.	Description	U/M	Unit Price	Quantity (Hours)	Annual Price
1	One-man crew	Hourly	\$ 20	2920	\$ 58,400
2	Special Events/ Debris Pick-Up & Disposal	Hourly /Per Person	\$ 15	340	\$ 5,100
3	Emergency Litter/Debris Pick-up & Disposal	Hourly	\$ 25	260	\$ 6,500
<b>TOTAL BID AMOUNT</b>					\$ 70,000

### ADDITIONAL SERVICES

Item No.	Description	U/M	Unit Price
4	Two-man crew	Hourly	\$ 38.00

Firm's Name: Kita Corp

SSN or Federal ID No.: 46-2159906 Telephone No.: (754) 273-5498

E-Mail Address: pprime01@gmail.com Facsimile No.: \_\_\_\_\_

Town/State/Zip: Miami Gardens FL 33056

Printed Name/Title: Pierre Prime COO Signature: [Signature]



### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

7

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date


(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company:

- a. FEIN/EIN Number: 46-2159906
- b. Dept. of Business Professional Regulation Category (DBPR): \_\_\_\_\_
- i. Date Licensed by DBPR: \_\_\_\_\_
- ii. License Number: \_\_\_\_\_
- c. Date registered to conduct business in the State of Florida: 02/27/2013
- i. Date filed: 02/27/2013
- ii. Document Number: P13000019137
- d. Primary Office Location: 3101 NW 171 terr Miami Gardens FL 33056
- e. What is your primary business? General Cleaning  
(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

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g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

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h. Name and Licenses of any prior companies

Name of Company

License Name & No.

Issuance Date

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### 3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Mykita Cherry Prime	CEO	51%
Pierre Prime	COO	49%

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b. Is any owner identified above an owner in another company? ☐ Yes ☒ No

If yes, identify the name of the owner, other company names, and % ownership

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- c. Identify all individuals authorized to sign for the company, indicating the level of their authority ( check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Mykita Cherry-Prime		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pierre Prime		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: \_\_\_\_\_

4. Employee Information

- a. Total No. of Employees: 5
- b. Total No. of Managerial/Admin. Employees: 2
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☒ No

6. Employer Modification Rating: \_\_\_\_\_

7. Insurance Information:

- a. Insurance Carrier name & address:

Hiscox



b. Insurance Contact Name, telephone, & e-mail:

(866) 759 6737

c. Insurance Experience Modification Rating (EMR): \_\_\_\_\_  
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 0

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any employees or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any employees or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Prior Experience:

a. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

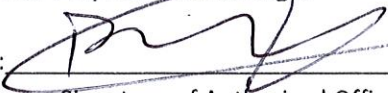
Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

15. Vehicles & Equipment:

a. Vehicle List:

Provide an attachment to this Questionnaire that includes a listing of all of the equipment and vehicles owned or under lease or rental agreement that will be used in the performance of the Work. Bidders must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the make, model, and age of each piece of equipment or vehicle, and must specify whether the equipment or vehicle is dedicated solely for use on this Contract. During the Bid evaluation process, the Town may request, copies of the rental or lease agreements for any particular piece of rented or leased equipment. The Equipment & Vehicles Form following this questionnaire has been provided to aid Bidders in submitting the requested information.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

7/2/18

Date

Pierre Prime

Printed Name



## EQUIPMENT AND VEHICLES

\*Note: This form is to be used for question 15a of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
Yukon	GMC	15	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
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			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2018-12R

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:


Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: Kita Corp

Authorized Representative's Name: Pierre M. Prime


Title: COO

Authorized Signature: 

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
Kita Corp., a corporation organized and existing under the laws of the  
State of Florida, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and  
adopted authorizing (Name) Pierre Prime as (Title) COO of the  
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested  
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify  
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 6, day of July, 2018.

Secretary: 

Print: Mykita Chery-Prime

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of  
\_\_\_\_\_, a partnership organized and existing under the laws of the  
State of \_\_\_\_\_, held on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted  
authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on  
behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official  
act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Partner: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_

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

**NOTARIZATION**

STATE OF Florida )

COUNTY OF Miami Dade ) SS:

The foregoing instrument was acknowledged before me this 6th day of July, 2018, by Pierre Prime, who is personally known to me or who has produced FL DL as identification and who (☒) did

/ ☐ did not) take an oath.

Denise Davis Dean

SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA  DENISE DAVIS DEAN  
MY COMMISSION # FF 912699  
EXPIRES: September 17, 2019  
Bonded Thru Budget Notary Services

PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes

by Pierre M. Prime

[print individual's name and title]

for Kita Corp


[print name of entity submitting sworn statement]

whose business address is

general cleaning services

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-2159906

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: )

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

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

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO**

**UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

BEFORE ME, the undersigned authority, personally appeared Pierre Prime to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Pierre Prime executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of July, 2018.

My Commission Expires: September 17, 2019

Denise Davis Dean  
Notary Public State of Florida at Large



DENISE DAVIS DEAN  
MY COMMISSION # FF 912699  
EXPIRES: September 17, 2019  
Bonded Thru Budget Notary Services

**NON-COLLUSIVE AFFIDAVIT**

State of Florida

County of Miami SS:

Pierre Prime being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

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

Pierre Prime

(Printed Name)

COO

(Title)

BEFORE ME, the undersigned authority, personally appeared Pierre Prime to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Pierre Prime executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of July, 2018

My Commission Expires: September 17, 2019

Denise Davis Dean

Notary Public State of Florida at Large



DENISE DAVIS DEAN  
MY COMMISSION # FF 912699  
EXPIRES: September 17, 2019  
Bonded Thru Budget Notary Services

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA            }  
  }  
COUNTY OF MIAMI-DADE    }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and \_\_\_\_\_ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: *RA Pierre Prime*  
Title: COO

BEFORE ME, the undersigned authority, personally appeared *Pierre Prime* to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that *Pierre Prime* executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of July, 2018  
My Commission Expires: September 17, 2019  
*Denise Dean*  
Notary Public State of Florida at Large



DENISE DAVIS DEAN  
MY COMMISSION # FF 912699  
EXPIRES: September 17, 2019  
Bonded Thru Budget Notary Service

**CONFLICT OF INTEREST AFFIDAVIT**

State of Florida

County of Miami-Dade SS:

Pierre Prime being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Pierre Prime, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

By: 

\_\_\_\_\_  
Witness

Pierre Prime  
(Printed Name)

BEFORE ME, the undersigned authority, personally appeared Pierre Prime (Title) to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Pierre Prime executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 6th day of July, 2018.

My Commission Expires: September 17, 2019

Denise Davis Dean  
Notary Public State of Florida at Large



DENISE DAVIS DEAN  
MY COMMISSION # FF 912699  
EXPIRES: September 17, 2019  
Bonded Thru Budget Notary Services

Form COI

## COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

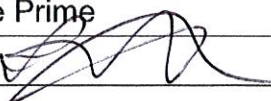
- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Kita Corp

Authorized representative (print): Pierre Prime

Authorized representative (signature):



Date: 7/2/18



## PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Kita Corp Solicitation No.: 2018-12R

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
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- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
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Authorized Signature

7/2/18

Date:

Pierre Prime

Print Name

COO

Title:



**ITB 2018-12R**  
**Litter Control Services for**  
**Rights-of-Way and Town Parks**  
**Addendum #1**  
**Due Date: June 28, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Questions and Answers**

1. May the contractor use the Town's dumpsters to dispose of the debris collected?

**Response:** See Section D1.01, General, of the ITB. Upon award of the contract, the Town will provide a list of acceptable dumpsters for litter disposal.

2. How many trash receptacles is the contractor expected to service throughout the Town?

**Response:** 30 trash receptacles.

3. Section D1.02, Special Events Clean-Up, states "contractor is to provide 50-gallon cardboard trash receptacles and Town will determine the quantity." Is there a line-item in the Bid Form for the cost of these trash receptacles?

**Response:** No. Section D1.02, Special Events Clean-Up, item ii(b) provides that "Contractor shall be reimbursed for the cost of the trash receptacles."

4. Price sheet Bid Item No. 1 states a "One Man Crew." How many One-Man Crews is the Town planning on using?

**Response:** See Section A, Notice to Bidders, Project Overview, states "The number of crews the Town requires will rise and fall with the level of service the Town anticipates providing in a fiscal year."

5. How many references are bidders required to submit with their bid and is there a reference form required?

**Response:** See Section A, Notice to Bidders, Minimum Qualification Requirements, item 2.

Acknowledgement:

Pierre M.Prime

Name of Signatory

COO

Title

7-8-18

Date

Signature

Kita Corp.

Name of Bidder





## Kita Corporation

### Reference

City of Fort Lauderdale Florida --parking lot litter removal for city owned lots, through out the city of Fort Lauderdale.  
Approximately September 2013 - October 2015

AnnDebra Diaz  
Senior Procurement Specialist  
954-828-5949

# **EXHIBIT B**

Agreement  
between the  
Town of Miami Lakes  
and  
**SFM Services, Inc.**  
for  
Litter Control Services for Rights-of-Way & Town Parks,  
ITB 2018-12R

# INVITATION TO BID

## Litter Control Services for Rights-of-Way and Town Parks

**ITB No. 2018-12R**



**The Town of Miami Lakes Council:**

**Mayor Manny Cid  
Vice Mayor Frank Mingo  
Councilmember Timothy Daubert  
Councilmember Luis Collazo  
Councilmember Ceasar Mestre  
Councilmember Marilyn Ruano  
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager  
The Town of Miami Lakes  
6601 Main Street  
Miami Lakes, Florida 33014

<b>Date Advertised</b>	June 20, 2018
<b>Non-Mandatory Pre-Bid Conference</b>	10:30AM, June 28, 2018
<b>Bids Due</b>	11:00AM, July 6, 2018

**Litter Control Services for  
Rights-of-Way and Town Parks  
ITB 2018-12**

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## SECTION A. NOTICE TO BIDDERS

**ITB Name:** Litter Control Services for Rights-of-Way and Town Parks  
**ITB No.:** 2018-12R  
**Pre-Bid Conference:** 10:30AM, June 28, 2018  
**Bids Due:** 11:00AM, July 6, 2018

The Town of Miami Lakes (the “Town”) will be accepting sealed Bids for Litter Control Services (“Services”). Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. **Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00AM on July 6, 2018.**

### **Project Overview:**

The Town is soliciting bids to establish contract(s) with a qualified and experienced contractor (“Contractor”) for litter control and associated waste disposal services throughout Town-owned parks and rights-of-way. The qualified Contractor will have the capability to manage its operations independently and require minimal interference from Town staff. The overall goal is to maintain all Town-owned property in a professional, clean, and neat appearance for the enjoyment of our residents.

The Contractor is expected to work with Town staff to develop routes designed with the goal of minimizing Litter and other associated waste from remaining in any park or right-of-way for a period longer than 24 hours. The Town expects the Contractor to have the flexibility to address issues that may arise during the course of the Work and require immediate remedial action. The number of crews the Town requires will rise and fall with the level of service the Town anticipates providing in a fiscal year.

The Town is located in the northwest corner of Miami-Dade County, Florida. The Town was incorporated on December 5, 2000 and is one of the youngest municipalities in the County. Occupying a land area of approximately 6.6 square miles, the Town is home to approximately 30,000 residents and over 1,146 businesses. The Town has three office-commercial-industrial areas containing approximately 647 acres of land with approximately 6.9 million square feet of developed space. Within the Town, several areas have been identified as Litter hotspots including, but not limited to, the following:

- NW 166 Terrace from 89 to 87<sup>th</sup> Ave
- NW 87<sup>th</sup> Ave east side sidewalk, north and south of NW 154<sup>th</sup> St
- Commerce Way from 87<sup>th</sup> Ave to 84<sup>th</sup> Ave
- NW 92<sup>nd</sup> Ave swale area
- NW 162<sup>nd</sup> St by empty lots west of 83<sup>rd</sup> Place to 86<sup>th</sup> Ct
- NW 153<sup>rd</sup> Terr, west of 89<sup>th</sup> Ave
- NW 79<sup>th</sup> Ave, north of 154<sup>th</sup> St to 159<sup>th</sup> Terr
- NW 154<sup>th</sup> St on the SR 826 entrance/exit ramps
- NW 167<sup>th</sup> St, from the SR 826 frontage Rd to 67<sup>th</sup> Ave

### **Scope of Work:**

Contractor shall perform litter/debris pick-up and disposal from the Town’s Right-Of Way (“ROW”) and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks, from 8:00 A.M. through 4:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

In Town Parks, the Contractor shall check, service, and restock dog waste receptacles throughout the Parks. The areas in the parks include, but are not limited to; all grass areas, parking lots, driveways, roadways, walkways, playgrounds, picnic shelters, facility exteriors, lakefront beaches, landscaping beds, and basketball courts. The list of park locations and is contained in Exhibit A.

The ROW areas include all ROW roadways, bus shelters, trash receptacles, and medians within the Town boundaries as well as all entrances and exit ramps to the Palmetto Expressway (SR826).

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval. On occasion, the Town may request Contractor pick-up and dispose of articles/debris over 25lbs. in weight. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up.

See Section D, Special Terms & Conditions for additional terms.

#### **Minimum Qualification Requirements:**

To be eligible for award of this project, bidders shall:

1. Possess a minimum of three (3) years of experience performing litter control services; and
2. Must provide one (1) verifiable client reference demonstrating completion of at least one (1) contract for services of similar scope and value performed within the last three (3) years.

The Town will consider a Bid as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida.

Bid Documents are available on the Town's website at [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov), on the Procurement Department page under "Contractual Opportunities," DemandStar, and Public Purchase. All inquiries regarding the Project must be directed to the Town at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Telephone calls or verbal conversations are **not** permitted.

All Bids must be submitted in accordance with the Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov) while the Cone of Silence is in effect. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

## SECTION B. INSTRUCTIONS TO BIDDERS

### B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents .
15. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.

- 16. Inspector** means an authorized representative of the Town assigned to make necessary inspections of Work/Service sites and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
- 17. Litter** means undesired trash or debris including, but not limited to, all fallen branches, palm fronds, small dead animals, and loose debris under 25 lbs. or less per item. "Litter" does not include leaves, grass clippings, dirt, plant particulate, and other similar small vegetation.
- 18. Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
- 19. Non-compliant Work** means Work that is unsatisfactory, deficient, or does not conform to the Contract Documents or Annual Work Plan, or does not meet the requirements of any inspection, test or approval
- 20. Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
- 21. Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
- 22. Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
- 23. Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
- 24. Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
- 25. Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
- 26. Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
- 27. Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
- 28. Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
- 29. Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
- 30. Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
- 31. Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

## **B2 BID PROCESS**

### **B2.01 GENERAL REQUIREMENTS FOR BID PROCESS**

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids

must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) *Joint Venture or Teaming Agreements*

Joint venture firms or teaming agreements will not be considered for award under this ITB.

**B2.02 PREPARATION OF BID**

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

**Bidder must use the blank Town forms provided herein.** The Bid must be signed and acknowledged by the Bidder in accordance with the directions within this ITB. Failure to utilize or fully complete the Town's forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

All Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided for in the Contract Documents.

**B2.03 BID PREPARATION COSTS AND RELATED COSTS**

All costs involved in the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

**B2.04 PRE-BID CONFERENCE**

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33016 at 10:30AM, on Thursday, June 28, 2018.

**B2.05 QUALIFICATION OF BIDDERS**

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A. Bidders must complete the attached Questionnaire Form and include it with their Bid. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

**B2.06 EXAMINATION OF CONTRACT DOCUMENTS**

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- a. Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.
- b. Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- c. Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

#### **B2.07 INTERPRETATIONS AND CLARIFICATIONS**

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at [procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov). Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov) under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

#### **B2.08 POSTPONEMENT OF BID OPENING DATE**

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

#### **B2.09 ACCEPTANCE OR REJECTION OF BIDS**

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

##### ***(i) Unbalanced Bids***

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

#### **B2.10 WITHDRAWAL OF BID**

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

#### **B2.11 OPENING OF BIDS**

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

#### **B2.12 LOCAL PREFERENCE**

This ITB is subject to local preference under Section 13 of Town Ordinance 17-203. In order to qualify, Bidders seeking preference must submit the Local Vendor Preference Certification Form with all required supporting documentation. The Local Vendor Preference Certification Form can be found on the Town's website at:

[http://miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=102&Itemid=305](http://miamilakes-fl.gov/index.php?option=com_content&view=article&id=102&Itemid=305).

#### **B2.13 TIE BIDS**

Preference shall be given to businesses with Drug-Free Workplace programs. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist the Award will be made to one of the Bidders at the sole discretion of the Town Manager.

#### **B2.14 AWARD OF CONTRACT(S)**

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

#### **B2.15 BID PROTEST PROCESS**

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at

[http://www.miamilakes-fl.gov/index.php?option=com\\_content&view=article&id=67&Itemid=269](http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269).

#### **B2.16 EXECUTION OF CONTRACT**

The Bidder(s) must complete, sign, and include the Contract Execution Form, Form CE, with its Bid. The Contract Execution Form must be signed by an individual authorized to sign on behalf of the Bidder(s). Evidence of signing authority must be submitted with the Bid. The Town will execute a Contract with the Bidder(s) selected to provide the work requested herein (the "Successful Bidder(s)") within sixty (60) days of an award authorization from the Town Council, or the Town Manager's concurrence with the Procurement Department's recommendation where applicable (See Town Ordinance 17-203 § 4(a), as amended from time to time, for guidance on the Town Manager's signing authority).

### **B3 REQUIRED FORMS & AFFIDAVITS**

#### **B3.01 COLLUSION**

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

#### **B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT**

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section H, Required Attachments.

#### **B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK**

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Proposer's Relationships to the Town Affidavits found in Section H, Required Attachments, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

#### **B3.04 PUBLIC RECORDS AFFIDAVIT**

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

#### **B3.05 PUBLIC ENTITY CRIMES ACT**

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

**END OF SECTION**

## **SECTION C. GENERAL TERMS & CONDITIONS**

### **C1 INTENTION OF THE TOWN**

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results shall be supplied by Contractor regardless of whether such is specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. The Town shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

### **C2 GENERAL REQUIREMENTS**

The employee(s) of the Contractor shall be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees to employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor shall at all times cooperate with the Town and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

### **C3 TIME IS OF THE ESSENCE**

Time is of the essence with regards to all Work performed under this Contract. Contractor will promptly perform its duties hereunder and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Notice to Proceed for the commencement and completion of the Work was included because of its importance to the Town.

### **C4 NOTICES**

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice shall remain until it shall have been changed by written notice in compliance with the provisions of this Article. Notice shall be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice shall be deemed given on the date sent via e-mail or facsimile. Notice shall be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Alex Rey  
Town Manager  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[reya@miamilakes-fl.gov](mailto:reya@miamilakes-fl.gov)

Raul Gastesi  
Town Attorney  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[gastesir@gastesi.com](mailto:gastesir@gastesi.com)

Copy to:

Procurement Department  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014  
[procurement@miamilakes-fl.gov](mailto:procurement@miamilakes-fl.gov)

For Contractor:

Christian Infante  
President  
SFM Services, Inc.  
9700 NW 79<sup>th</sup> Avenue,  
Hialeah Gardens, Florida 33016  
[cinfante@sfmtservices.com](mailto:cinfante@sfmtservices.com)

During the Work the Contractor shall maintain continuing communications with designated Town representative(s). The Contractor shall keep the Town fully informed as to the progress of the Work under the Contract.

## **C5 INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town shall not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Sub-Contractor, under this Agreement. The Contractor shall defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation shall survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

## **C6 INSURANCE**

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier shall have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of the following:

### **C6.01 WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation. The policies must include:

- Waiver of subrogation
- Statutory State of Florida
- Limit of Liability

### **C6.02 EMPLOYER'S LIABILITY:**

Limit for each bodily injury by an accident shall be \$500,000 policy limit for each accident, per employee, including bodily injury caused by disease.

### **C6.03 COMPREHENSIVE BUSINESS AUTOMOBILE AND VEHICLE LIABILITY INSURANCE:**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

### **C6.04 COMMERCIAL GENERAL LIABILITY INSURANCE ("CGL"):**

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed

by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- Personal and Advertising Injury with an aggregate limit of One Million Dollars (\$500,000).
- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

#### **C6.05 CERTIFICATE OF INSURANCE:**

Contractor shall provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall **specifically cite this Contract and shall state that such insurance is as required by this Contract.** The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

#### **C6.06 ADDITIONAL INSURED:**

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town shall be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town shall be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Contractor's insurance. Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

### **C7 RULES AND REGULATIONS**

The Contractor shall comply with all laws and regulations applicable to the provision of services specified in the Contract Documents. The Contractor shall be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

## **C8 SITE INVESTIGATION AND REPRESENTATION**

The Contractor acknowledges that it has satisfied itself as to the nature and location(s) of the Work under the Contract Documents, the general and local conditions, particularly those bearing upon the performance of the Work.

## **C9 METHOD OF PERFORMING THE WORK**

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents shall be made upon that basis.

Where materials are transported in the performance of the Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas shall be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

## **C10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC**

The Contractor shall perform the Work in a manner that does not cause any losses or damage and shall protect public and private property, and utilities from injury or loss arising out of or in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor shall be responsible to restore all areas impacted by the Work, including, but not limited to, swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

## **C11 SAFETY PRECAUTIONS**

Contractor shall be solely responsible for taking all safety precautions in connection with the performance of the Work. Contractor shall take all necessary precautions for the safety damage, injury or loss to persons and/or property. Contractor shall comply with all applicable provisions of federal, state, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons.

The Contractor shall provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

## **C12 LABOR AND MATERIALS**

Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials shall be new unless otherwise specified in a Work.

## **C13 VEHICLES AND EQUIPMENT**

Contractor shall have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary. In the event any vehicle or equipment is out of service for maintenance, Contractor must dedicate such resources as necessary to ensure continued, uninterrupted performance under the Contract.

#### **C14 PROJECT MANAGEMENT**

Contractor shall be responsible for management of the Work performed under the Contract.

Contractor shall have a competent English-speaking employee, who shall represent Contractor and all directions given to said employee shall be as binding as if given to Contractor. Said employee shall not be changed except with the prior written consent of Project Manager.

#### **C15 SUBCONTRACTORS**

Subcontracting of any work under this Contract is not permitted unless prior written approval is obtained from the Town Manager for a particular Work Order or Emergency Call.

In the event subcontractors are utilized, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

#### **C16 AUTHORITY OF THE PROJECT MANAGER**

The Town Manager hereby authorizes the Project Manager to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents.

The Contractor shall be bound by all determinations or orders of the Project Manager and shall promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager will not be responsible for means, methods, techniques, or procedures, or for safety precautions in connection with the Work, and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

The Project Manager's authority to act under this paragraph, nor any decision made in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Project Manager to the Contractor.

The Project Manager will not be responsible for the acts or omissions of the Contractor or any of their agents or employees, or any other persons performing any of the Work.

#### **C17 INSPECTION OF THE WORK**

The Town may at any time inspect the Work performed under the Contract to determine if the Work is being completed in accordance with the Contract. The Project Manager or Inspector may require the Contractor to return to any area where Work was performed for the Contractor to re-perform the Work where the Project Manager has determined the Work was not performed in accordance with the Contract.

#### **C18 TOWN LICENSES, PERMITS AND FEES**

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method

or unit method of all licenses, permits and fees if required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1) Contractor shall have and maintain during the term of this Contract all appropriate Town licenses. Fees for which shall be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.

2) During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that the appropriate Town permits to perform such work as may become necessary during the performance of the Work have been obtained. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

## **C19 TAXES**

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

## **C20 REMOVAL OF UNSATISFACTORY PERSONNEL**

Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and shall not employ on the Project any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor shall respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town shall make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

## **C21 CHANGE ORDERS**

The Town reserves and shall have the right, from time to time, to make such increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract and which are within the general scope of the Contract Documents and all such changes shall be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written document, executed by the both parties. However, under circumstances determined necessary by Town, Change Orders may be issued unilaterally by Town.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

## **C22 CLAIMS**

Any claim for a change in the Contract shall be made by written notice by Contractor to the Town Manager or designee and to the Town's Procurement Manager within ten (10) business days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless the Town Manager or designee allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes shall be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract shall be waived if not submitted in strict accordance with the requirements of this Article.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor shall not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Town. Contractor shall be entitled only to extensions of the Contract time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim shall be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Article 3.42. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor shall not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim shall be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

## **C23 DISPUTES AND MEDIATION**

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor notify in writing the Procurement Manager identified in Article 3.3, Notices, of the claim or dispute

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager, as identified in Article 3.3, Notices. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for resolution is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable;
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired in an instance where Town Manager's decision is subject to Town Council for approval; or
- iii. the Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

## **C24 CONTINUING THE WORK**

Contractor shall continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and Work shall not be delayed or postponed pending resolution of any disputes or disagreements without the prior written approval of the Project Manager.

## **C25 FRAUD AND MISREPRESENTATION**

The Town may terminate this Contract, or any other contract(s) with the Town, with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate shall be responsible for all direct or indirect costs associated with termination or cancellation of the contract(s).

## **C26 STOP WORK ORDER**

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town shall either:

- i. Cancel the Stop Work Order; or
- ii. Terminate the Work covered by such order as provided in Article 3.502, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and shall not give rise to a claim for compensable delay.

## **C27 SET-OFFS, WITHHOLDING, AND DEDUCTIONS**

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

- i. Any amount of any claim by a third party;
- ii. Any Liquidated Damages, and/or;
- iii. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town shall notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, shall be paid to the Contractor in accordance with the Local Government Prompt Payment Act

## **C28 DEFAULT AND TERMINATION**

### **C28.01 EVENT OF DEFAULT:**

An event of default shall mean a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include but not be limited to, the following:

- i. The Contractor has not performed the Work in a timely manner;
- ii. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
- iii. The Contractor has failed to make prompt payment to S suppliers for any services, materials, or supplies provided to Contractor;
- iv. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
- v. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
- vi. The Contractor has failed in the representation of any warranties stated herein;
- vii. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

### **C28.02 NOTICE OF DEFAULT-OPPORTUNITY TO CURE:**

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

### **C28.03 TERMINATION FOR DEFAULT**

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article shall not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations shall be converted to a Termination for Convenience, and the Contractor shall have no further recourse of any nature for wrongful termination.

#### **C28.04 TERMINATION FOR CONVENIENCE**

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice shall state the date upon which Contractor shall cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor shall, Stop all Work on the date specified in the notice (“the Effective Date”) and perform the following tasks:

- i. Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
- ii. Remove all materials, supplies or equipment that may be used by the Contractor;
- iii. Take reasonable measures to mitigate the Town’s liability under the Contract Documents and take no action that will increase sums due to the Contractor from the Town; and
- iv. Turn over all documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, to the Town. Failure to timely deliver the documentation shall be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

#### **C29 CONTRACT EXTENSION**

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the current Contract term, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

#### **C30 FUNDS AVAILABILITY**

Funding for this Contract is contingent on the availability of Town funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days’ notice.

#### **C31 PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. Revisions and Change Orders to the Contract will govern over the Contract;
2. The Contract Documents will govern over the Contract;
3. The Special Conditions will govern over the General Conditions of the Contract; and
4. Addendum to an ITB will govern over the ITB.

**C32 TOWN MAY AVAIL ITSELF OF ALL REMEDIES**

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

**C33 COMPLIANCE WITH APPLICABLE LAWS**

The Contractor shall comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

**C34 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

Contractor shall not unlawfully discriminate against any person, shall provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor shall comply with all applicable Federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

**C35 INDEPENDENT CONTRACTOR**

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor, its employees and agents, will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; or retirement membership, or credit.

**C36 THIRD PARTY BENEFICIARIES**

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract.

**C37 ASSIGNMENT OR SALE OF CONTRACT**

The performance of this Contract shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors shall each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

Any transference without Town approval shall be cause for the Town to terminate this Contract for default and the Contractor shall have no recourse from such termination.

Nothing herein shall either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

**C38 MATERIALITY AND WAIVER OF BREACH**

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and,

therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents shall not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Contract Documents.

#### **C39 DEFENSE OF CLAIMS**

Should any claim be made or any legal action brought in any way relating to the Work under the Contract, the Contractor shall diligently render to the Town any and all assistance which the Town may require of the Contractor.

#### **C40 ACCESS TO AND REVIEW OF RECORDS**

Town shall have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

The Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes and Town shall have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor shall retain all records associated with this Contract for a period of five (5) years from the date of termination.

#### **C41 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN**

In the event the Contractor may be deemed to have a cause of action against the Town, no action shall lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action shall be commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

#### **C42 APPLICABLE LAW AND VENUE OF LITIGATION**

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue shall be Miami-Dade County, Florida.

#### **C43 NON-EXCLUSIVE CONTRACT**

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

#### **C44 SEVERABILITY**

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision shall be excised from this Contract, and the remainder of the Contract Documents shall continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this

provision shall be made within seven (7) calendar days after the finding by the Court becomes final.

**C45 CONTRACT DOCUMENTS CONTAINS ALL TERMS**

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

**C46 ENTIRE AGREEMENT**

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents shall not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

**END OF SECTION**

## SECTION D. SPECIAL TERMS & CONDITIONS

### D1 SCOPE OF WORK

#### D1.01 GENERAL

Contractor shall perform litter/debris pick-up and disposal from the Town's Right-Of Way ("ROW") and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks, from 8:00 A.M. through 4:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

In Town Parks, the Contractor shall check, service, and restock dog waste receptacles throughout the Parks. The areas in the parks include, but are not limited to; all grass areas, parking lots, driveways, roadways, walkways, playgrounds, picnic shelters, facility exteriors, lakefront beaches, landscaping beds, and basketball courts. The list of park locations and is contained in Exhibit A.

The ROW areas include all ROW roadways, bus shelters, trash receptacles, and medians within the Town boundaries as well as all entrances and exit ramps to the Palmetto Expressway (SR826).

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval. On occasion, the Town may request Contractor pick-up and dispose of articles/debris over 25lbs. in weight. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up.

#### D1.02 SPECIAL EVENTS CLEAN-UP

Aside from routine services, the Contractor will provide additional services on an as-needed basis. Contractor will provide a special event crew to ensure the cleanliness of the entire event site. Requests for litter support for Special Events will be issued by Work Order on an as-needed Work Order basis. The Town anticipates holding seventeen (17) events per year that would require this Work. Each special event crew shall consist of a minimum of two (2) employees during Low Traffic Periods, and a minimum of three (3) employees during High Traffic Periods. The Town reserves the right to amend staffing minimums dependent on event needs. All events shall require a minimum of four (4) hours of Work. The special event crew will be responsible for the following:

- i. Cleanliness – Responsible for cleaning the grounds
  - a. Advance – low traffic period: 1-hour minimum before event start
  - b. During Event – high traffic period: 2-hour minimum during event activities
  - c. Post-Event – low traffic period: 1-hour minimum after event clean-up to ensure grounds are clean and ready for use the following day
- ii. Litter/Debris Handling- responsible for handling of litter and debris
  - a. Trash bins- Provide fifty (50) gallon cardboard trash receptacles and liners (count to be determined by the Town by Work Order) throughout the grounds.
  - b. Trash receptacles are to be serviced on an hourly basis to ensure no single receptacle is full. Trash receptacles must remain clean and odor free throughout the event. Contractor shall be reimbursed for the cost of the trash receptacles.
- iii. Disposal – On a regular basis, dispose of litter and debris in an appropriate place on-site as designated by the Project Manager.

Planned events for the 2017- 2018 fiscal year include:

- Miami Lakes Rocks (2 per year)
- Movies in the Park (5 per year)
- Get Fit for School
- Halloween
- Concert on the Fairway
- Car Show (2 per year)
- Veteran's Day Parade
- Bike Rodeo
- Spring Concert
- Spring Fling
- Fourth of July

#### **D1.03 EMERGENCY SERVICE**

Contractor shall also remain on-call at all times to provide emergency service on an as-needed basis. Within fourteen (14) days of contract execution, Contractor must furnish to the Town the contact information of its designated personnel for emergency service. This designated contact person must be available at all times to receive emergency requests from the Town. Upon notification of an emergency, the Contractor must respond to the Town within two (2) hours to meet with, or otherwise contact, the Project Manager or Procurement Manager and initiate emergency services. Upon receiving direction from the Project Manager or Procurement Manager, Contractor personnel must begin emergency work within two (2) hours.

#### **D1.04 TIME FOR PERFORMANCE OF THE WORK**

Contractor must work daily between the hours of 8:00 A.M. and 4:00 P.M., including holidays. Any Work to be performed outside these hours will require the prior written approval of the Project Manager. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

#### **D1.05 VEHICLE SPECIFICATION**

Contractor must utilize a pick-up style truck or street-legal utility cart capable of carrying and securing hand tools such as shovels, rakes, trash bags, personnel and safety equipment, and any other tools or equipment necessary to perform the Work.

The Town encourages the use of electric vehicles for this Work. Should Contractor utilize an electric vehicle, the Town may provide storage and charge areas to reduce on operating costs.

### **D2 CONTRACT TERM**

This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms.

### **D3 PROGRESS PAYMENTS**

Contractor may make application for payment for Work completed at intervals of not more than one invoice per month. Contractor will be paid for the days on which work was performed, including all emergency work requested by the Project Manager. Payments will be made based on the prices contained in the Bid Form. All applications shall be submitted in duplicate and the Contractor shall only use the Town's Contractor Invoice Form or an invoice format approved by the Town. Supporting evidence may include supporting documentation, such as payroll records, which substantiate that the Work was performed.

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- a. Defective Noncompliant Work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
- c. Damage to public or private property not remedied.
- d. Failure of Contractor to provide any and all documents required by the Contract Documents.

#### **D4 INVOICES**

Contractor shall provide the Town with one invoice for progress payments in accordance with Article 4.6 above. Multiple invoices will not be accepted and the Town will not make payment based on statements of accounts. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Description of Work performed or installed, including location(s) where the Work was performed
- Unit prices of Work performed
- Quantities of Work Performed or installed
- Extended prices
- Total value of the invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

The Contractor shall be compensated at the unit prices specified in the Proposal/Bid Form of the Contract.

All payment(s) shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

#### **D5 PROGRESS MEETINGS**

The Project Manager shall may hold progress meetings as necessary to help ensure the Work is performed timely and in accordance with the Contract Documents.

#### **D6 ANNUAL WORK PROGRAM**

Within fourteen (14) days of Contract execution, and subsequently every year within fourteen (14) days after the anniversary of the Contract execution date, the Contractor shall develop an Annual Work Program ("AWP") for all tasks to be performed under this Contract for use by its staff, and will be made available to the Project Manager, or designee, for review, comment, and approval. At a minimum, the AWP should include, but is not limited to, quality standards to meet, detailed information on route development, route frequencies, scheduling, response to resident

complaints and Town requests, and any other methods or procedures required to ensure Work is performed to the satisfaction of the Project Manager, within the exercise of his reasonable discretion, and that any deficiencies in the Work are quickly identified and corrected. The approved AWP shall be incorporated into the Contract and the Contractor must adhere to the AWP to remain in compliance with the Contract.

## **D7 REPORTING**

The Contractor shall report to the Project Manager the following:

- Weekly, Contractor shall provide the Town with a written report detailing the activities (including quality control inspections) of the Contractor in a detailed statement of work for the preceding seven (7) days. A vehicle GPS digital file shall be provided to the Town with the weekly report.
- Weekly, Contractor shall provide the Town with a written report detailing the planned activities of the Contractor for the following seven (7) days.

## **D8 PERFORMANCE EVALUATION**

The Town may conduct performance evaluations for services rendered in the preceding month. Such evaluations may be provided to the contractor in the following month. Performance evaluations will cover any or all of the following:

- Work Completion
- Work Quality
- Work Quantity
- Verified Resident Complaints
- Quality of Deliverables (Received timely and correct)
- Timeliness, accuracy and completeness of billing

Unsatisfactory performance ratings are subject to corrective action in accordance with the terms and conditions of this Contract. Repeated performance issues, three (3) or more, shall be deemed sufficient grounds to terminate this Contract for default utilizing the procedures set forth in this Contract.

## **D9 PENALTIES FOR NON-COMPLIANT OR UNSATISFACTORY WORK**

All Work is subject to inspection by the Project Manager, Inspectors, or other authorized Town representatives at any time. As a result of these inspections, resident complaints, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the terms of this Contract or the AWP, then the Town may assess an inspection fee of two hundred fifty dollars (\$250.00), which may be deducted from any sums due to the Contractor, and issue notice to the Contractor of the non-compliant Work.

Continued, uncured non-compliant Work—Litter that remains for more than twenty-four (24) hours after detection—will be subject to a penalty of an amount equal to five percent (5%) of the total amount due for that day, which may be deducted from any sums due to the Contractor. This penalty may be assessed for each day the non-compliant Work remains uncured and for each individual instance of uncured, non-compliant Work. In the event the Contractor disagrees with the Project Manager as to any reduction, such disagreement must be submitted to the Town pursuant to Article C23, Disputes and Mediation.

**D10 VEHICLE TRACKING**

Contractor shall provide GPS tracking devices to all vehicles associated with this Contract. The Contractor shall be responsible for the general upkeep, maintenance, protection, and operation of these devices at all times that the vehicle is utilized for Work under this Contract. Contractor shall provide at a minimum GPS tracking that provides real-time data, and historical data to include but not limited to speed and idle time updated at an interval no more than thirty (30) seconds. Contractor shall provide the Project Manager login access to this data to use at his discretion. A digital file shall be provided to the Town on a monthly basis with the invoice.

**SIGNATURE PAGE FOLLOWS**

### CONTRACT EXECUTION FORM

This Contract 2018-12R made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \$\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

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

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

SFM Services, Inc.  
(Contractor's Name)

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

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

Name: Christian Infante

Title: President

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

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, SFM Services, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,  
(type title of officer)

Christian Infante, is hereby authorized  
(type name of officer)

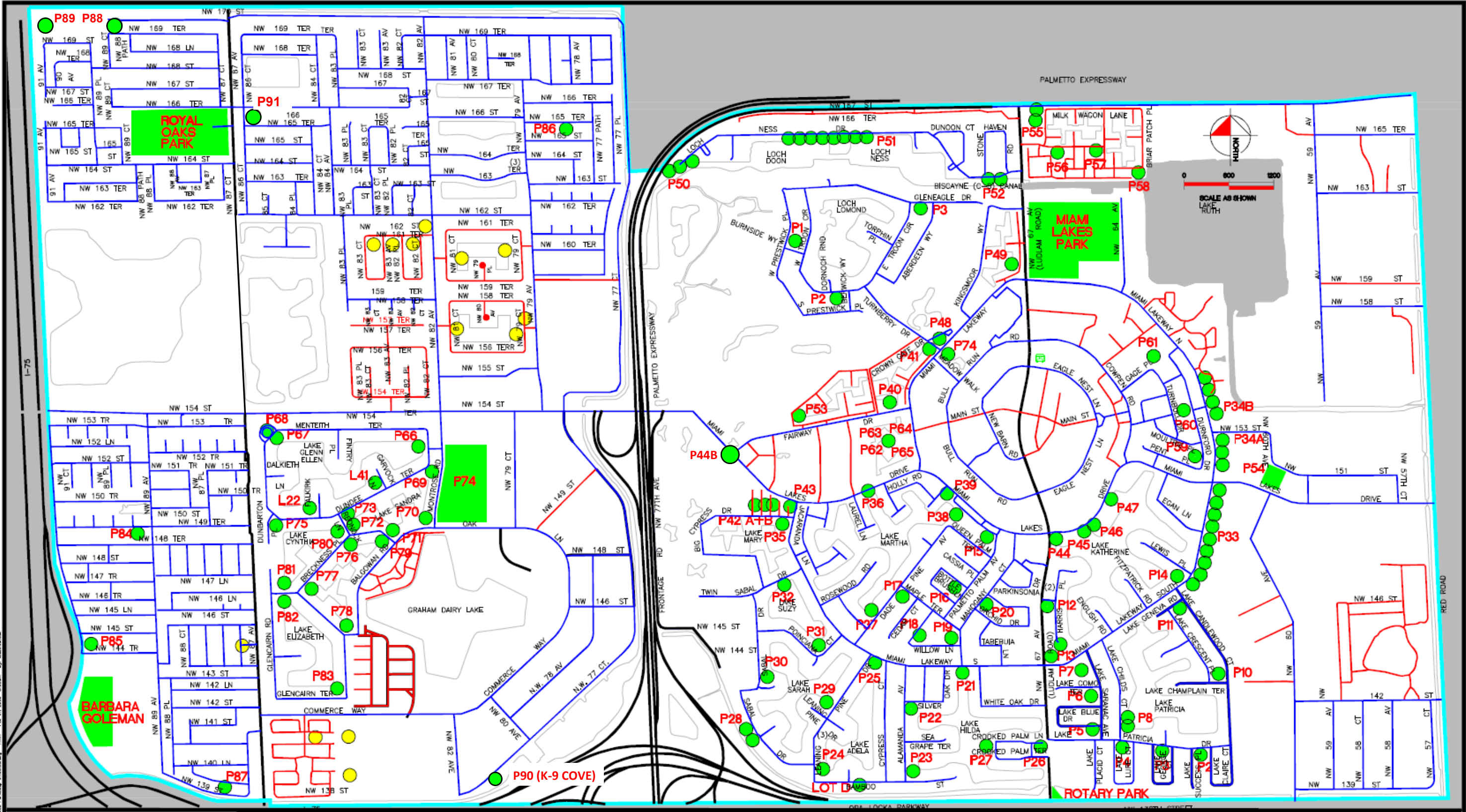
and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 25 day of June, 2018.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)

## **EXHIBIT A – TOWN PARK INVENTORY**



# PARK INVENTORY MAP

● Mini Parks

## **Pocket Parks**

<b>Site</b>	<b>Acreage of Site</b>	<b>Landscape Material (LF)</b>	<b>LF of Sidewalk/Edging</b>
Rotary Park - 13890 NW 67th Ave.	0.27		522
P1 - 16100 W Troon Circle	0.34	210	600
P2 (Loch Lomond) - 7105 Prestwick Pl.	0.38	110	608
P2 (Lake Patricia) - 6280 Lake Patricia Dr.	0.53	185	650
P3 (Loch Lomond) - 6900 Gleneagle Dr.	0.40		680
P3 (Lake Patricia) - 6357 Lake Patricia Dr.	0.52	165	441
P4 - 6434 Lake Patricia Dr.	0.47	160	630
P5 - 14028 Lake Saranac Ave.	0.33	80	336
P6 - 14210 Lake Saranac Ave.	0.52	200	640
P7 - 14320 Lake Saranac Ave.	0.96	320	973
P10 - 6271 Lake Champlain Ter.	0.38	75	579
P11 - 6276 Lake Geneva Rd.	0.42		590
P12 - 6651 Harris Ter.	0.32		468
P13 - 14410 Harris Pl.	0.42	85	825
P14 - 6315 Miami Lakeway South	0.24	170	395
P15 - 14810 Palmetto Palm Ave.	0.32	130	500
P16 - 14620 Palmetto Palm Ave.	0.48		620
P17 - 6976 Maple Ter.	0.45	170	655
P18 - 6943 Willow Ln.	0.39		563
P19 - 14416 Mahogany Ct.	0.40		565
P20 - 14611 Mahogany Ct.	0.47	120	623
P22 - 14125 Alamanda Ave.	0.36	160	495
L22 - 8511 Dundee Ter.	0.28		432
P23 - 6961 Bamboo St.	0.32	15	469
P24 - 7235 Bamboo St.	0.25		363
P25 - 7030 Miami Lakeway South	0.58		742
P26 - 14000 NW 67 Ave.	0.60		1218
P28 - 7350 Sabal Dr.	0.24		463
P29 - 14170 Leaning Pine Dr.	0.29		437
P30 - 14295 Sabal Dr.	0.27		668
P31 - 7255 Poinciana Ave.	0.25		506
P33 - 15200 Miami Lakeway South	2.09		3184
P34A & B - 15220 Miami Lakeway East	1.20		1100
P35 - 7370 Miami Lakeway South	0.91	100	833
P36 - 7050 Miami Lakes Dr.	0.11		331
P37 - 14480 Dade Pine Ave.	0.23	55	612

P38 - 14844 Dade Pine Ave.	0.12	15	206
P39 - 6880 Miami Lakes Dr.	0.39		490
P40 - 7014 Crown Gate Pl.	0.12		586
P41 - 15520 Turnberry Dr.	0.43		673
L41 - 14100 Garvock Pl.	0.26	50	420
P42A & B - 15017 Coconut Ct.	0.14		514
P43 - 7420 Miami Lakeway South	0.65	200	1813
P44 - 6640 Ludlam Dr.	0.38	105	637
P44B – 76950 Fairway Drive	0.16	135	355
P45 - 6550 Miami Lakes Dr. East	0.21		415
P46 - 6550 Miami Lakes Dr. East	0.21		415
P47 - 6480 Miami Lakes Dr.	0.35		800
P48 - 6850 Fern Dr.	0.53		617
P49 - 15500 NW 67 Ave.	0.21		396
P50 - 16470 Loch Ness Dr.	1.78		1513
P51 - 6970 Loch Ness Dr.	1.05		877
P52 - 6700 Loch Ness Dr.	1.36		1817
P53 - 7281 Fairway Dr.	0.40		684
P55 - 6699 Windmill Gate Rd.	0.00		0
P56 - 16331 Ravenwood Pl.	0.22		396
P57 - 6402 Turkey Run Ter.	0.23		396
P58 - 6349 Jack Rabbit Ln.	0.65	92	727
P59 - 15210 Durnford Dr.	0.30		441
P60 - 15341 Turnbull Dr.	0.50		689
P61 - 15430 Durnford Dr.	0.73		757
Tract A - 15211 Loch Isle Dr.	0.21	42	376
P62 - 15181 Loch Isle Dr.	0.27		0
P63 - 15180 Loch Isle Dr.	0.27		0
P64 - 15320 Loch Isle Dr.	0.27		0
P65 - 15181 Loch Isle Dr.	0.33		0
P66 - 15132 Menteith Ter.	0.33	105	610
P68 - 8560 Menteith Ter.	0.39		506
P69 - 8210 Dundee Ter.	0.55		615
P70 - 8295 Balgowan Rd.	0.16		330
P71 - 8335 Rednock Ln.	0.20	70	381
P72 - 8461 Rednock Ln.	0.25		405
P73 - 8460 Dundee Ter.	0.18		375
P74 East - 15690 Bull Run Rd.	2.47		3710
P75 - 14961 Dunbarton Pl.	0.32		429
P76 - 8422 Rednock Ln.	0.14		360

P77 - 8441 Ardoch Rd.	0.44		541
P78 - 8620 Ardoch Rd.	0.66		737
P79 - 14965 Balgowan Rd.	0.52		635
P80 - 14962 Rednock Ln.	0.44		550
P82 - 14708 Breckness Pl.	0.73		862
P83 - 8445 Glencairn Ter.	0.74	160	508
P84 - 8901 NW 148 Ter.	0.16	150	332
P85 - 9206 NW 144 Ter.	0.29		505
P86 - 7815 NW 165 St.	0.22	220	560
P87 - 8767 NW 139 St.	0.31	284	484
P88 - 8901 NW 169 Ter.	0.70		1260
P89 - 8840 NW 170th St	4.50		2865
P90 - 16554 NW 86 <sup>th</sup> Ct.	0.26		400
P91 - 1408 Palmetto Frontage Rd. (K-9 Cove)	2.10		1850
Lot D - 7237 Bamboo St.	0.44	250	600
<b>Totals</b>	<b>47.25</b>	<b>4388</b>	<b>61736</b>

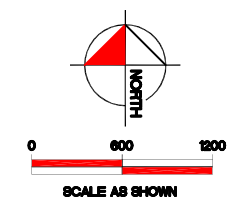
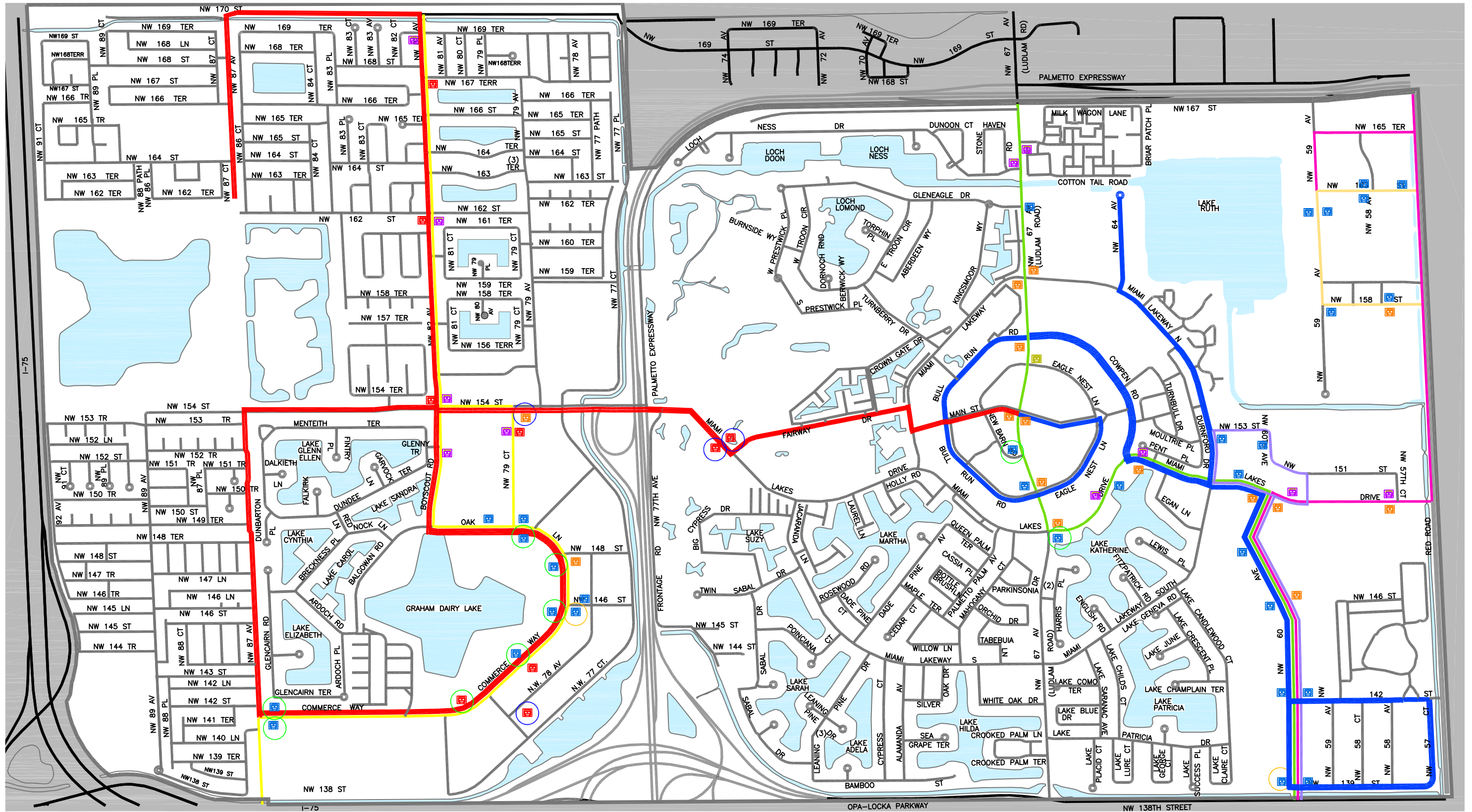
### Neighborhood Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging
P74 West - 15151 NW 82nd Ave.	10.50	240	3191
P54 - 6075 Miami Lakes Dr.	2.27	504	2334
<b>Totals</b>	<b>12.77</b>	<b>744</b>	<b>5525</b>

### Lakefront Beach Parks

Site	Acreage of Site	LF of Landscape Material	LF of Sidewalk/Edging	SF of Beach Area
P8 - 14105 Lake Childs Ct.	1.20		1414	6210
P21 - 6890 White Oak Dr.	1.61	60	1676	6510
P27 - 6786 Crooked Palm Ter.	0.44		498	1794
P32 - 7320 Twin Sabal Dr.	1.19		678	5822
P67 - 8560 Menteith Ter.	1.05	20	897	3927
P81 - 8560 Breckness Pl.	0.61		859	2142
<b>Totals</b>	<b>6.10</b>	<b>80</b>	<b>6022</b>	<b>26405</b>

## **EXHIBIT B – BUS SHELTERS/TOWN CIRCULATOR**



ROUTE 29	ROUTE 75	BUS STOP W/ TOWN SHELTER	PROPOSED NEW LOCATION
ROUTE 54	ROUTE 135	BUS STOP W/ BENCH	PROPOSED NEW LOCATION REQUIRING SIDEWALK INSTALLATION
ROUTE 73		BUS STOP W/ SIGN ONLY	
THE TOWN CIRCULATOR		BUS STOP W/ COUNTY SHELTER	
TML WEST ROUTE	TML EAST ROUTE	NEW BUS SHELTER	

**BUS STOPS, SHELTERS AND BUS ROUTES 2011/ 2012**

PUBLIC WORKS DEPARTMENT

# Town of Miami Lakes



## **EXHIBIT C – CONTRACTOR’S BID**



**ITB No. 2018-12R**  
**“Litter Control Services for  
Rights-of-Way and Town Parks”**



**Due July 7th, 2018 at 2 O'clock**



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## 1. Letter of Transmittal

Friday, July 06, 2018

Thomas Fossler  
Town of Miami Lakes  
6601 Main Street, Suite 208  
Miami Lakes, Florida, 33014

Dear Mr. Fossler,

SFM Services, Inc. appreciates the opportunity to participate in the procurement process for the Litter Control Services for Rights-of-Way and Town Parks for the Town of Miami Lakes. Aside from other landscape services provided to the Town, **SFM has been successfully providing the Town with these same services for the last 5 years.**

SFM understands The Town's expectations for litter control services and is fully dedicated to maintain all Town-owned property in a professional, clean, and neat appearance for the enjoyment of your residents. SFM has the qualifications and commitment to serve The Town as proven over the years. SFM is confident that we are the right choice to continue providing The Town of Miami Lakes with Litter Control Services for Rights-of-Way and Town Parks.

Any questions regarding this ITB can be directed to Christian Infante at 305.525.9442. We look forward to continuing working with the Town of Miami Lakes.

Sincerely,

*Christian Infante*

Christian Infante  
President

## 2. BID Forms & Pricing



### BID FORM

This Bid is submitted on behalf of SFM Services, Inc., (hereinafter "Bidder") located at  
(Name of Bidder)

9700 N.W. 79 Avenue Hialeah Gardens, FL 33016, submitted on 06/25/2018,  
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for **ITB No. 2018-12R for Litter Control Services**

To: Town of Miami Lakes, Florida  
Attn: Town Clerk  
Government Center  
6601 Main Street  
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the above stated ITB issued by the Town of Miami Lakes.

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB and attests to meeting the minimum qualifications stated therein.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided herein.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the Bidder and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

### BID PRICE

Bidder's **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, vehicles, overhead & profit required, in accordance with the Contract Documents.

Note: Quantities are estimated. Contractor will be paid for actual Work performed. In the event of a discrepancy between the unit price and the extended price below, the unit price will govern.

Item No.	Description	U/M	Unit Price	Quantity (Hours)	Annual Price
1	One-man crew	Hourly	\$ 21.63	2920	\$ 63,159.60
2	Spedal Events/ Debris Pick-Up & Disposal	Hourly /Per Person	\$ 20.00	340	\$ 6,800.00
3	Emergency Litter/Debris Pick-up & Disposal	Hourly	\$ 25.00	260	\$ 6,500.00
<b>TOTAL BID AMOUNT</b>					<b>\$ 76,459.60</b>

### ADDITIONAL SERVICES

Item No.	Description	U/M	Unit Price
4	Two-man crew	Hourly	\$ 43.26

Firm's Name: SFM Services, Inc.

SSN or Federal ID No.: 59-2766887 Telephone No.: (305) 818-2424

E-Mail Address: cinfante@sfmservices.com Facsimile No.: (305) 818-3510

Town/State/Zip: Hialeah Gardens, FL 33016

Printed Name/Title: Christian Infante, President Signature: 

6601 Main Street • Miami Lakes, Florida, 33014  
Office: (305) 364-6100 • Fax: (305) 558-8511  
Website: [www.miamilakes-fl.gov](http://www.miamilakes-fl.gov)



### Company Qualification Questionnaire

Some responses may require the inclusion of separate attachments. Separate attachments should be as concise as possible, while including the requested information. In no event should the total page count of all attachments to this Form exceed five (5) pages. Some Information may not be applicable, in such instances insert "N/A".

1. How many years has your company been in business under its current name and ownership?

11+ yrs current name

- a. Professional Licenses/Certifications (include name and license #)\* Issuance Date

Miami-Dade County LBT #6221246 09/30/2017

MBE Certification #FL02106 12/1/2017

FNGLA - Christian Infante #85092 07/01/2009

ISA - Christian Infante #FL5916A 06/01/2008

(\*include active certifications of small or disadvantage business & name of certifying entity)

2. Type of Company: ☐ Individual ☐ Partnership ☒ Corporation ☐ LLC ☐ Other

If other, please describe the type of company:

N/A

- a. FEIN/EIN Number:

59-2766887

- b. Dept. of Business Professional Regulation Category (DBPR):

Construction

- i. Date Licensed by DBPR:

11/2007

- ii. License Number:

FRO3461

- c. Date registered to conduct business in the State of Florida:

01/09/1987

- i. Date filed:

01/09/1987

- ii. Document Number:

M44559

- d. Primary Office Location:

9700 NW 79 Ave. Hialeah Gardens, FL 33016

- e. What is your primary business?

Landscape Services

(This answer should be specific)



f. Name of Qualifier, license number, and relationship to company:

N/A

g. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company:

N/A

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
South Florida Maintenance Services, Inc	#174396-3	08/12/2004
PM Security Services, Inc.	# 304257-9	09/06/2003

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	President	49%
Jose Infante	Founder	51%

b. Is any owner identified above an owner in another company? ☒ Yes ☐ No

If yes, identify the name of the owner, other company names, and % ownership

Jose Infante-51% Christian Infante-49% SFM Janitorial Services, LLC.

Jose Infante-51% Christian Infante-49% SFM Landscape Services, LLC; Jose Infante-51% Christian Infante-49% SFM Security Services, Inc.



- c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Christian Infante	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Infante	Founder	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N/A		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: N/A

4. Employee Information

- a. Total No. of Employees: 700
- b. Total No. of Managerial/Admin. Employees: 15
- c. Number of Trades Personnel and total number per classification:  
(Apprentices must be listed separately for each classification)

N/A

5. Will a Labor Force Company be used to provide any workers? ☐ Yes ☒ No

6. Employer Modification Rating: .92

7. Insurance Information:

- a. Insurance Carrier name & address:  
Old Republic Insurance Company 133 Oakland Ave, Greensburg, PA 15601



b. Insurance Contact Name, telephone, & e-mail:

CGL- Jose Sardinas (786)785.1158 Jose.Sardinas@USI.com

c. Insurance Experience Modification Rating (EMR): .92

(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 57/ \$634,075.62

8. Have any lawsuits been filed against your company in the past 5 years? ☐ Yes ☒ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.

9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.

10. Have any employees or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any employees or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.

13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No



If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Prior Experience:

a. Prior contracts or projects of a similar size, scope, and complexity:

Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must include the contracts or projects that meet the minimum number of contracts or projects identified in Section A of the solicitation.

Information provided must include the owner's name, address and contract person, including telephone & e-mail, title of contract or project, location of project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion in calendar days. A verifiable reference letter is to be completed by the owner of the Project and submitted as part of the Bid submission.

15. Vehicles & Equipment:

a. Vehicle List:

Provide an attachment to this Questionnaire that includes a listing of all of the equipment and vehicles owned or under lease or rental agreement that will be used in the performance of the Work. Bidders must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the make, model, and age of each piece of equipment or vehicle, and must specify whether the equipment or vehicle is dedicated solely for use on this Contract. During the Bid evaluation process, the Town may request, copies of the rental or lease agreements for any particular piece of rented or leased equipment. The Equipment & Vehicles Form following this questionnaire has been provided to aid Bidders in submitting the requested information.

By signing below, Proposer certifies that the information contained herein is true and accurate to the best of Proposer's knowledge.

By:   
Signature of Authorized Officer

06/25/2018

Date

Christian Infante

Printed Name



**EQUIPMENT AND VEHICLES**

Enclosed, please see equipment & vehicle inventory list

\*Note: This form is to be used for question 15a of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
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			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>

### CONTRACT EXECUTION FORM

This Contract 2018-12R made this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ in an amount not to exceed \$\_\_\_\_\_ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and \_\_\_\_\_, hereinafter called the "Contractor."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

**TOWN OF MIAMI LAKES**

By: \_\_\_\_\_  
Gina Inguanzo, Town Clerk

By: \_\_\_\_\_  
Alex Rey, Town Manager

Legal Sufficiency:

By: \_\_\_\_\_  
Raul Gastesi, Town Attorney

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

Signed, sealed and witnessed in the presence of:

**CONTRACTOR**

SFM Services, Inc.  
(Contractor's Name)

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

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

Name: Christian Infante

Title: President

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

(\*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

**CORPORATE RESOLUTION**

WHEREAS, SFM Services, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the President,  
(type title of officer)

Christian Infante, is hereby authorized  
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this 25 day of June, 2018.

  
\_\_\_\_\_  
Corporate Secretary

(Corporate Seal)



**ADDENDUM ACKNOWLEDGEMENT FORM**

**Solicitation No.:** 2018-12R

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. <u>1</u> ,	Dated <u>6.28.18</u>
Addendum No. <u>2</u> ,	Dated <u>6.28.18</u>
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____
Addendum No. _____,	Dated _____

No Addendum issued for this Solicitation

Firm's Name: SFM Services, Inc.

Authorized Representative's Name: Christian Infante

Title: President

Authorized Signature: 



**ITB 2018-12R**  
**Litter Control Services for**  
**Rights-of-Way and Town Parks**  
**Addendum #1**  
**Due Date: June 28, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Questions and Answers**

1. May the contractor use the Town's dumpsters to dispose of the debris collected?  
**Response:** See Section D1.01, General, of the ITB. Upon award of the contract, the Town will provide a list of acceptable dumpsters for litter disposal.
2. How many trash receptacles is the contractor expected to service throughout the Town?  
**Response:** 30 trash receptacles.
3. Section D1.02, Special Events Clean-Up, states "contractor is to provide 50-gallon cardboard trash receptacles and Town will determine the quantity." Is there a line-item in the Bid Form for the cost of these trash receptacles?  
**Response:** No. Section D1.02, Special Events Clean-Up, item ii(b) provides that "Contractor shall be reimbursed for the cost of the trash receptacles."
4. Price sheet Bid Item No. 1 states a "One Man Crew." How many One-Man Crews is the Town planning on using?  
**Response:** See Section A, Notice to Bidders, Project Overview, states "The number of crews the Town requires will rise and fall with the level of service the Town anticipates providing in a fiscal year."
5. How many references are bidders required to submit with their bid and is there a reference form required?  
**Response:** See Section A, Notice to Bidders, Minimum Qualification Requirements, item 2.

Acknowledgement:

Vanessa Rivera  
Name of Signatory  
Admin. Assist.  
Title  
6/28/18  
Date

[Signature]  
Signature  
SFM Services, Inc.  
Name of Bidder

ITB No. 2018-12R Litter Control Services  
for Rights-of-Way and Town Parks

Addendum #1

Date Posted: 06/28/2018



**ITB 2018-12R**  
**Litter Control Services for**  
**Rights-of-Way and Town Parks**  
**Addendum #2**  
**Due Date: June 28, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

**Questions and Answers**

1. Does the contractor provide the dog waste bags?

**Response:** The Town will be providing the dog waste bags.

Acknowledgement:

Vanezza Rivera  
Name of Signatory  
Admin Assist  
Title  
6.28.18  
Date

  
Signature  
SFM Services, Inc.  
Name of Bidder

**CERTIFICATE OF AUTHORITY  
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of SFM Services, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 25 day of June, 2018, a resolution was duly passed and adopted authorizing (Name) Christian Infante as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of June, 2018.

Secretary: \_\_\_\_\_

Print: Jose Infante

**CERTIFICATE OF AUTHORITY  
(IF PARTNERSHIP)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of \_\_\_\_\_, a partnership organized and existing under the laws of the State of \_\_\_\_\_, held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, a resolution was duly passed and adopted authorizing (Name) \_\_\_\_\_ as (Title) \_\_\_\_\_ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, shall be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Partner: \_\_\_\_\_

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

**CERTIFICATE OF AUTHORITY  
(IF INDIVIDUAL)**

I HEREBY CERTIFY that, I (Name) \_\_\_\_\_, individually and doing business as (d/b/a) \_\_\_\_\_ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

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

**NOTARIZATION**

STATE OF Florida )

) SS:

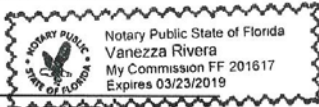
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 25 day of June, 2018, by Christian Infante, who is personally known to me or who has produced N/A as identification and who (☒ did / ☐ did not) take an oath.



SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA



PRINTED, STAMPED OR TYPED  
NAME OF NOTARY PUBLIC

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES**

**SECTION 287.133(3)(a), FLORIDA STATUTES**

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

1. This sworn statement is submitted to the Town of Miami Lakes  
by Christian Infante, President  
[print individual's name and title]  
for SFM Services, Inc.  
[print name of entity submitting sworn statement]

whose business address is

9700 NW 79 Ave. Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

Form PEC

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

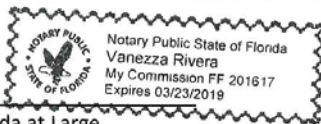
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of June, 2018.

My Commission Expires:

Notary Public State of Florida at Large



Form PEC

**NON-COLLUSIVE AFFIDAVIT**

State of Florida }  
County of Miami-Dade } SS:  
}

**Christian Infante**

being first duly sworn, deposes and says that:

- a) He/she is the **President**, (Owner, Partner, Officer, Representative or Agent) of **SFM Services, Inc.**, the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
- e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]

**Christian Infante**

(Printed Name)

**President**

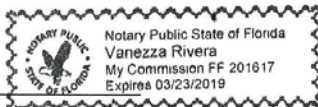
(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of June, 2018.

My Commission Expires:

Notary Public State of Florida at Large



Form NCA

**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        }  
                                      }  
COUNTY OF MIAMI-DADE   }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM Services, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

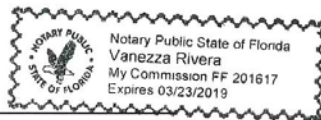
By:   
Title: President

BEFORE ME, the undersigned authority, personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of June, 2018.

My Commission Expires:





Notary Public State of Florida at Large

Form AK

### CONFLICT OF INTEREST AFFIDAVIT

State of Florida }  
County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of President, the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

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

Christian Infante

(Printed Name)

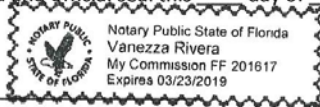
President

(Title)

BEFORE ME, the undersigned authority, personally appeared Christian Infante to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Christian Infante executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 25 day of June, 2018

My Commission Expires:



Notary Public State of Florida at Large

Form COI

### COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
  - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
  - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 06/25/2018



### PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Services, Inc. Solicitation No.: 2018-12R

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------


- b) Any family relationships with any employee or elected representative of the Town.

N/A

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

Last name	First name	Relationship
-----------	------------	--------------

  
Authorized Signature

06/25/2018

Date:

Christian Infante

Print Name

President

Title:

### **3. Firm Qualifications & Distinctive Services Offered**

**SFM Services, Inc.** is a local, family owned company recognized for its exceptional landscape maintenance, installation, and Arbor Care. We maintain commercial properties, communities, and municipalities across South Florida. You can see our work along South Florida's most prominent roads including:

- City of Coral Gables
- City of Miami Beach
- City of South Miami
- City of Miami
- City of North Miami Beach
- City of Doral

Our team of experienced landscape professionals is equipped with a vast knowledge in horticulture. That, plus access to the latest equipment and a fleet of 70 vehicles, sets us apart from others. SFM is not your typical landscape company. We offer a variety of landscape services including: landscape installation and maintenance, tree care, debris removal, irrigation installation and maintenance and disaster recovery services.

SFM Services is part of FNGLA or Florida Nursery, Growers and Landscape Association and of the American Traffic Safety Services Association or ATSSA for Safer Roads. We are also Florida Department of Transportation or FDOT pre-qualified.

#### **Benefits of Hiring SFM Services:**

- ✓ Over 750 employees in Miami-Dade County
- ✓ Experience maintaining parks & town streets
- ✓ SFM ownership will be directly involved
- ✓ Equipped for Hurricane Clean Up
- ✓ 4 Certified Arborists a phone call away
- ✓ SFM Headquarters is less than 20 minutes away from the Town of Miami Lakes.



SFM currently has approximately 750 employees. Many of them receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



We enforce a drug free policy and all employees are bonded and go through a criminal background check. We are a local certified minority owned company and we are confident that we are the right choice for the Town of Miami Lakes.

**SFM Services, Inc.** is not your typical service company. SFM can support clients by providing the following services:

## **Street Sweeping Services**

SFM owns a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

### **SFM Currently Sweeps:**

- City of Doral
- City of West Park
- City of Lauderdale Lakes
- FDOT District 4
- Town of Miami Lakes



## **Pressure Washing Services**

SFM has 3 trailer mounted pressure washing rigs equipped with water holding tank and steam pressure capability.



## **Litter Control Services**

SFM offers litter control and large debris removal services to several municipalities throughout Miami-Dade County.

SFM is equipped with:

- ✓ Echo friendly utility cars
- ✓ Self-loader grapple trucks (45CY)



## Event Cleaning

SFM can help the Town of Davie with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra Music Festival
- Bayfront Park & Amphitheater
- 2010 Super Bowl & Pro Bowl



### BEFORE



### AFTER



Ultra Music Festival  
165,000 Attendance in 3-days



## Disaster Recovery Services

Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County.

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services; Therefore for any Emergency, SFM is prepared to deploy and facilitate quickly and efficiently.



Some of our clients in disaster recovery services include:

- Miami-Dade County
- Dade County School Board
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes

SFM's additional crews can be dispatched to:

- Debris removal & disposal
- Supply generators
- Emergency water extraction & restoration
- Trim low hanging dangerous branches

SFM has provided disaster recovery service to several municipalities after the following storms:

- Hurricane Andrew
- Hurricane Wilma
- Hurricane Katrina (Mississippi & Florida)
- Hurricane Francis
- Hurricane Charley
- Hurricane Dennis
- Hurricane Ike (Texas)
- Hurricane Irma



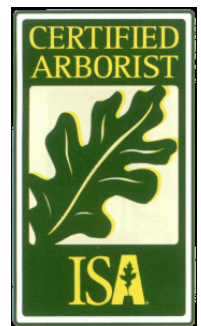
## 4. Key Personnel & Qualifications

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ FNGLA Maintenance Technicians
- ✓ Licensed Herbicide Applicators
- ✓ Horticultural Certifications
- ✓ Tree Trimmer Licensed

SFM Landscape believes in sustainability. That's why we have an entire Tree Care Division with 4 full-time certified ISA Arborist on staff.

Our commitment to nature includes growing our own trees and plants on our 10-acre tree farm located in Homestead, Florida. SFM Services is dedicated to its customers. We offer complete quality control and a proven method for handling each and every client.



**Jose M. Infante, Founder and Vice President** of SFM Services has forty (40) years of experience in the landscape industry. He is also a certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association) Attached please find resume. He also holds a pest control applicator license.



**Christian Infante**, President of SFM has seventeen (17) years of experience in landscape management & irrigation. Mr. Infante has a Bachelor's degree in Business Marketing & Management from Florida International University (FIU), an ISA Certified Arborist, and a certification in Horticulture and M.O.T. traffic control



**Joe Pinon, Chief Operating Officer**

Mr. Pinon has (30) years of senior management experience in the public and private sector as an Assistant City Manager. As Assistant City Manager/Public Safety Director, he was in charge of the Police, Fire, Emergency Management, Property Management, and Public Works Departments in both, the City of Miami Beach and the City of Miami.



**Mario Cantero, Landscape Manager.**

Mr. Cantero oversees all landscape operations. He has nine (9) years of experience in the service industry. He is M.O.T. certified and certified in Horticultural Studies. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.



**Robert Fisk, Environmental Planner**

Mr. Fisk has a bachelor degree in landscape architecture from Louisiana State University. Mr. Fisk is also an ISA certified arborist and has over 15 years of landscape & irrigation experience.



**SFM Maintenance Crews** currently servicing the City of Doral will continue working in the City of Doral Right of Way Maintenance Contract. Management strongly believes in promoting from within our own staff. All supervisors have begun at the maintenance personnel level. SFM has very low turnover compared to other firms in the industry.



**Rodney McNeil, Athletic Fields Specialist.**

Mr. McNeil has four years of agronomy related studies. He has been directly involved in all of all phases of golf course construction from land clearing through turf grass establishment. He is a member of the Florida Turf Grass Association, Florida Golf Course Superintendents Association, and the Golf Course Superintendents Associations of America.

**Sandy Lopez, Human Resource Manager.**

Ms. Lopez oversees all aspects concerning Human Resources. Employees with any work related issues or accident reports meet with Sandy routinely. Some of her duties include: Employee Drug Testing, Employee Criminal Back Ground Checks, Social Security Verification, Payroll Compliance, led the implementation of Universal Health Care Coverage Law.

**Alirio Alcalá, Fleet Manager.**

Mr. Alcalá plans, directs, and coordinates the operation of all SFM fleet of vehicles and equipment. Some of his duties are: Preventive Maintenance to Equipment, Vehicles, Fuel Control & Management, & GPS Tracking Management.

**Lazaro Diaz, Financial Controller**

Mr. Diaz oversees all the daily accounting activities for SFM. Due to this labor intensive industry, daily reviews of direct labor and overhead absorption are provided to management. Provide financial support and tracking for cost improvements projects for the Company.

## Performance History



### City of Coral Gables

2800 SW 72<sup>nd</sup> Ave. Miami, Fl. 33155  
Brook Dannemiller, RLA, Public Works  
Ph: (305) 460-5130  
Email: [bdannemiller@coralgables.com](mailto:bdannemiller@coralgables.com)  
Date of Service: 2002 to Present

#### *Description of Service:*

SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.



### Homestead-Miami Speedway

One Speedway Blvd. Homestead, Fl. 33035  
Al Garcia, V.P. of Operations  
Ph: 305.230.5000 Fax: 305.230.5074  
Email: [agarcia@homesteadspeedway.com](mailto:agarcia@homesteadspeedway.com)  
Date of Service: 2004 to Present

#### *Description of Service:*

SFM is the onsite landscape & janitorial contractor for this property year round. The contract entails all facets of landscape services (tree trimming, irrigation, fertilization, lawn care, etc.)



### City of Doral

8401 NW 53<sup>rd</sup> Terrace. Doral, Fl. 33166  
Carlos Arroyo, CFM Assistant Public Works Director/Chief of Construction  
Ph: (305) 593-6740 Ext. 6009  
Email: [carlos.arroyo@cityofdoral.com](mailto:carlos.arroyo@cityofdoral.com)  
Date of Service: 2006 to Present

#### *Description of Service:*

SFM has provided complete landscape and irrigation maintenance to the City. SFM also completed the City's first beautification project on NW 58<sup>th</sup> Street. Other services currently provided are street sweeping services and canal cleaning services.



### Miami Parking Authority

190 NE 3<sup>rd</sup> Street. Miami, Fl. 33132  
Arthur Noriega, CEO  
Ph: 305.373.6789 Fax: 305.371.9451  
Email: [anoriega@miamiparking.com](mailto:anoriega@miamiparking.com)  
Date of Service: 2009 to Present

#### *Description of Service:*

SFM provides complete landscape maintenance and daily porter service to MPA's 30 parking locations throughout the City of Miami.

**Town of Miami Lakes**

Tony Lopez, CPRE Chief of Operations

Ph: (305) 364-6100 Ext 1130

Email: [lopezt@miamilakes-fl.gov](mailto:lopezt@miamilakes-fl.gov)

Date of Service: 2004 to Present

*Description of Service:*

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

**City of Miami Beach (Right of Ways & Buildings)**

P. Rodney Knowles, Greenspace Division Director

Ph: 305-673-7080, Fax: 786-394-4536

Email: [rodneyknowles@miamibeachfl.gov](mailto:rodneyknowles@miamibeachfl.gov)

Date of Service: 2011 to Present

*Description of Service:*

SFM provides complete landscape maintenance (tree trimming, irrigation, litter control, lawn care) throughout the city's right of ways and municipal buildings.

➤ **Additional references are available upon request.**

## Vehicle & Equipment Inventory

ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
116	GMC	SAVANA	2007	1GJHG39U471116823	011LGR
128	CHEVROLET	1500	1997	1GCEC14W6VZ191735	003VVD
131	GMC	sweeper W4500	2005	J8DC4B16157006631	MIJ40N
132	CHEVROLET	SILVERADO	2005	1GCEC19X55Z153401	004VVD
140	CHEVROLET	1500 4 Door V8	2005	2GCEC19V851232133	S275AD
154	Mack	CH 613 DUMP TRUCK	1999	1M1AA18Y5XW112270	N6856K
157	Chevy Van	Uplander	2007	1GNDV23147D125693	784HMG
161	Sterling	SC8000	2007	49HAADB97DX54601	N6024T
162	Schwarze Freightliner	Sweeper M6000SE	2003	1FVABTAK63HK35447	N8191P
164	Freightliner	FL70 Dump TRUCK	1998	1FV6HJBA2WH918765	N8202P
167	Chevy	Express G1500 Cargo Van	2008	1GCFG15X681231153	022XRV
169	Chevy	Express G1500 Cargo Van	2008	1GCFG15X281231344	023XRV
172	Jeep	Patriot Sport	2009	1J4FT28B29D109787	BKVV35
173	Jeep	Patriot Sport	2009	1J4FT28B19D154607	199LII
174	Jeep	Patriot Sport	2009	1J4FT28B89D123984	BKVV36
181	Nissan	Frontier	2011	1N6AD0ER8BC421074	579YUL
190	Ford	Fiesta	2013	3FADP4AJ3DM116491	AFFI15
192	CHEVROLET	Express Cargo Van	2013	1GCSGAFX6D1116611	BPGX20
193	ISUZU	NPR	2013	JALC4W16XD7003278	BTUT18
ID No.	MAKE	MODEL	YEAR	V.I.N	TAG
23	Mack	Self loader Dump Trucks	2000	1M1AA13Y9YW115875	N4542P
25	Mack	Dump Trucks	2000	1M1AA13Y7YW115874	N4541P

102	CHEVROLET	Silverado	2007	2GCEC13C371571201	937JSL
107	CHEVROLET	Silverado 2500	2002	1GCHK23162F225522	134IXI
108	CHEVROLET	Pick up 1500	2005	1GCEC14V95Z174340	148YPJ
111	CHEVROLET	SILVERADO	2007	1GCEC14C37Z565162	936JSL
112	ISUZU	NPR 4.8L	1999	JALB4B148X7006090	553LJY
117	FORD	F-800 Bucket Truck	1995	1FDPF80C7SVA15554	N7722H
120	CHEVROLET	Silverado 1500	2003	1GCEC14X13Z336833	089KCX
121	CHEVROLET	Silverado 1500	2007	1GCEC19X47Z646831	002VVD
122	CHEVROLET	Silverado 2500	2007	1GCHC29U37E102658	P616UH
123	CHEVROLET	Silverado 1500	2007	1GCEC19X17Z644955	179JHP
133	FORD	F-800 Diesel	1997	1FDXF80C7VVA36313	N6031T
135	CHEVROLET	COLORADO	2005	1GCCS148658218739	Q146PH
136	CHEVROLET	SILVERADO	2007	2GCEC13C671616003	938JSL
137	CHEVROLET	SILVERADO	2005	1GCEC14XX5Z216791	Q542SX
138	CHEVROLET	SILVERADO	2005	1GCEC19X052229283	Q541SX
145	CHEVROLET	PK1500	2004	1GCEC14VG4Z331272	V979MP
148	CHEVROLET	1500	2004	1GCEC14X05Z220154	144HKZ
151	CHEVY Ext Cab	2500	2006	1GCHC29U66E105648	U341JE
158	Izuzu	FTR Plancha	1998	4GTJ7C138WJ600941	687HKX
160	CHEVROLET	PK1500	2007	3GCEC13C47G519681	939JSL
166	Tri fun	Truck 3	2009	5YPTT4789P000006	1839EF
179	Ford	F150	2010	1FTEX1CW5AFB42379	885VYP
182	CHEVROLET	Cargo Van	2011	1GCWGGCAXB1175016	646YTT
183	CHEVROLET	Silverado	2011	1GCRCPEX3BZ138837	528YUL
184	FORD	Ranger	2011	1FTKR1AD3BPA19044	103YUA

185	FORD	Ranger Super Cab 4x2	2011	1FTKR1ED2BPA58699	302YTT
188	Suzuki	Mini Truck	2004	DA63T-303159	BHKM05
189	Suzuki	Mini Truck	2005	DA63T-287837	BHKM04
191	Ford	F750 Bucket Truck	2011	3FRNF7FC2BV133774	BJAD11
194	International	4900 (WATER TRUCK)	2000	1HTSDAAN6YH268998	N6855K
195	CHEVROLET	Silverado 1500	2013	1GCREA3DZ275836	AYF2714
197	Ford	F750 Bucket Truck	2011	3FRXF7FC5BV620301	CCIQ18
1000	NISSAN	Frontier	2009	1N6AD07W49C422784	U593YQ
1002	Ford	F150	2005	1FTPW14576KB15815	
1003	Ford	F150	2005		
<b>ID No.</b>	<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>	<b>V.I.N</b>	<b>TAG</b>
144	CHEVROLET	COLORADO	2005	1GCCS146658187958	
156	CHEVROLET	Cobalt	2007	1G1AK55F077150967	X122ZV
175	Nissan	Sentra	2010	3N1AB6AP2AL620482	BKVV46
176	Nissan	Sentra	2010	3N1AB6AP1AL601809	BKVV47
178	Nissan	Sentra	2010	3N1AB6AP5AL611081	BKVV45
201	Ford	Fusion	2015	3FA6P0LU3FR197801	DGJN97
<b>ID No.</b>	<b>MAKE</b>	<b>MODEL</b>	<b>YEAR</b>	<b>V.I.N</b>	<b>TAG</b>
141	CHEVROLET	Silverado 3500	2005	1GCJC39U95E253928	S314IL
186	Jeep	Patriot Sport	2011	1J4NT1GA1BD287534	AEUF71
196	Artic Cat	ATV 350 FIS	2012	RFB12ATV7CK6N0130	N/A

No.	Year	Make	Description	Model	Serial
824		CAT	Backhoe	420 D	CRS26418
825		CAT	Skit Steer	242 B	BXM02084
826		Thomas	Front Loader	173	921117 3 HL
828		John Deer	Gator	HD200	TC2020A020415
829		BUSH HOG	Rotary Mower	SQ600R3	12-461198 (7N99)
832	2003	New Holland	Skid Steer Loader	LS-180 (20030)	LMU0007345
853	2005	CARLTON	SP4012	Stump Grinder	1J9B11226D1167067
854	2005	CARLTON	SP4012	Stump Grinder	1J9B11223D1167463
855	2009	ATHENS	ARADO	055-1622-642	009147
857		TORO	MOWER	REEL MASTER	5500-D
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR-65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
906			Tree Boom for Skidsteer		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380
859	2011		Plastic Sprayer Tank w/Sprayer color Red		
867		Progressive SDR-65	Roller Mower		
869	2009	TMG Aluminum Boat	Boat - 1032	BUJ62372E809	
881	2013	GENIE	Articulating Boom Lift	Z45	Z452513A-4895L
904	1999	BUSH HOG	Side Mount Mower	SM60	12-00970
905		MALETTI	Gear Driven Soil Tiller		
907	2013	STIHL	Man Earth Auger	STEBT121	176865380

## Quality Assurance Plan

SFM uses quality control software named “Orange QC”. This software allows the SFM Quality control officers to:



- Perform inspection using an smart phone or tablet.
- Monitors account performance & sends real time alerts based on triggers you set.
- Generate reports for customers

The SFM Quality Control Program consists of two mutually supporting modules:

1. **Quality Control Plan** – establish standards, supporting processes, performance objectives and performance indicators to meet all performance requirements.
2. **Quality Control Monitoring Plan** – implement SFM QC to provide a structured approach to performance monitoring, deficiency avoidance, corrective actions and reporting.

### Service Quality Measurements/Metrics

Each task is monitored as follows:

1. The QC Officer will designate the area to be assessed.
2. The screen of the hand-held device requests a "level of compliance" to be input by qualitative format based on a numerical scale:

- 1 = Immediate Action Required
- 2 = Unsatisfactory
- 3 = Satisfactory

If anything other than a “Satisfactory” is entered, the system will provide a report suggesting action to be taken. At this point, the end user is to:

- A. Refer to Superior
- B. Refer to Vice President
- C. Immediate Action required (self or other)
- D. High Risk (situations hazardous to health or safety)
- E. Maintenance required (drives a maintenance request)

## MEASUREMENT TOOLS

Hand-held Smart Phone or Tablet

Below is a visual of our hand-held based Quality Control application.

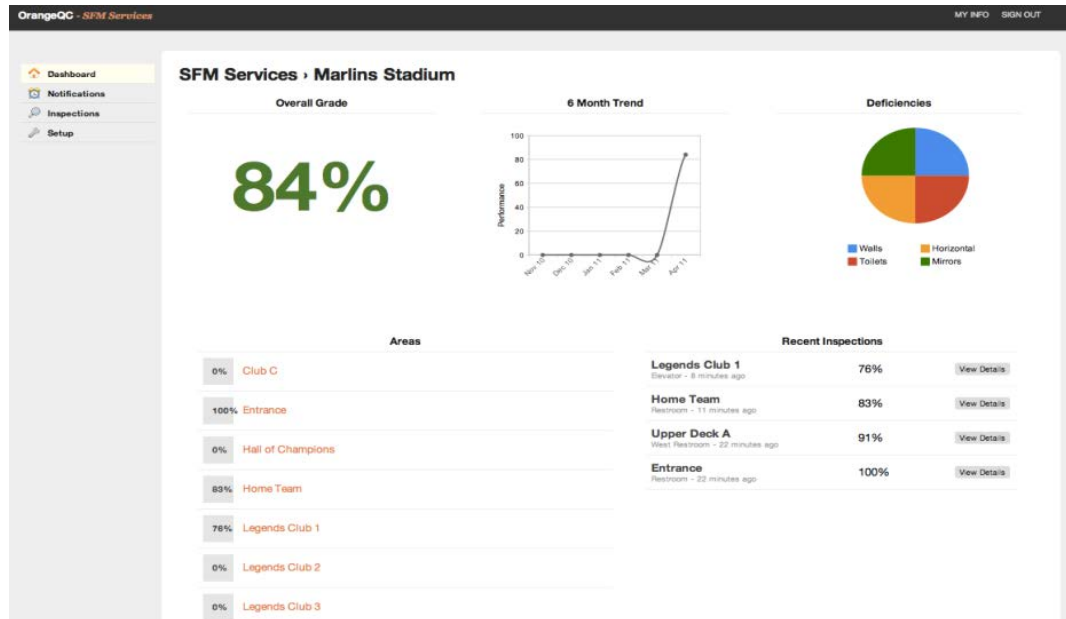


## SAMPLE OF IPAD PERFORMING INSPECTION



Below is report provided to client that will show the evaluation of progress in 3 forms:

- Percent Score
- Graph showing comparing history
- Pie Chart



These reports can be emailed to property managers in a pdf format.

Email notifications are configured to notify SFM managers about the QC performance. The QC officer's iPad automatically synchronizes via a wireless network connection so QC inspections can be tracked in real-time. Corrective action requests are immediately communicated to the relevant person.

All quality control inspections have precise timestamps to ensure frequency of monitoring and a clear indication of the date, time, area and results of the monitoring process

Management reports contain the following:

- Labor budget
- Supplies budget
- Equipment budget
- Sales

## Ticket System

Through our Quality Control software, we ask our clients to use the “Ticket System”. This feature helps us document and keep track of the quality of our services.

### *Here's how it works:*

All you have to do is send an email to our Quality Control System at [ticket@sfmservices.com](mailto:ticket@sfmservices.com) so we can address it. It's that simple!

This email will trigger a ticket alert from the client to the SFM administration, who will consist of:

1. Contract Manager
2. Contract Supervisors
3. SFM's C.O.O.
4. SFM's President

This ticket will remain open until addressed by the Area Supervisor and our SFM Operations Manager, who will respond. Their response will then trigger a “pending” designation. Once the ticket's content is addressed, it will be shown as completed and filed within your folder in our QC program. This will enable us to sporadically open the folder and see if there are any re-occurring situations that will assist us in managing your facility's cleaning specifications better.

## Employee Tracking



All supervisors and roving porters driving SFM vehicles will have a GPS tracking system. This will assure they are servicing all locations and will tell us how much time is spent at each location.

SFM will track and document any incidents or repairs needed with the help of the tracking software. Software is web based and provides all reports in “real time”. Other capabilities are:

- ✓ Daily Activity Reports (accessible via internet)
- ✓ Incident Reports (real time)
- ✓ Cleaning Specifications (instantly available to cleaners)
- ✓ Digital Restroom Log



## Safety Program

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic

SFM provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.



Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.



In the last 7 years, SFM has had two citations from the U.S. Department of Labor Occupational Safety and Health Administration. Both citations were to a tree trimming crew for not wearing a protective helmet and the other for not wearing a body belt attached to the boom. Both were corrected during the inspection and addressed in safety training.

## Employee Safety BBQ



Committed  
to  
**Safety**  
Excellence



Employee Safety BBQ raffle  
winner!



Safety Training

➤ 242 Days without an employee accident!!!

## **Hiring Format**

Prior to commencement of work SFM performs investigative background checks for all employees. While performing investigative background checks which will include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (7 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry

## **Drug Free Workplace Program**

SFM Services is committed to providing a safe, efficient and productive work environment for all employees and for that we have a drug free policy, employees may be asked to provide body substances samples (such as urine and /or blood) to determine the illicit or illegal use of drugs and alcohol. We test 15 employees each month.



**SFM is proud to participate in the National Drug Free Workplace Program.**

### **Objectives/goals:**

- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To demonstrate a more professional attitude and standard of conduct
- To deliver better customer service

### **To achieve these goals, SFM Services conducts:**

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Drug Screening of all job candidates prior to start of assignments
- Alcohol and Drug screening in the event of work-related accidents
- Formal and informal counseling by trained supervisors



## Uniform & ID's

We realize the importance that a properly-identified employee can have in a Town. For this reason SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

Should the Town wish a different type of uniform, we can provide shirts, slacks, windbreakers and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors and logos.

Just as important as a clear, identifiable uniform is the identification card, that every SFM employee is provided and required to carry with them at all times during work hours.

SFM understands and enforces the need to have all personnel in a Town clearly identified. We want to make sure your residents feel safe in their Town parks and that they always know who is working around them.



Our employee IDs serve 2 purposes:

1. To clearly identify an SFM employee
2. To track each employee's time as a time card swipe System.

**SFM crew photographed at City of Miami Beach's Star Island.**



## 5. Certifications, Licensure & Insurance

### Occupational Licenses

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

6221246

**BUSINESS NAME/LOCATION**  
SFM SERVICES INC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**  
**RENEWAL**  
6485858

**EXPIRES**  
**SEPTEMBER 30, 2018**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SFM SERVICES INC

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
\$67.50 09/21/2017  
CHECK21-17-090095

Employee(s) 15

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](http://www.miamidade.gov/taxcollector)

001945

**Local Business Tax Receipt**  
Miami-Dade County, State of Florida  
-THIS IS NOT A BILL - DO NOT PAY

5770822

**BUSINESS NAME/LOCATION**  
SFM LANDSCAPE SERVICES LLC  
9700 NW 79 AVE  
HIALEAH GARDENS FL 33016

**RECEIPT NO.**  
**RENEWAL**  
1743963

**EXPIRES**  
**SEPTEMBER 30, 2018**  
Must be displayed at place of business  
Pursuant to County Code  
Chapter 8A - Art. 9 & 10

**OWNER**  
SFM LANDSCAPE SERVICES LLC

**SEC. TYPE OF BUSINESS**  
213 SERVICE BUSINESS

**PAYMENT RECEIVED  
BY TAX COLLECTOR**  
\$450.00 09/21/2017  
CHECK21-17-090127

Employee(s) 100

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](http://www.miamidade.gov/taxcollector)

# MBE Certification

## Minority Participation

SFM Services, Inc. is 100 % minority owned. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic.

SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

SFM is a registered minority firm with the Florida Regional Minority Business Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida Regional Minority Business Council. (305.762.6151)

THIS CERTIFIES THAT

**SFM Services, Inc.**

\* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 561730; 561720

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

12/01/2017	FL02106
<b>Issued Date</b>	<b>Certificate Number</b>
12/01/2018	
<b>Expiration Date</b>	<b>Beatrice Louissaint, President &amp; CEO</b>

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

## Maintenance of Traffic Certification

# Certificate of Completion

**Christian H. Infante**

**Has Completed a Florida Department of  
Transportation Approved Temporary Traffic  
Control (TTC) Advanced (Refresher) Course.**

11/13/2021

Date Expires

37

FDOT Provider #

Richard Cabrera

Instructor

33609

Certificate #



ATSSA  
15 Riverside Parkway Ste. 100  
Fredericksburg, VA,  
[www.atssa.com](http://www.atssa.com)  
[donna.clark@atssa.com](mailto:donna.clark@atssa.com)



For more information about Temporary Traffic  
Control (TTC) or to verify this certificate  
[www.motadmin.com](http://www.motadmin.com)

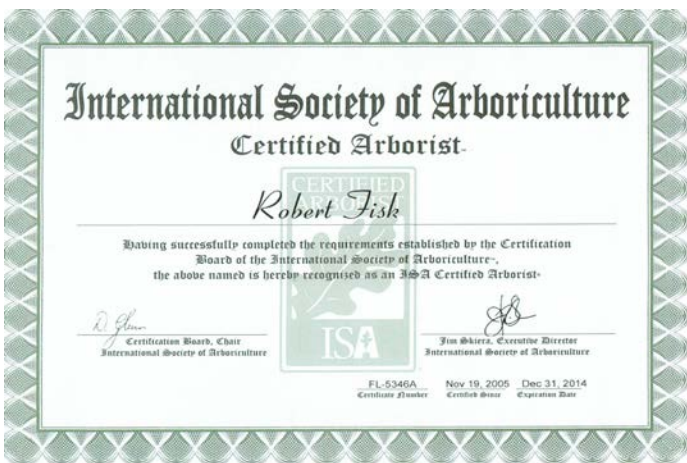
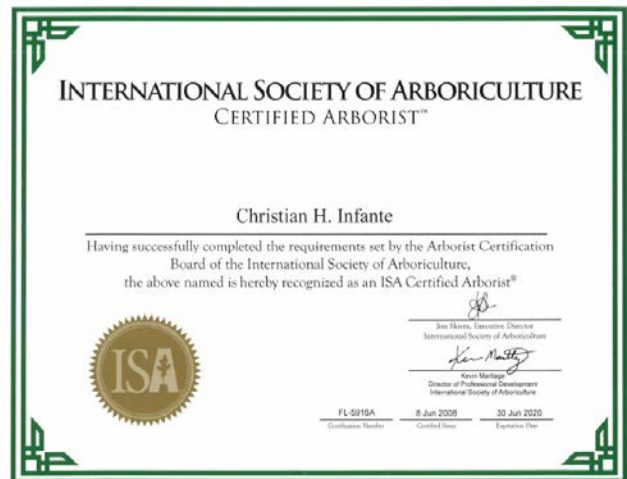
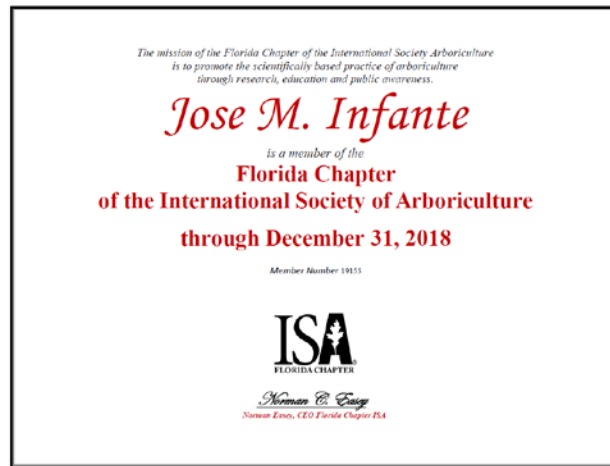
## Best Management Practices



## FNGLA Certifications



## Arborist Certificates



## Horticultural Certifications



## Landscape Architect Certificate

# Louisiana State University

and

## Agricultural and Mechanical College

On the nomination of the Faculty of the  
College of Design  
has conferred upon

**Robert Wade Fisk**

the degree of

### Bachelor of Landscape Architecture

with all the Honors, Rights and Privileges to that degree appertaining.

In Testimony Whereof, the seal of the University and the signatures as authorized  
by the Board of Supervisors are hereunto affixed. Given at Baton Rouge, Louisiana  
May twenty-first, nineteen hundred and ninety-two.

*Rolf H. McColister Jr.*  
Chairman of the Board of Supervisors

*Allen A. Copping*  
President



*William E. Davis*  
Chancellor

*Kim Cargnante*  
Dean

## Pesticide License

**Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Commercial Applicator License  
License # CM18951**

INFANTE JR, JOSE MIGUEL  
9789 NW 45TH LN  
DORAL, FL 33178

Categories  
**5A, 6**

**Issued: March 31, 2016**

**Expires: February 29, 2020**



\_\_\_\_\_  
Signature of Licensee

ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

**Florida Department of Agriculture and Consumer Services  
Pesticide Certification Office  
Authorized Purchasing Agent for Restricted Use Pesticide  
Authorizing License: CM18951**

INFANTE JR, JOSE MIGUEL  
9789 NW 45TH LN  
DORAL, FL 33178

MARIO CANTERO  
9700 NW 79 AVE  
HIALEAH GARDENS, FL 33016

**Issued: March 31, 2016**

**Expires: February 29, 2020**

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Signature of Purchasing Agent

The above purchasing agent is authorized under the provisions of Chapter 487, F.S. to purchase restricted use pesticides for the named licensee.

# Excess Liability Insurance



## CERTIFICATE OF LIABILITY INSURANCE

SFMSE-1 OP ID: KU

DATE (MM/DD/YYYY)  
01/18/2017

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 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).

<b>PRODUCER</b> BROWN & BROWN OF FLORIDA INC 14900 NW 79th Court Suite#200 Miami Lakes, FL 33016-5869 Fausto Alvarez		<b>CONTACT NAME:</b> Fausto Alvarez <b>PHONE (A/C, No, Ext):</b> 305-364-7800 <b>FAX (A/C, No):</b> 305-714-4401 <b>E-MAIL ADDRESS:</b>															
<b>INSURED</b> SFM Services, Inc. SFM Janitorial Services, LLC SFM Landscape Services, LLC Attn: Mr. Infante 9700 NW 79 Avenue Hialeah, FL 33016		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The North River Ins. Company</td> <td>21105</td> </tr> <tr> <td>INSURER B: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Ins. Company	21105	INSURER B: Zurich American Insurance Co.	16535	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:																	

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$ \$ \$ \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		5821067232	12/12/2016	12/12/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Crime		MPL647831603	12/12/2016	12/12/2017	Limit 250,000 Ded. 5,000

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

Named insureds include: SFM Security Services, INC. SFM Janitorial Services, LLC SFM Landscape Services, LLC

Ref: ITB #2017-23 Grounds Maintenance for Pocket Parks and ROW Medians

<b>CERTIFICATE HOLDER</b> Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014		<b>CITY OF D</b>
<b>CANCELLATION</b> 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 Brown and Brown of Florida, Inc.		

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ACORD 25 (2014/01)

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# Auto Liability Insurance



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2016

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 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).

<b>PRODUCER</b> Keen Battle Mead & Company 7850 Northwest 146th Street Suite 200 Miami Lakes FL 33016		<b>CONTACT NAME:</b> Yordanka Marrero <b>PHONE (A/C, No, Ext):</b> (305) 558-1101 <b>FAX (A/C, No):</b> (305) 822-4722 <b>E-MAIL ADDRESS:</b> ymarrero@kbmco.com	
<b>INSURED</b> SFM Services, Inc. 9700 NW 79th Avenue Miami FL 33016		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The North River Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 16-17 Auto Master **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		1337400108	12/12/2016	12/12/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single \$ 300,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is listed as additional insured as respects to the Auto Liability when required by written contract

### CERTIFICATE HOLDER

Town of Miami Lakes  
 6601 Main Street  
 Miami Lakes, FL 33014

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alex Perez/BECKY

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ACORD 25 (2014/01)  
 INS025 (201401)

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# General Liability & Workman's Comp Insurance

240754



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/3/2017

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).

<b>PRODUCER</b> Commercial Lines - (305) 443-4886 Wells Fargo Insurance Services USA, Inc. 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133		<b>CONTACT</b> NAME: Julio Valdes PHONE (A/C, No, Ext): 3054434886 FAX (A/C, No): E-MAIL ADDRESS: julio.valdes@wellsfargo.com	
<b>INSURED</b> SFM Services, Inc. (See Description of operations) 9700 NW 79 Avenue Hialeah Gardens, FL 33016		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Old Republic Insurance Company NAIC # 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 11273546 **REVISION NUMBER:** See below

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY309139	03/01/17	03/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC30913800	03/01/17	03/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate holder is additional insured with respects to general liability when required by written contract in accordance with the terms and conditions of the policy

Named insureds include: SFM Security Services, INC. SFM Janitorial Services, LLC SFM Landscape Services, LLC

Ref: ITB #2017-23 Grounds Maintenance for Pocket Parks and ROW Medians

### CERTIFICATE HOLDER

Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	<b>CANCELLATION</b> 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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ACORD 25 (2016/03)