

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

Meeting Date: July 10, 2024

Presenter's Name and Title: Billy Neal, Director of Parks & Recreation Department, and Alicia Ayum, Director of Procurement

Prepared By: Jazmine Hall, Parks Operations & Logistics Coordinator

Temp. Reso. Number: TR No. #R8158

Item Description: Temp. Reso. #R8158, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-021 ENTITLED "GROUNDS FULL MAINTENANCE SERVICES" TO DYNASERV FLORIDA, L.L.C., AND APPROVING AN AGREEMENT FOR AN INITIAL TERM OF TWO YEARS, COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2026, WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS., IN AN AMOUNT NOT-TO-EXCEED \$335,703 ANNUALLY; AND ALLOCATING AN ANNUAL CONTINGENCY ALLOWANCE OF \$100,000 FOR SUPPLEMENTAL SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE AGREEMENT. *(Billy Neal, Director of Parks & Recreation Department, and Alicia Ayum, Director of Procurement)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: Agreement to be signed on dais.

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

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

Fiscal Impact: Yes No

REMARKS: Funds in the amount not-to-exceed \$335,703 for the project are budgeted in the FY25 Budget Parks and Recreation Landscape Services Account in the following GL Account No. 001-60-608-572-000-603460, allocating a contingency allowance of \$100,000 in GL Account No. 001-60-608-572-000-603460 subject to Commission approval of the FY 2025 Budget.


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8158
 - Exhibit A: Proposed Agreement
- Attachment(s)

- **Attachment 1: Exhibit A to Exhibit A (IFB 24-021)**
- **Attachment 2: Exhibit B to Exhibit A (DynaServ Bid)**
- **Attachment 3: Bid Opening Tab for IFB 24-021**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Billy Neal, Director of Parks & Recreation
DATE: July 3, 2024
RE: Temp. Reso. No. #R8158 approving the award of Invitation for Bids No. 24-021 "Grounds Full Maintenance Services" to DynaServ Florida, L.L.C. and authorizing the City Manager to execute the agreement

RECOMMENDATION: The City recommends approval of the award of Invitation for Bids No. 24-021, entitled "Grounds Full Maintenance Services" to DynaServ Florida, L.L.C. ("DynaServ"), and approving an agreement for an initial term of two years commencing on October 1, 2024 through September 30, 2026, with the option to renew for three additional one-year terms, in an amount not-to-exceed \$335,703 annually; and allocating an annual contingency allowance of \$100,000 for supplemental services and authorizing the City Manager to execute the agreement.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 by a single department from the same vendor in a single fiscal year, in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The Parks and Recreation Department is responsible for maintaining and up keeping City parks. The current contract with Brightview Landscape Services, Inc., is set to expire on October 20, 2024.

On April 18, 2024, the City's Procurement Department advertised Invitation for Bids # 24-021, entitled "Grounds Full Maintenance Services" (the "IFB") on DemandStar for services for two of the City's parks. The IFB was advertised a newspaper of general circulation. On May 16, 2024, the IFB closed with a total of five (5) bids.

City staff evaluated the bids and the bidders' references and determined that DynaServ Florida LLC ("DynaServ") was the lowest responsive, responsible bidder, whose bid was in the amount of \$335,703 annually. The Parks and Recreation department wishes to add an additional annual contingency of \$100,000 to cover the cost of supplemental work that was also solicited in the IFB.

DISCUSSION: The City intends to contract with DynaServ for Grounds Full Maintenance Services to maintain parks and other green areas to the highest standards for the community's enjoyment. By partnering with DynaServ, the City ensures that maintenance and beautification efforts are executed efficiently and with professional expertise.

ANALYSIS: Funds in the amount not-to-exceed \$335,703 for the project are budgeted in the FY25 Budget Parks and Recreation Landscape Services Account in the following GL Account No. 001-60-608-572-000-603460, allocating a contingency allowance of \$100,000 in GL Account No. 001-60-608-572-000-603460 subject to Commission approval of the FY 2025 Budget.

Temp. Reso. No. 8158
5/23/24
7/3/24

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BIDS NO. 24-021 ENTITLED “GROUNDS FULL MAINTENANCE SERVICES” TO DYNASERV FLORIDA, L.L.C., AND APPROVING AN AGREEMENT FOR AN INITIAL TERM OF TWO YEARS, COMMENCING OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2026, WITH THE OPTION TO RENEW FOR THREE ADDITIONAL ONE-YEAR TERMS, IN AN AMOUNT NOT-TO-EXCEED \$335,703 ANNUALLY; AND ALLOCATING AN ANNUAL CONTINGENCY ALLOWANCE OF \$100,000 FOR SUPPLEMENTAL SERVICES AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is responsible for maintaining and upkeeping City parks; and

WHEREAS, the current contract for Grounds Full Maintenance Services with Brightview Landscape Services, Inc. is set to expire on October 20, 2024; and

WHEREAS, on April 18, 2024, the City’s Procurement Department advertised Invitation for Bids # 24-021, entitled “Grounds Full Maintenance Services” (the “IFB”) on DemandStar for services for two of the City’s parks; and

WHEREAS, the IFB was advertised in a newspaper of general circulation; and

WHEREAS, on May 16, 2024, the IFB closed with a total of five (5) bids; and

Reso. No. _____

Temp. Reso. No. 8158
5/23/24
7/3/24

WHEREAS, City staff evaluated the bids and the bidders' references and determined that DynaServ Florida, LLC ("DynaServ") was the lowest responsive, responsible bidder, whose bid was in the amount of \$335,703 annually; and

WHEREAS, the Parks and Recreation Department wishes to allocate an additional annual contingency allowance of \$100,000 for supplemental services that was also solicited in the IFB; and

WHEREAS, City Commission approval is required for expenditures exceeding \$75,000 by a single department from the same vendor in a single fiscal year in accordance with City Code Section 2-412(a)(1); and

WHEREAS, the City intends to contract with DynaServ for landscape services to maintain parks and other green areas to the highest standards for the community's enjoyment; and

WHEREAS, by partnering with DynaServ, the City ensures that maintenance and beautification efforts are executed efficiently and with professional expertise; and

Temp. Reso. No. 8158
5/23/24
7/3/24

WHEREAS, the City Manager recommends approval of the award of Invitation for Bids No. 24-021 entitled “Grounds Full Maintenance Services” to DynaServ and the execution of an agreement with the Contractor for an initial term of two years commencing October 1, 2024 through September 30, 2026, with the option to renew for three additional one-year terms, in an amount not to exceed \$335,703 annually and allocating an additional contingency of \$100,000 for supplemental services; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the award of Invitation for Bids No. 24-021 entitled “Grounds Full Maintenance Services” to DynaServ and the execution of an agreement with the Contractor for an initial term of two years commencing October 1, 2024 through September 30, 2026, with the option to renew for three additional one-year terms, in an amount not to exceed \$335,703 annually and allocate an additional contingency of \$100,000 for supplemental services.

Temp. Reso. No. 8158
5/23/24
7/3/24

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

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

Section 2: That the City Commission approves the award of Invitation for Bids No. 24-021 entitled “Grounds Full Maintenance Services” to DynaServ Florida, L.L.C. for an initial term of two years, commencing October 1, 2024 through September 30, 2026, with the option to renew for three additional one-year terms, in an amount not to exceed \$335,703 annually, and allocating an additional annual contingency of \$100,000 for supplemental services, and authorizes the City Manager to execute the agreement attached hereto as Exhibit “A,” together with such non-substantial changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

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

Temp. Reso. No. 8158
5/23/24
7/3/24

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

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

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

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Winston F. Barnes	_____
Commissioner Maxwell B. Chambers	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Alexandra P. Davis	_____
Mayor Wayne M. Messam	_____

Reso. No. _____

5



AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

DYNASERV FLORIDA, LLC

GROUNDS FULL MAINTENANCE SERVICES

This Agreement (or "Contract") is entered into upon the last date of execution herein, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

DynaServ Florida, LLC, , a Florida Limited Liability Company with its principal business address located at 990 South Flamingo Road, Davie, FL 33325, hereinafter referred to as "Contractor".

WHEREAS, the City advertised Invitation for Bids No. 24-021 entitled "GROUNDS FULL MAINTENANCE SERVICES" ("the IFB"); and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City; and

WHEREAS, on [REDACTED], 2024, the City Commission adopted Resolution No. _____ and approved the award of the IFB to the Contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1
SCOPE OF SERVICES

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements of City of Miramar Invitation for Bids No. 24-021 attached hereto as Exhibit "A", the Contractor's Bid attached hereto as Exhibit "B", as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the IFB and the Contractor's Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the IFB; terms of the Contractor's Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses, and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit "A".

Estimates/Quotations:

All requests for related Landscape Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the Parks and Recreation Department, as well as an approved purchase order authorizing Services.

2. Failure of the Contractor to adhere to the City's purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

SECTION 2
COMPENSATION

Compensation under this Agreement shall be paid in accordance with the Contractor's Bid attached hereto as Exhibit "B" and shall not exceed the total of Three Hundred Thirty-Five Thousand Seven Hundred and Three dollars (\$335,703) annually. The Contractor shall submit periodic invoices for the Goods and Services provided to the

City of Miramar, ATTN: Accounts Payable Division, 2300 Civic Center Place, Miramar, FL 33025.

The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Purchase Order number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 3
TERM OF AGREEMENT

The term of this Agreement shall be for an initial term of two years and shall commence on October 21, 2024 and end on October 20, 2026, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one-year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement.

The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum of a hundred eighty days (180) days.

SECTION 4
TERMINATION OF AGREEMENT

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5
INDEPENDENT CONTRACTOR

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by

Contractor, and not as officers, employees, or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands, and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct, or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Professional Liability	\$ 500,000	\$1,000,000

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance policies shall be endorsed to add the City as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this

Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11
AMENDMENTS AND ASSIGNMENT

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor may assign this Agreement, only with the written consent of the City, executed by the City Manager.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

Douglas Tripodo
Vice President
DynaServ Florida, LLC
990 South Flamingo Road
Davie, FL 33325
(954) 568-6880

FOR CITY: Dr. Roy L. Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to: Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

- A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
 2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, daqibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 20
SCRUTINIZED COMPANIES

20.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

20.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

20.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

20.4As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 21 **E-VERIFY**

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien.

SECTION 22 **EQUITABLE ADJUSTMENT**

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

SECTION 23 **LIQUIDATED DAMAGES**

If, in the opinion of the Parks and Recreation Director there has been a breach of the Agreement, the Parks and Recreation Director shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of the Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided herein, there shall be no cure period of time to avoid the consequences of a breach. Liquidated

damage is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to Section 3-3 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

SECTION 24
ENTIRE AGREEMENT

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

(THIS SPACE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

This ____ day of _____, 2024

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR:

Signature: _____

Print Name

Title

Date

INVITATION FOR BIDS
GROUNDS FULL MAINTENANCE SERVICES
INVITATION FOR BID #24-021



The City of Miramar City Commission:

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

Dr. Roy L. Virgin, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: April 18, 2024

OPENING DATE AND TIME: May 16, 2024, AT 2:00 P.M. EST.

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE #</u>
SECTION 1	INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS	5
1	GENERAL TERMS AND CONDITIONS	7
1-1	DEFINITIONS	7
1-2	AVAILABILITY OF INVITATION FOR BID	8
1-3	CONE OF SILENCE	8
1-4	CONTENTS OF SOLICITATION	9
1-5	PREPARATION AND SUBMISSION OF A BID	10
1-6	MODIFICATION OR WITHDRAWAL OF A BID	13
1-7	LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS	13
1-8	SOLICITATION POSTPONEMENT OR CANCELLATION	14
1-9	COSTS OF BIDS	14
1-10	ORAL PRESENTATIONS	14
1-11	EXCEPTIONS TO THE SOLICITATION	14
1-12	PROPRIETARY/CONFIDENTIAL INFORMATION	15
1-13	EVALUATION OF BIDS	15
1-14	NEGOTIATIONS	16
1-15	AWARD OF A CONTRACT	16
1-16	RIGHT OF APPEAL	18

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE #</u>
1-17	BIDDER AND RESULTING SUCCESSFUL BIDDER OBLIGATIONS	18
1-18	REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS	19
1-19	PAYMENT PROCEDURES	19
1-20	BUSINESS INCLUSION DIVERSITY	19
1-21	PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS	20
SECTION 2	SPECIFIC TERMS AND CONDITIONS	21
2-1	PURPOSE: TO ESTABLISH A CONTRACT FOR LANDSCAPE SERVICES	21
2-2	SOLICITATION TIMETABLE	21
2-3	TERM OF CONTRACT: FOR TWO (2) YEARS WITH THREE (3) OPTIONAL ONE (1) YEAR PERIODS	21
2-4	METHOD OF AWARD: TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER	22
2-5	METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED	22
2-6	PRE-BID CONFERENCE (Non-Mandatory)	22
2-7	PERFORMANCE BOND BASED ON TOTAL BID PRICE	23
2-8	INSURANCE	23
2-9	COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS	23

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE #</u>
2-10	QUALIFICATIONS OF THE SUCCESSFUL BIDDER	23
2-11	NOT USED	
2-12	ACCEPTANCE OF GOODS AND SERVICES BY THE CITY	24
2-13	ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS	24
2-14	DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL BIDDER	24
2-15	LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER	25
2-16	MINIMUM WAGE BASED ON FEDERAL LAW	25
2-17	NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER	25
2-18	PROTECTION OF PROPERTY AND CLEAN UP	25
2-19	SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)	26
2-20	TOXIC AND NONTOXIC SUBSTANCES	26
2-21	EMPLOYEES AND SUCCESSFUL BIDDER	27
2-22	SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL	28
SECTION 3	STATEMENT OF WORK	29
3-1	PURPOSE AND INTENT OF IFB	29

TABLE OF CONTENTS

<u>SECTION</u>	<u>CONTENTS</u>	<u>PAGE #</u>
3-2	PARK OPERATIONS	29
3-3	FIELD TURF AND LANDSCAPE MAINTENANCE	32
3-4	FEES AND COSTS	41
3-5	MANAGEMENT AND PERSONNEL	41
3-6	SILENCE OF SPECIFICATIONS	42
SECTION 4	SAMPLE AGREEMENT	43
SECTION 5	BID COVER SHEET	54
SECTION 6	BID PRICE SHEET (SEE EXHIBIT A & B)	56
SECTION 7	ADDENDA ACKNOWLEDGEMENT FORM	57
SECTION 8	BIDDER INFORMATION FORM	58
SECTION 9	BIDDER DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS	61
SECTION 10	DRUG-FREE WORKPLACE AFFIDAVIT	63
SECTION 11	ANTI-KICKBACK AFFIDAVIT	65
SECTION 12	NON-COLLUSIVE AFFIDAVIT	66
SECTION 13	NON-DISCRIMINATION AFFIDAVIT	69
SECTION 14	BUSINESS/VENDOR PROFILE SURVEY	70
SECTION 15	REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION	73

INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BIDS

BIDS MUST BE SUBMITTED BY USING ONE OF THE OPTIONS BELOW:

OPTION 1: Submit electronically via Demandstar e-bidding module at www.demandstar.com

Please note the following instructions when submitting bids via Demandstar:

1. All bids must be submitted on 8 ½-inch by 11-inch paper, neatly typed with one-inch margins and single-line spacing.

OR

OPTION 2: Delivered in person or mailed to the City.

Bidders must submit one (1) unbound one-sided original bid, neatly typed on one side only with normal margins and spacing and three (3) bounded copies of the original bid by the due date and time specified in the solicitation. A USB must also be submitted with an electronic version of the complete bid.

Each Bid mailed or delivered in person to the City of Miramar (hereinafter the "City") must be submitted in a sealed envelope or container and must have the following information clearly marked on the face of the envelope or container:

- a) Bidder's name and return address
- b) Telephone number
- b) Solicitation number
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation

Failure to include this information may result in your Bid being deemed "Non-Responsive" if the City determines that the Bid resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

Bids must be mailed or delivered in person to the attention of the City Clerk's Office as shown below:

**OFFICE OF THE CITY CLERK
CITY OF MIRAMAR
2300 CIVIC CENTER PLACE
MIRAMAR, FL 33025**

Bids submitted at the same time for different Solicitations shall be placed in separate envelopes, and each envelope shall contain the information previously stated above.

Failure to comply with this requirement may result in any such incorrectly packaged Bids not being considered.

PLEASE NOTE THAT ONLY BIDS RECEIVED ON OR BEFORE THE DUE DATE AND TIME OF:

THURSDAY, MAY 16, 2024, AT 2:00 P.M. EST

WILL BE ACCEPTED. SUBMITTING A BID IS SOLELY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, THE POSTAL SERVICE, INTERNET OR TECHNICAL DIFFICULTIES OR DELAYS CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DUE DATE AND TIME FOR RECEIPT OF BIDS STATED IN THE SOLICITATION DOCUMENTS SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED.

THE SUBMITTAL OF A BID BY A BIDDER WILL BE CONSIDERED BY THE CITY AS CONSTITUTING AN OFFER BY THE BIDDER TO PERFORM THE REQUESTED SERVICES AND/OR PROVIDE THE REQUIRED GOODS, AT THE STATED PRICE. NO RESPONSE BY THE CITY SHALL BE CONSIDERED AN ACCEPTANCE UNLESS AND UNTIL A CONTRACT IS EXECUTED BY THE SUCCESSFUL BIDDER AND THE CITY, AND APPROVED AND AUTHORIZED BY THE CITY COMMISSION, IF APPLICABLE. BIDS SHALL BE GUARANTEED TO REMAIN OPEN FOR 180 DAYS FROM THE DUE DATE AND TIME.

TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

The bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to perform the required Services and/or provide the required Goods at the price stated by the Bidder.

END OF SECTION

SECTION 1

GENERAL TERMS AND CONDITIONS

1-1

DEFINITIONS

1. The term "Bid" shall refer to any offer submitted in response to this Invitation for Bids.
2. The terms "Bidder" or "Offeror" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The terms "CBE" or "SBE Firm" is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE"), which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that will result from this Invitation for Bids, which may be by way of the terms and conditions of the City's Purchase Order form, or otherwise, in the City's sole discretion.
7. The term "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.
9. The Terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all exhibits and attachments approved by the City and amendments or change orders issued by the Procurement Department.
10. The term "Minority Business Enterprise" (MBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Minority-Owned status. MBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.
11. The term "Procurement Department" shall refer to the Procurement Department of the City.
12. The term "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder who contract with the Successful

Bidder to furnish labor, or labor and materials in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder.

13. The term "Successful Bidder" shall refer to the Bidder receiving an award as a result of this Invitation for Bids.
14. The term "Woman Business Enterprise" (WBE) means an entity that has successfully completed the certification process of a certifying agency and has been conferred with a Woman-Owned status. WBE includes the firms certified as a Disadvantaged Business Enterprise by the Florida Unified Certification Program.
15. The term "Apparent lowest Bidder" shall mean the bidder who has the lowest bid announced at the date and time of the bid opening.

1-2

AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from DemandStar at www.demandstar.com or by calling 1 (800) 711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service. Bidder are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder. DemandStar does charge a nominal fee for the distribution.

Bidders choosing to register with DemandStar may do so on-line at www.demandstar.com or by requesting a faxed registration form from (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County or the City of Miramar, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title; the name of the Bidder's contact person; the Bidder's name; complete address to be mailed to, telephone number, and fax number.

Bidders who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving amendments since their names will not be included on the list of firms participating in the process for this particular Solicitation. Bidders are solely responsible for those risks.

1-3

CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "**Cone of Silence.**" A Cone of Silence shall be imposed upon this IFB at the time of the Bid opening, and until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This does not apply to oral communications at Pre-Bid conferences, oral presentations before selection committees, Contract negotiations; public presentations made to the City Commission

during any duly noticed public meeting, or communications in writing at any time with any City employee, or matters not concerning this Solicitation.

Any questions, explanations, or other requests by Bidder regarding this Solicitation must be requested in writing to the City's Procurement Department noted below. In addition to other penalties, violation of these provisions may render a Bid Non-Responsive and an award to a Bidder voidable.

The address and fax number for the City's Procurement Department is:

2300 Civic Center Place
Miramar, FL 33025
(954) 602-3053
Fax: (954) 602-3482

1-4

CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the sole responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable City and County Ordinances and/or state and federal statutes, rules or regulations.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Due Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

2) The Procurement Department will issue a response to any inquiry it deems necessary, by written amendment to the Solicitation, issued prior to the Solicitation Due Date and Time. The Bidder shall not rely on any representation, statement, or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder responsibility to ensure receipt of all addendums and substitute Bid Forms. It is the Bidder further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all addendums have been received. The Bidder shall submit the Bid form entitled **"ADDENDA ACKNOWLEDGMENT FORM"** with their Bids.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Sample Contract, or any amendment issued, the order of precedence shall be: the last amendment issued; the Specifications or Statement of Work; the Special Conditions; the General Terms and Conditions, and then the sample Contract.

Where there appears to be a conflict of the Due Date and Time listed anywhere in this Solicitation, it is the sole responsibility of the potential Bidder to verify the Due Date and Time by calling the City's Procurement Office at (954) 602-3053.

1-5

PREPARATION AND SUBMISSION OF A BID

a) Preparation/Submission.

1) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bidder Bid being deemed "Non-Responsive."

2) The Bid will either be typed or completed legibly in ink. The Bidder authorized agent will sign the Bid Forms in ink, and all corrections made by the Bidder shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.

Upon request, the City will provide a tax exemption certificate, if applicable.

Any special tax requirements will be specified either in the Special Conditions or in the Specifications.

3) Any telegraphic or facsimile Bid shall not be considered.

4) The apparent silence of the Specifications or the omission from the Specifications of a detailed description concerning any materials or Services requested shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the Specifications shall be made upon the basis of this Solicitation.

- b) Vendor Registration is **not** required.

The City utilizes DemandStar for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid. The City does **not** require Bidder to complete a registration application with DemandStar to be recommended for the award of any Contract. Registration with DemandStar is optional, at the sole discretion of the Bidder.

- c) Criminal Conviction Disclosure.

Any individual who has been convicted of a felony during the past ten (10) years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms are available from the Procurement Department.

- d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, “[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

- e) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar “Preference to Businesses with Drug-free Workplace Program” Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section 287.087, Florida Statutes, and any other applicable state Law. An announcement of this program may be included with the Bid submittals. All Bidders shall submit the duly signed and notarized Bid Form entitled “**DRUG FREE WORKPLACE AFFIDAVIT.**”

- f) Anti-Kickback Affidavit.

All Bidder shall submit the duly signed and notarized form entitled “**ANTI-KICKBACK AFFIDAVIT**”.

g) Non-Collusion Declaration.

All Bidder shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted; or to refrain from offering in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work. All Bidder shall submit the duly signed form entitled “**NON-COLLUSION DECLARATION**”.

h) Non-Discrimination Affidavit.

All Bidder shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidder shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery. All Bidder shall submit the duly signed and notarized form entitled “**NON-DISCRIMINATION AFFIDAVIT**”.

i) Business/Vendor Profile Survey.

All Bidder shall provide the City with the information requested in the Business/Vendor Profile Survey prior to being recommended for award of any Contract resulting from this Solicitation.

j) Request for Taxpayer Identification Number and Certification.

All Bidder shall provide the City with their Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

k) Antitrust Laws.

By submission of a signed Bid, the Successful Bidder acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

l) Conflicts of Interest.

The award of the Contract is subject to the provisions of Chapter 112, Florida Statutes. Bidder shall disclose the name of any Officer, Director, Partner, Associate,

or Agent who is also an Officer, Appointee, or Employee of the City at the time of the Bid, or at the time of occurrence of the Conflict of Interest thereafter.

- m) Collection of Fees, and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

1-6 MODIFICATION OR WITHDRAWAL OF A BID

- a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Solicitation Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall contain the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Solicitation Due Date and Time.

- b) Withdrawal of a Bid.

A Bid may be withdrawn only by written communication delivered to the Office of the City Clerk prior to the Solicitation Due Date and Time. A Bid may also be withdrawn after 180 calendar days after the Solicitation Due Date and Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Office of the City Clerk at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

1-7 LATE BIDS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

Bids received after the Solicitation Due Date and Time shall not be accepted, opened, or considered. Modifications of Bids received after the Solicitation Due Date and Time shall also not be accepted or considered. Withdrawals of Bids received after the Solicitation Due Date and Time or prior to the expiration of 180 calendar days after the Solicitation Due Date and Time shall not be accepted or considered.

1-8

SOLICITATION POSTPONEMENT OR CANCELLATION

The City may, in its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

1-9

COST OF BIDS

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder. No payment shall be made for any responses received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by a contract duly approved by the City Commission.

1-10

RECEIPT OF ADDENDA AND SUBSTITUTE BID FORMS

It is the Bidder's responsibility to ensure receipt of all addenda and to substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Division, prior to submitting a Bid, that all addenda have been received.

All inquiries regarding this Bid must be written and should be **emailed** to:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Adriel Brown
Procurement Analyst
Phone: (954) 602-3249 or (954) 602-3053
Fax: (954) 602-4589
ajbrown@miramarfl.gov

1-11

EXCEPTIONS TO THE SOLICITATION

Bidder may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City,

after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid Non-Responsive. **BIDDER TAKING EXCEPTIONS ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions or accept any Bid with an exception. Bidder are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

1-12 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidder are notified that all information submitted as part of or in support of Bids will be available for public inspection after opening of the Bids, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". Any person wishing to view the Bids in person must make an appointment by calling the Procurement Department at (954) 602-3053.

All Bids submitted in response to this Solicitation become the property of the City. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid, in its best interest. Acceptance or rejection of any Bid shall not nullify the City's rights hereunder.

1-13 EVALUATION OF BIDS

a) Rejection of Bid.

1) The City may reject any Bidder's(s') Bid and award to the next lowest responsive, responsible Bidder;

or

The City may reject and re-advertise for all or any part of this Solicitation, whenever it is deemed in the best interest of the City. The City shall be the sole judge of what is in its "best interest."

2) The City may reject any Bid if the Bidder does not accept or attempts to modify the terms and conditions of this Solicitation.

b) Elimination from Consideration.

No Contract shall be awarded to any person or firm that is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

c) Waiver of Informalities.

The City reserves the right to waive any informalities or irregularities in this Solicitation.

d) Demonstration of Competency.

1) A Bid will only be considered from a firm that is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance and have sufficient financial resources, equipment, and organization to ensure that they can satisfactorily provide the Goods and/or Services if awarded the Contract as a result of this Solicitation.

2) The City may conduct a pre-award inspection of the Bidder's(s) site or hold a pre-award qualification hearing to determine if the Bidder possesses the requirement as outlined in the above paragraph, and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical or other qualifications and abilities of the Bidder, including past performance (experience) with the City or any other governmental entity in making the award of any Contract.

3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.

4) The City reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

1-14

NEGOTIATIONS

Not applicable to this Solicitation.

1-15

AWARD OF A CONTRACT

a) Contract.

This Solicitation contain the Contract. After award, a Contract **similar** to that, inclusive of all attachments and any modifications **that the City, in its sole discretion, may make**, will constitute the entire Contract between the parties. No rights shall inure to the benefit of any Bidder pursuant to this Solicitation until the Contract has been executed by both parties.

b) Additional Information.

The award of a Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications. The Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the Successful Bidder is deemed "Non-Responsive" as a result of such failure

to provide the required documents, the City may award any Contract to the next lowest, responsive, responsible Bidder.

c) Independent Contractor.

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractor to the Successful Bidder shall be considered to be, at all times, the sole employees or contractor of the Successful Bidder under its sole discretion and not an employee, contractor, or agent of the City. Nor shall employees and contractor to the Successful Bidder enjoy any privity of contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and contractor. The City may require the Successful Bidder to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

d) Contract Extension.

The City reserves the right to extend any Contract for up to 180 calendar days beyond the stated Contract term under the same terms and conditions of said Contract. This extension shall be applied as follows:

The Chief Procurement Officer may authorize up to a 90-day extension of the Contract and the City Manager or his/her designee is authorized to extend, for operational purposes only, for an additional 90 days for a maximum of 180 days.

The City shall notify the Successful Bidder in writing of such extensions. Additional extensions beyond the first 180-day extension may occur if approved by the City Commission, with the mutual agreement of the City and the Successful Bidder.

e) Limited Contract Extension.

Any specific Work assignment which commences prior to the termination date of any Contract, and which will extend beyond the termination date shall, unless terminated by mutual written agreement of both parties, continue until completion at the same prices, terms and conditions as set forth in the Contract.

f) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

g) Estimated Quantities.

Estimated quantities or estimated dollars, if provided, are for Bidder guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the period of any Contract. The City is not obligated to place any order for a given amount subsequent to the award of any Contract. Estimates are based

upon the City's actual needs and/or usage during a previous contract period. Said estimates may be used by the City for purposes of determining the lowest responsive, responsible Bidder meeting Specifications.

h) Non-Exclusive Contract.

Although the purpose of this Solicitation is to secure a Contract that can satisfy the total needs of the City, it is agreed and understood that any Contract does not constitute the exclusive rights of the Successful Bidder to receive all orders that may be generated by the City in connection with the types of products and/or Services requested, unless otherwise stated herein.

**1-16
RIGHT OF APPEAL**

After a notice of intent to award a Contract is posted, any actual or prospective Bidder/proposer who is aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest and accompanying fee is received by the Chief Procurement Officer.

A nonrefundable filing fee from the protester is required to compensate the City for the expenses of administering the protest. The fee shall be in the form of cash or a cashier's check, and in accordance with the schedule provided below:

Contract Award	Amount Filing Fee
\$10,000-\$50,000	\$500.00
\$50,001-\$250,000	\$1,000.00
\$250,001 and greater	1% of the pending award or \$5,000.00, whichever is greater

**1-17
BIDDER AND RESULTING SUCCESSFUL BIDDER OBLIGATIONS**

a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all laws and regulations applicable to the Goods and/or Services contained in this Solicitation. The Bidder is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered.

b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the Special Conditions or Specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

1-18

REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

All Contracts with the City for purchases of supplies, materials, or Services, including professional Services which involve the expenditure of \$25,000 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors or Subconsultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work directly to the Successful Bidder. In addition, the Successful Bidder shall not change or substitute Subcontractors, Subconsultants, or suppliers from those listed in the Bid, except upon written approval of the City.

All Bidders shall submit the completed Bid form entitled “**BIDDER DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**” with their Bid. **FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RENDER THE BID NON-RESPONSIVE.**

1-19

PAYMENT PROCEDURES

The City of Miramar has implemented a Procurement Card (P-Card) Program. Vendors must have the capability to accept credit cards for payments or must be willing to take the necessary steps to have the capability to accept credit cards prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City’s exclusive method of payment. Contractors shall not charge a surcharge, convenience fee, or any other fees associated with the acceptance of payment by the City’s P-Card

1-20

BUSINESS INCLUSION DIVERSITY

A. Preference for CBE or SBE Firms and Local Bidders.

When applicable, the City encourages CBE or SBE firms to compete for City contracts, and also encourages non- CBE or SBE firms and other minority vendors to use CBE or SBE firms as subcontractors. The City, its vendors, Suppliers, and Contractors should take all necessary and reasonable steps to ensure that CBE or SBE businesses have the opportunity to compete for and perform Contract work for the City in a nondiscriminatory environment.

To request certification or to locate a listing of certified CBE or SBE firms, access the Broward County CBE or SBE website on the Internet at: <https://webapps4.broward.org/smallbusiness/sbdirectory.aspx>

To request a current listing of local Miramar businesses, please contact the City's Procurement Department at (954) 602-3053.

- B. Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services, and construction.
- C. Except where federal, state or county Law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business, who is the Prime contractor. Such preference shall apply to Bids or proposals for commodities, Services, and construction.
- D. A vendor, who is the Prime contractor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if the greater of any one of the following is satisfied: 1) it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents in the company's local workforce; or 2) Miramar residents constitute a minimum of 20 percent of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities and services.

1-21

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

In accordance with F.S. 287.05701, the City of Miramar does not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Proposer. Furthermore, the City of Miramar does not give preference to a Proposer based on the Proposer's social, political or ideological interests..

END OF SECTION

SECTION 2 SPECIFIC TERMS AND CONDITIONS

2-1

PURPOSE: TO ESTABLISH A CONTRACT FOR GROUNDS FULL MAINTENANCE SERVICES AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF MIRAMAR

The purpose of this Solicitation is to establish a Contract for the City, for the Services as specified herein, from an entity that will provide prompt and professional service. Specifically, the purpose is to select a Provider to perform grounds full maintenance of all the areas in the City of Miramar Parks as detailed in Section 3.

The City is herein requesting Bid from experienced, fully-qualified, certified and licensed companies, hereinafter referred to as the "Bidder", to provide the Services described herein for the City.

2-2

SOLICITATION TIMETABLE

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB advertised	Thursday, April 18, 2024
Non-Mandatory Pre-Bid Conference and Site visits	Wednesday, May 1, 2024, at 9:30 A.M.
Deadline for receipt of questions:	Wednesday, May 7, 2024
Deadline for receipt of Bids: Time:	Thursday, May 16, 2024, at 2:00 P.M.

Staff recommendation for award and approval of award by the City Commission will follow.

2-3

TERM OF CONTRACT: TWO YEARS WITH THREE OPTIONAL ONE YEAR RENEWAL PERIODS

The Contract resulting from this Solicitation shall be for a period of two years commencing on the date on which the Contract has been signed by both parties, or, if provided, on the commencement date specified in the Contract, with three successive options to renew of one year each. Renewal after the initial term may be exercised upon the same terms and conditions, or per changes mutually agreed to, at the sole discretion of the City, and may be evidenced in writing as a modification to the Contract executed and

signed by the City and Provider prior to the expiration date of the existing Contract or any valid extension thereof.

In addition to any renewal, if provided for, the Chief Procurement Officer may authorize up to a 90-day extension of a Contract in accordance with the terms and conditions of the Contract; and the City Manager or his/her designee is authorized to extend, for operational purposes only, for a an additional 90 days for a maximum of 180 days, any Contract entered into by the City pursuant to City Commission approval. Any further extensions of such Contract require the approval of the City Commission.

2-4

METHOD OF AWARD: TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

The award of any Contract resulting from this Solicitation will be made to the lowest responsive, responsible Bidder that meet the minimum qualifications and whose Bid will be most advantageous to the City.

2-5

METHOD OF PAYMENT: PERIODIC INVOICES FOR SERVICES RENDERED

The Successful Bidder shall submit fully documented invoices within 30 calendar days after the Services have been rendered. These invoices shall be submitted to The City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Service provided, and the dates or period that the Service were provided in the prior 30 days.

2-6

PRE-BID CONFERENCE

A **NON-MANDATORY** Pre-Bid Conference will be held on Wednesday, May 1, 2024, at 9:30 A.M. followed by a bus tour of all areas:

City of Miramar
City of Miramar – Parks & Recreation Conference Room
2200 Civic Center
Miramar, FL 33025

Any questions, explanations, or other requests desired by Bidder regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder shall render their Bid Non-Responsive, and any award to Bidder voidable.

The address and telephone numbers for the City's Procurement Department is:

Procurement Department
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Attn. Adriel Brown
(954) 602-3249 or 954-602-3053
Fax: (954) 602-4589
ajbrown@miramarfl.gov

2-7

PERFORMANCE BOND BASED ON TOTAL BID PRICE

N/A

2-8

INSURANCE

See requirements in Section 4, Contract.

2-9

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Successful Bidder understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The Successful Bidder agrees to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

2-10

MINIMUM QUALIFICATIONS OF THE SUCCESSFUL BIDDER:

The Successful Bidder shall **submit proof of the following minimum qualifications with its Bid:**

1. At the time of Bid opening, and throughout the term of any agreement awarded under the Landscape Maintenance Services Solicitation, the Successful Bidder shall be fully qualified and licensed to perform the Scope of Work described herein.
2. The Successful Bidder shall submit with its Bid proof of qualifications and copies of all certifications and licenses for each of the employees and Subcontractors of the Successful Bidder.
3. The Successful Bidder shall be an established firm engaged in Landscaping Services in the State of Florida for a minimum of five consecutive years, including the care and maintenance of medians, right of ways, and general grounds facilities.
4. Provide five (5) references with a minimum of three (3) government accounts in Florida (inclusive of median and right of ways) that have been served by the Successful Bidder within the last three years and that will qualify the Bidder to meet

the City of Miramar's requirements for Services. **Failure to provide verifiable references may deem the Bid "Non-Responsive."**

5. At least one staff member shall have certification in herbicide and pesticide operations (include copies of certificates).
6. Submit evidence of the firm's resources to provide the Services contemplated in this Solicitation.

2-12

ACCEPTANCE OF GOODS AND SERVICES BY THE CITY

The Services shall be performed by the Successful Bidder consistent with the highest professional standards. Any Work not performed as required shall be corrected by the provider to the extent possible at no cost to the City.

An authorized representative of the City will inspect the Services provided under this IFB to determine acceptance of Work, appropriate invoicing and warranty conditions.

2-13

ACCIDENT PREVENTION, BARRICADES, AND REGULATIONS

a) Precautions shall be exercised at all times for the protection of persons and property. The Successful Bidder and all Subcontractors shall conform to all OSHA, state, county and City regulations while performing under the terms and conditions of the Contract. Any fines levied by any of the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Successful Bidder responsible for same. Barricades shall be provided by the Successful Bidder when Work is performed in areas traversed by persons, automotive traffic, or when deemed necessary by the City. In such cases, the Successful Bidder shall notify the City's Police Department at least seven days prior to barricading. The Successful Bidder shall send this notification to:

City of Miramar
Office of the Chief of Police
Attn: Chief Delrish L. Moss
11765 City Hall Promenade, Miramar, FL 33025

2-14

DEFICIENCIES IN WORK TO BE CORRECTED BY THE SUCCESSFUL BIDDER

To the extent applicable, the Successful Bidder shall promptly correct all deficiencies and/or defects in Work and/or any Work that fails to conform to the Statement of Work, whether or not fabricated, installed, or completed. All corrections shall be made within seven calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Successful Bidder by an authorized representative of the City. The Successful Bidder shall bear all costs of correcting such rejected Work. If the Successful Bidder fails to correct the Work within the period specified, the City shall find

the Bidder in default, obtain the Services of another party to correct the deficiencies, and charge the Successful Bidder for these costs, either through a deduction from the final payment owed to the Successful Bidder or through invoicing.

2-15

LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER

Unless otherwise provided in the specifications, the Successful Bidder shall furnish all labor, materials, and equipment necessary to satisfy the completion of the Services. When not specifically identified in the Specifications, such materials and equipment shall be of a suitable type and grade for to satisfy and achieve the purpose of this Solicitation. All materials, workmanship, and equipment shall be subject to the inspection and approval of the City.

2-16

MINIMUM WAGE BASED ON FEDERAL LAW

The wage rate paid to all laborers, mechanics, and apprentices, employed or contracted by the Successful Bidder for the Work under the Contract, shall not be less than the minimum wage rate established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division.

2-17

NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A PURCHASE ORDER

The Successful Bidder shall neither commence any Work nor enter any City premises, land, or right of ways for the purpose of working until a Purchase Order has been received from the City's Procurement Department; provided, however, that such notification shall be superseded by any emergency Work that may be specified herein.

2-18

PROTECTION OF PROPERTY AND CLEAN UP

a) To the extent applicable, all existing structures, utilities, services, roads, trees, shrubbery, grass, etc., shall be protected against damage or interrupted Services at all times by the Successful Bidder during the performance of the Work. The Successful Bidder shall also make every effort to protect those areas leading to the surrounding job site.

b) To the extent applicable, the Successful Bidder shall at all times keep the Work area, including storage areas, free from accumulation of waste materials. Before completing the Work, the Successful Bidder shall remove from the Work premises any rubbish, tools, scaffolding, equipment, and materials that are not property of the City. Upon completion of the Work, the Successful Bidder shall leave the Work area in a clean, neat, and orderly condition satisfactory to the City. The Successful Bidder is required to leave the area in perfect, complete, and undamaged condition.

c) To the extent applicable, the Successful Bidder shall be held responsible for repairing or replacing damaged or disturbed property to the satisfaction of the City, including property that is owned by a third party, resulting from the Successful Bidder operation on the property, at no cost to the City. If the Successful Bidder fails or refuses to repair or replace the property to the satisfaction of the City, the City may have the necessary Work performed and charge the cost to the Successful Bidder.

2-19

SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)

Not applicable to this Solicitation.

2-20

TOXIC AND NONTOXIC SUBSTANCES

a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") and the Florida "Right to Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local Fire Rescue Department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar
Fire Rescue Department
Attn: Fire Prevention
14801 SW 27 Street
Miramar, FL 33027

b) To the extent applicable, all Bidders must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed Non-Responsive.

c) Hazardous materials are those materials, chemicals or substances which are flammable, or which may self-react or react with other materials to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which by their toxicity, radioactivity or any other physical, chemical or nuclear property when contained or when involved in an unauthorized release may cause danger to life or create a serious health hazard. Hazardous materials shall include such materials as compressed gases, cryogenic fluids, flammable liquids, combustible liquids, flammable solids, corrosives, oxidizing materials, reactive and

unstable materials, highly toxic, poisonous and radioactive materials as classified in Section 5240, Division, whether the materials are in usable or waste condition.

d) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32501-5014

2-21 EMPLOYEES AND CONTRACTOR

All employees and contractors of the Successful Bidder shall be considered to be, at all times, the sole employees or contractors of the Successful Bidder under its sole discretion and not an employee, contractor, or agent of the City. The Successful Bidder shall supply competent and physically capable employees and contractors.

The City may require the Successful Bidder to remove any employee or contractor who is unable to perform their duties, insubordinate, or otherwise objectionable and whose continued performance of the Services is not in the best interest of the City.

The direction and supervision of employees shall be by qualified and sober personnel, and the Successful Bidder shall devote sufficient personnel, time and attention to the direction of the operation to assure performance satisfactory to the City. All Subcontractors, Subconsultants, superintendents, foremen and workmen employed by the Successful Bidder shall be careful and competent.

The Successful Bidder shall also provide uniforms and picture I.D. badges to each employee. Employees and Subcontractors of the Successful Bidder shall have and wear proper dress attire at all times. Proper dress attire shall consist of industrial style work pants, a button front work shirt (T-shirts shall not be considered acceptable) with the Successful Bidder company name or logo and the name of the shirt bearer, and steel-toed footwear in compliance with American National Standard Institute (ANSI) Z41 PT 91 M I/75 C/75.

All employees used by the Successful Bidder during the term of the Contract shall be of a standing or affiliation that will permit the Successful Bidder performance to be carried on harmoniously and without delay, and in no case or in any circumstances will such employees cause any disturbance, interference or delay to any Work or Service rendered to the City or by the City and in no case or in any circumstances will the employees conduct themselves negligently, disorderly or dishonestly in the due and proper performance of the employee's duties. The Successful Bidder shall see to it that its employees serve the City in a courteous, helpful and impartial manner. The Successful Bidder shall furnish the City with a current roster of employees.

2-22

SECURITY BACKGROUND CHECKS FOR ALL PERSONNEL

The Successful Bidder shall provide for each owner, key personnel, employee, or contractor a complete, national **SECURITY BACKGROUND CHECK**. These shall be provided by the Successful Bidder upon issuance of a Notice to Proceed acceptable to the City.

The City will have the exclusive option of determining which personnel may perform Work under the Contract. The City may also deem certain personnel suitable to perform Work only at certain City locations or buildings and not others.

Under no circumstance shall the Successful Bidder allow personnel deemed unsuitable by the City to perform Work or substitute for suitable personnel.

END OF SECTION

SECTION 3 STATEMENT OF WORK

3-1

PURPOSE

The Work specified in this section consists of furnishing all labor, supervision, equipment, supplies, tools, materials, services and all other necessary incidentals required to perform grounds full maintenance of all the areas in the City of Miramar Parks as detailed below. A written daily schedule shall be provided by the Successful Bidder to the City's authorized designated representative.

3-2

PARK OPERATIONS

A. STAFFING

The Successful Bidder shall provide a sufficient number of supervised full-time staff to complete the maintenance duties and fully operate each facility at the City of Miramar seven days per week, nights, weekends and holidays during each facility's designated hours of operation and needs as outlined below. The Successful Bidder shall also provide sufficient personnel when required for additional Services to include special events, permits and sports tournaments so that the Services are completed in a reasonable amount of time.

B. LITTER CONTROL

The Successful Bidder shall collect and dispose of all litter and debris on the grounds on a daily basis during the hours of operation. Should the Successful Bidder have actual knowledge of, or should reasonably have gained knowledge of, the existence of hazardous wastes upon land covered by the provisions of the Contract, the Successful Bidder shall not remove same from the premises, but shall have a duty to immediately notify the City in writing.

C. FACILITY MAINTENANCE

The Successful Bidder shall clean the all restroom facilities, all pavilions, dumpster enclosures, and trash receptacles on a daily basis. This shall include constant monitoring of the restroom facilities and pavilions during the hours of operation and additional cleaning of these areas as needed. Cleaning of these areas shall include mopping the floors with disinfectant and removing excess water so as not to puddle. All restroom fixtures, walls and partitions shall be cleaned with a disinfectant. All dispensers shall be refilled as needed. Trash receptacles shall be emptied as needed not less than once a day, and cleaned with bleach when necessary to prevent odors. Trash receptacle lids shall also be kept in a clean and sanitary condition. Any graffiti shall be removed immediately using

matching paint or graffiti remover. City shall be notified of any plumbing, plumbing fixtures, mechanical items, structural components or hazards within the maintained facility other than the responsibility of Successful Bidder. All lighting within a maintained facility, to include building, walkway, security, and sports field lighting, shall be checked on a weekly basis and company shall notify the City's authorized designated representative of any lighting that is in need of repair. The Successful Bidder shall be responsible for checking lighting timers and adjusting as necessary for the hours of operation of each maintained facility. The Successful Bidder shall be responsible for installing and removing all sponsor banners provided by the City.

D. COURT MAINTENANCE

The Successful Bidder shall be responsible for the normal maintenance of the, volleyball courts within the maintained facility. This shall include removal of all loose materials on a daily basis, by sweeping, vacuuming, blowing or raking and dragging of sand courts. Excess water from rainfall or irrigation shall be removed by the Successful Bidder as needed. Volleyball nets will be maintained by the Successful Bidder as to keep proper tension at all times. Any volleyball nets that are in need of replacement will be supplied by the City and installed by the Successful Bidder. All court windscreens shall be maintained by the Successful Bidder and if replacement is needed, the City shall supply the windscreen and the Successful Bidder shall be responsible for installation.

F. BASEBALL/SOFTBALL FIELDS

The Successful Bidder shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas, including home plate/batter's box, pitcher's mounds, bases, paths and warning tracks. The fields will be maintained to provide consistent playing conditions with the safety of the athletes being top priority. Both skinned and turf areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots; "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. The Successful Bidder shall maintain at least ¼" of calcide or conditioner on the skinned areas at all times. The Successful Bidder shall install home plates, pitcher's rubbers, bases and anchors that the City shall provide. On game days, the Successful Bidder shall line the fields and install bases as needed. Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint. Quick dry, paint, and marble dust shall be supplied by the Successful Bidder and used as needed to keep all skinned fields in playable condition. All turf areas shall be additionally maintained as outlined below.

Field Type	Service Required	Estimated Frequency	No. of Frequency	Occurrence
Baseball	Disease and Weed Control	Weekly	52	Once a week as needed
	Fertilization	Quarterly		supplemental services
	Intergraded	Annually		supplemental

	Pest Control		services
	Core Aeration	Semi-Annually	supplemental services
	Verti-Cutting	Annually	supplemental services
	Over-Seeding	Annually	supplemental services
	Renovation (Top Dressing)	Annually	supplemental services

G. SOCCER/FOOTBALL/CRICKET FIELDS

The Successful Bidder shall inspect all areas on a daily basis and any large stones, ruts, holes, or “bowled out” areas shall be removed and/or repaired. The Successful Bidder shall layout and paint all lines as needed for the sports utilizing these fields. The usage of these fields changes several times throughout the year, and the Successful Bidder shall be responsible for all field layout and painting. Certified marking paint shall be used for all lines on turf areas. Paint shall be provided by the Successful Bidder, and more than one color paint may be required. All turf areas shall be additionally maintained as outlined below. Soccer and football goals shall be moved as needed by the Successful Bidder for the needs of the sports activities at the facility to allow for multi-purpose use. The Successful Bidder shall be responsible for transporting soccer/football goals to other facilities on an as-needed basis.

Field Type	Service Required	Estimated Frequency	No. of Frequency	Occurrence
Soccer/Football	Disease and Weed Control	Weekly	52	Once a week as needed
	Fertilization			supplemental services
	Intergraded Pest Control			supplemental services
	Core Aeration			supplemental services
	Verti-Cutting			supplemental services
	Over-Seeding			supplemental services
	Renovation (Top Dressing)			supplemental services

H. PLAYGROUNDS/TOT LOTS

The Successful Bidder shall inspect all play equipment and safety surfacing on a daily basis. The Successful Bidder shall ensure the safety surfacing is raked or swept on a daily basis and kept free of loose debris, grass, weeds, etc. at all times. Minor equipment repairs shall be performed by the Successful Bidder as needed. The Successful Bidder shall report all safety problems and/or hazards to the City's authorized designated representative immediately. The Successful Bidder shall complete daily playground inspection forms and submit the completed forms to the City's authorized designated representative on a weekly basis.

3-3

FIELD TURF & LANDSCAPE MAINTENANCE

A. TURF MOWING

The mowing of wet grass shall be avoided when possible. Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. The Successful Bidder shall remove all grass clippings or other plant debris remaining on the grass surface 24 hours after mowing. Clippings, mulch or other plant debris must be prevented from entering ponds, lakes, water features, or drains. In the event that this occurs, the Successful Bidder shall ensure that the materials be removed immediately. The Successful Bidder shall adhere to the Anzi 133-Z standards.

PROJECTED SCHEDULE OF YEARLY CUTS

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
3	3	2	2	2	2	3	3	3	3	3	3	32

ST AUGUSTINE GRASS: Mow only with a rotary mower for a total of 32 cuts per year. The cutting height shall be a minimum 3-1/2" to a maximum of 4" above soil.

BAHIA GRASS: Mow only with a rotary mower for a total of 32 cuts per the cutting height shall be a minimum 3-1/2" to a maximum of 4" above soil.

PROJECTED SCHEDULE OF YEARLY CUTS

OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	TOTAL
6	5	4	4	4	5	7	7	7	7	7	7	70

BERMUDA GRASS (Athletic Fields): Mow only with a reel-type mower a minimum of 70 times per year. The cutting height shall be a minimum of 5/8" to a maximum of 1" above soil level.

B. WEED EATING/EDGING/CLEAN-UP

The Successful Bidder shall trim and properly weed eat/edge all shrub and flower beds as well as tree rings, curbs, walks, lighting, concrete or paver medians and all other obstacles in the landscape, and remove clippings. Paved areas (hard edge) shall be edged every

mowing with respect to the turf type adjacent to the edging. Edging of beds and tree rings (soft edging) shall be executed every morning with respect to the turf type adjacent to the edging. Weed eating shall be done with every cut and be completed before blowing of the cut areas. Weed eating of lake lines to the water edge shall be done with each cut. Weed eating under ALL fence lines shall be done with each cut. No vines or weeds of any type are allowed to adhere and grow on fences or any structure, trees, hedges etc. Damage to property or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Successful Bidder expense. All walks and other paved areas shall be vacuumed, swept or blown off while the mowing, edging or trimming is in process so that the appearance suffers for the least amount of time. Landscaping lighting shall be wiped, blown off or vacuumed as needed to prevent accumulation of clippings and dead insects. Landscape areas shall be raked and cleaned of clippings, leaves, sticks, twigs and all litter each time the soft edging is done. Mowing schedules shall be approved by the City's authorized designated representative.

C. SHRUBS TREES AND PALM MAINTENANCE

The Successful Bidder shall ensure all shrubs and ground cover material are pruned a minimum of twice per month to insure the best shape, health and character of the individual plant. The Successful Bidder may utilize mechanical trimming only when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ground cover plants shall be selectively cut back to encourage lateral growth and kept in bounds and out of other planting, walkways, lighting, etc.

The Successful Bidder shall prune and trim all palms at least once a year to keep the trees healthy, to maintain the natural character of the variety, to control shape and to prevent crowning. Hardwoods will be trimmed on an as-needed basis with supplemental services. Pruning in general shall consist of the removal of dead, broken, fungus infected, superfluous and intertwining branches, vines, and the removal of dead or decaying stumps and other undesirable growth. Palms shall be pruned as needed to remove dead fronds and weak stalks only between 9:00 am and 3:00 pm under the direction of the City's authorized designated representative. Certain Washingtonian palms will be an exception to the pruning practices of normal palm maintenance when existing dead fronds are maintained. Palms pruning will also be required from time to time to damaged branches from storms, frost or when blocking sight distances, following the ANSI 300 and ANSI Z-133 Standards and Broward County tree ordinances, etc. Cuts should be made with sharp and proper tools. When cutting parts of branches, the Successful Bidder shall ensure that a living bud is left at the end of the stub at all times. Make cuts sufficiently close to the parent stem so that the healing can readily start under normal conditions. On trees known to be diseased, disinfect tools after each cut and between trees. Prune only at the time of season proper for the variety. Prune or trim at least once or twice each growing season to keep the natural shape of the individual plant. Pruning shall include the following items:

- Dead, dying or unsightly parts of the tree;
- Remove sucker growth from the base of trees in which an exposed trunk character is desired;
- Branches that grow toward the center of the tree;

- Crossed branches that may rub together;
- "V crotches if it does not ruin the appearance of the tree;
- Multiple leaders if the tree normally has only a single stem;
- Nuisance growth that interferes with view, traffic, signage, walks, or lighting. Nuisance growth includes the removal of all dangerous thorns, spikes or appendages which show potential conflict with people;
- Shape the top of small trees as needed;
- All branches, dead wood, and cuttings shall be removed from the job site at the time of pruning and disposed of in an acceptable manner. All lawn and shrub areas damaged by pruning equipment shall be restored at the Successful Bidder' expense;
- Pruning of trees and palms shall only take place under the direction of the City's authorized designated representative.

D. SUPPLEMENTAL SERVICES

The CONTRACTOR shall, upon the request and approval by the CITY, provide on an as-needed basis, "Supplemental Services," for the purposes of: A) plants, shrubs, trees, and palms installation; B) fertilization; and C) application of pest and disease management chemicals to plants, shrubs, hedges. These Additional Services shall be based on the unit prices provided in Exhibit B of the Agreement, Fee Schedule.

Beyond the regular routine parks maintenance and operations; landscape and irrigation maintenance, the CONTRACTOR shall, upon the request and approval by the CITY, provide on an as-needed basis Supplemental Services (otherwise called Additional Services) for the purposes of:

- A. Total re-installation of infill for artificial turf fields.
- B. The installation of plants, shrubs, trees, and palms; and the application of chemicals and fertilization.
- C. Laser grading of sports fields.
- D. Other tasks as requested by the CITY.
- E. Hardwood Maintenance

These Supplemental Services shall be based on the unit prices and markup/discount of wholesale prices provided in Exhibit B of the Agreement, Fee Schedule.

No guarantee is made as to the quantity or frequency of the Supplemental Services and the CITY reserves the right to have this provided by others.

E. FERTILIZATION

A schedule of fertilization dates and finalizer analysis shall be presented to the CITY prior to application and shall be subject to CITY approval. The fertilizer used shall be a commercial-grade product and recommended for use on each plant, tree or grass type. Specific requirements shall be determined by soil test results, soil type and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. CONTRACTOR shall have the soil tested a minimum of once every four (4) months to determine required additives, and more often, if necessary, to diagnose problem areas. Any plants, trees or grass damaged by over-fertilization shall be replaced at the CONTRACTOR'S expense.

All commercial fertilizer applicators shall apply fertilizers in accordance with the Florida Department of Environmental Protection through the University of Florida/Institute of Food and Agricultural Sciences Extension's "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries."

St. Augustine Grass: St. Augustine turf shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all St. Augustine grass and shall vary with the time of year of the application and the results of soil analysis.

Bermuda Grass: Bermuda grass shall be fertilized with a complete NPK profile. The CONTRACTOR shall establish a program that shall fertilize all Bermuda grass and shall vary with the time of year of the application and the results of soil analysis. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn, or high traffic areas as needed.

Plants and Shrubs: The CONTRACTOR shall establish a program that shall fertilize all plants and shrubs, describing the type of fertilizer required for each type of plant and the time of year this work shall be undertaken.

Palms: The CONTRACTOR shall establish a program that shall fertilize all palms, describing the type of fertilizer required for each type of palm and the time of year this work shall be undertaken. The fertilization schedule shall be provided to the CITY not less than one month prior to application and shall be subject to CITY approval.

F SPECIALITY PALM / TREE CARE

All Medjools, Royal palms, Canary Island palms and other specialty foliage shall be treated with preventive chemicals for each individual tree's care needs to properly maintain them. This includes the use for pest infestation, fungicides and deficiencies.

G. PEST & DISEASE MANAGEMENT

The CONTRACTOR shall control or eradicate diseases and infestations by chewing or sucking insects, leaf miners, fire ants, and other pests including, but not limited to white

fly, by spraying affected plants and shrubs with chemical sprays and combinations of sprays suitable for that particular disease or pest when the infestation or infection becomes evident and as often thereafter as necessary. All applications shall be performed by persons holding a valid pesticide application license as issued by the State of Florida and shall be done in accordance with the pesticide manufacturer's recommended rates and all applicable Federal, State, County, and Municipal regulations. The CONTRACTOR shall respond within 72 hours after a request or notice from CITY. The CONTRACTOR shall be fully licensed to spray pesticides and shall use sound cultural practices that aid in preventing the presence or proliferation of insects and diseases.

All planting beds and tree rings shall be maintained in a weed-free condition. The CONTRACTOR shall apply various herbicides by means of spray-type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County, and Municipal regulations. Herbicides shall be used only with prior written approval by the CITY as to type, location, and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S exegeses.

After a chemical application, all signs shall be removed in accordance with the chemical products' recommended standards.

H. APPLICATION OF HERBICIDES

The Successful Bidder may apply various herbicides by means of spray type device to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the City's representative as to type, location and method of application. The Successful Bidder shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the Successful Bidder expense.

I. AERATION, VERTICUTTING & TOP DRESSING

The Successful Bidder shall provide all aeration, verticutting and top dressing to provide proper air and water exchange for maximum growth potential and health of the Bermuda grass, which shall be performed has a supplemental service.

- Core aeration
- Verticutting
- Spiking
- Topdressing

The top dressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The Successful Bidder shall submit a schedule for these Services to the City's authorized designated representative for approval.

J. TURF RENOVATIONS

Turf renovations may be required if conditions warrant such a procedure and will be an extra charge. Conditions which warrant renovation include areas thinned out or damaged turf resulting from natural burnout traffic, or any area which has become noticeably depressed below the average grade of the other turf if the area becomes unsightly. Proper watering, fertilization and pest management will be crucial during and after renovation. Any irrigation damaged because of turf renovation shall be repaired at the Successful Bidder expense.

Bermuda Turf Replacement

The CONTRACTOR shall supply all labor, equipment and materials to perform Bermuda turf field replacement as directed by the CITY. The CONTRACTOR shall remove existing deteriorated turf, prepare the field for receiving new Bermuda turf, delivery and installation new Bermuda turf. The CONTRACTOR shall provide a single unit price for the entire removal and installation.

Bermuda Turf Field Renovations

The CONTRACTOR shall perform turf renovations (remove and replace) on athletic fields as directed by the CITY. All labor, materials, supplies and equipment for the remove and installation of new Bermuda turf shall be included in the unit price per square foot stated in the Fee Schedule, Exhibit B.

The CONTRACTOR work shall at a minimum include the cutting out the designated damaged or deteriorated sod areas, removal of debris from the field and premises, use 80/20 mix to smooth or level surface prior to planting, installing new turf, cutting in edges, rolling, tamping and smoothing surface to ensure safety and playability.

K. IRRIGATION

The CONTRACTOR shall be responsible for the operation, maintenance, and repair of the irrigation system which includes but is not limited to setting and adjusting the time cocks to ensure proper watering of all plants, shrubs, trees, palms, turf, landscaping, and ground cover contained within the Landscape Maintenance Areas to provide for a uniform lush green landscape appearance. Any damage to the irrigation system discovered must be reported to the CITY immediately.

The CONTRACTOR shall have forty-five (45) days from the start of the Agreement to perform an initial inspection of the irrigation system and provide a response to the CITY of

any existing damage and/or incorrect operation and coverage. The CONTRACTOR shall be responsible for the system working properly, as specified herein, after the initial inspection report and subsequent repairs.

The CONTRACTOR shall adjust the irrigation during the various seasons to maintain the uniform lush green landscape appearance. The CONTRACTOR shall manage and irrigate areas as needed during periods of little or no rainfall using the irrigation system and/or any supplemental watering necessary to keep the plant material, turf, and landscaping in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose to be supplied by the CONTRACTOR.

The CONTRACTOR shall be responsible for controlling the amount of water used for irrigation. Damage that results from over-watering or insufficient watering shall be the responsibility of the CONTRACTOR to repair or replace at the CONTRACTOR'S expense. Irrigation watering schedules must comply with all local, county, regional, and State watering restrictions. There shall be no watering on any day between the hours of 10:00 AM and 4:00 PM unless an irrigation technician is at the site being irrigated.

The CONTRACTOR shall, within thirty (30) calendar days, fully operate all the irrigation zones from the irrigation clock and replace, repair, or clean all irrigation heads, lateral lines, electrical wires, valve boxes, and controllers as needed. Any equipment damaged by the CONTRACTOR'S operation shall be replaced at the CONTRACTOR'S expense with the same equipment/part and by the same manufacturer unless otherwise approved by the CITY.

The CONTRACTOR shall perform all irrigation repairs to the lateral lines, risers, and sprinkler heads as required to keep the system operating. For this category of work, the CITY shall reimburse the CONTRACTOR for materials ONLY.

The CONTRACTOR shall perform repairs on main lines; electrical wires from zone valves back to the clock; and replace damaged or broken valve boxes. For this category, the CITY shall reimburse the CONTRACTOR for labor and materials.

1. The CONTRACTOR shall provide a written report of the following:
 1. Once per week, a list of all the irrigation zone clocks serviced.
 2. Once per workday, a list of irrigation parts and materials used for repairs.

Reimbursable Items: THE CONTRACTOR shall obtain authorization by the CITY prior to commencement. The CONTRACTOR shall be reimbursed based on markup provided in Exhibit B of the Agreement, Fee Schedule.

L. IRRIGATION PARTS, CHEMICAL AND FERTILIZATION

The CONTRACTOR shall base all costs for irrigation, chemicals, fertilizers, and other supplies on the current supplier wholesale price list as provided to the CITY by Site One Landscape Supply Catalog:" Wholesale."

The CITY reserves the right to request an updated wholesale price list every three (3) months.

The CITY also reserves the right to add or delete items from the wholesale price list.

The CITY, in its sole discretion, reserves the right to purchase materials for Supplemental Work directly from the CONTRACTOR or another vendor of the CITY's choice.

M. LIQUIDATED DAMAGES

If, in the opinion of the City Manager there has been a breach of Agreement, the City Manager shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of the Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided herein, there shall be no cure period of time to avoid the consequences of a breach. Liquidated damage is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to this Section 3-3 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

A. Grass Mowing Type 1 Properties

Failure to comply with the provisions for the completion of the Work Cycle for grass mowing Type 1 properties within the thirty (30) calendar day period shall result in the liquidated damages as follows:

\$200 for each day of delay.

B. Type 3 Properties Bermuda Grass

Failure to comply with the provisions for the completion of the Work Cycle for Type 3 properties Bermuda Grass within the thirty (30) calendar day period shall result in the liquidated damages as follows:

\$200 for each day of delay.

C. Shrubs and Palm Maintenance

Failure to comply with the provisions for the completion of the Work Cycle for shrubs and palm maintenance within the thirty (30) calendar day period shall result in the liquidated damages as follows:

\$200 for each day of delay.

D. Fertilization

Failure to comply with the provisions for the completion of the Work Cycle for fertilization within the ninety (90) calendar day period shall result in the liquidated damages as follows:

\$200 for each day of delay.

E. Irrigation

Failure to comply with the provisions for the completion of the Work Cycle for irrigation clock (wet) checks within the thirty (30) calendar day period shall result in the liquidated damages as follows:

\$200 for each day of delay.

N. PERFORMANCE EVALUATION

The CITY shall meet the CONTRACTOR every three months to review the CONTRACTOR's performance.

A. The CITY shall provide a written performance evaluation. The evaluation shall include but is not limited to the CONTRACTOR's performance in:

1. Grass Mowing
2. Fertilization
3. Pest & Disease Management
4. Litter and Debris collection
5. Shrub Trimming
6. Irrigation Management
7. Application Of Herbicides

B. The overall performance evaluations shall be rated in one of the following categories, depending upon the CONTRACTOR's performance: EXCELLENT, GOOD or POOR.

C. All instances of a rating of POOR shall be documented in writing to the CONTRACTOR and followed by a written commitment from the CONTRACTOR to resolve the issues in a time frame agreed to between the CITY and the CONTRACTOR. Two consecutive quarters of a performance evaluation with a rating of POOR may constitute a breach of this Agreement and may result in termination of this Agreement.

Responding to Emergency Requests

CONTRACTOR shall provide 24/7 emergency contact telephone number and respond to emergency request after notification by the City, twenty-four (24) hours a day, seven (7)

days a week, including all public holidays. Emergency repair will require the following response:

A. CONTRACTOR acknowledgement of the emergency request within thirty (30) minutes of the phone call made by CITY or designee. Acknowledgement must be by live telephone conversation with a CONTRACTOR employee, not a recording or answering service.

B. For Irrigation Emergencies: A technician shall commence work at the affected location within two (2) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.

C. For Landscape Emergencies: CONTRACTOR shall commence work at the affected location within four (4) hours of request for service. CONTRACTOR shall immediately address the problem and immediately inform the CITY of the extent of the problem.

D. CONTRACTOR shall provide a list of individuals and their contact information to be contacted for emergency and update it immediately whenever any change occurs.

Failure to Respond

A. Should the CONTRACTOR fail to meet the thirty (30) minutes acknowledgement time or two (2) hour time requirement to commence irrigation emergency repairs, each, failure shall result in liquidated damages due to the CITY in the amount \$750.00.

B. Should the CONTRACTOR fail to meet the four (4) hour response time to be on-site for Landscape Emergencies, unless otherwise agreed upon with the CITY, each failure shall result in liquidated damages due to the CITY in the amount of \$500.00.

C. Consistent failure by the vendor to respond to Emergency Service Repairs Requests and Non-Emergency Service requests within the required response times may, place the CONTRACTOR in breach of the Agreement. Consistent failure to respond is defined as not responding within the required response time on two out of four.

3-4 FEES & COSTS

Bidders shall quote an all-inclusive fee for the Work described under the Scope of Services. The all-inclusive fee shall include but not be limited to all labor, equipment, uniforms, benefits, travel, lodging, materials, printing, overhead and profit and any other contractor expense for this Project, unless described as a separate cost in this section.

3-5 MANAGEMENT & PERSONNEL

In the Bid, attach a sheet that shall include the following information:

1. Profile of the Firm – State whether your firm is local, national, or international. Additionally, state the following:
 - a. Age and size of the Firm and local office.
 - b. Location of the office where the Work for these Services is to be performed or managed.
 - c. Number and nature of the staff to be assigned to this Project on a full-time basis (resumes are preferred).
2. Provide a detailed description of the nature and status of any pending or completed litigation, claims made, contract disputes or defaults and liens arising in regard to your company's performance of any services arising within the last three years from the due date of this Bid.

Manager shall attend scheduled monthly meetings with City designated staff for purposes of discussing performance, schedules, punch list and any other issues that may affect the satisfactory performance of the terms of the Contract.

Manager shall perform weekly inspection of all areas with the City designee. From the weekly inspection, a punch list of all defects will be prepared by the City designee and presented to the manager for corrective actions to be taken within the stipulated time frame.

3-6 SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission from it as a detailed description concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these Specifications shall be made upon the basis of this statement.

SECTION 4
AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND

_____.

GROUNDS FULL MAINTENANCE SERVICES

This Agreement (or "Contract") is entered into this ____ day of _____, 2024, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

_____, , a _____ corporation with its principal business address located at _____, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bids No. 24-021 for GROUNDS FULL MAINTENANCE SERVICES ("the IFB"); and

WHEREAS, the Contractor was determined to be the lowest responsive, responsible Bidder and whose Bid was most advantageous to the City for Service locations as specified: _____; and

WHEREAS, on _____, 2024, the City Commission approved the award of the IFB to the Contractor.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, City and Contractor agree as follows:

SECTION 1 **SCOPE OF SERVICES**

Contractor agrees to provide the following Services to the City (the “Services”) during the Term of this Agreement:

This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements of City of Miramar Invitation for Bids No. 24-021 (“IFB”), the Contractor’s Bid, as accepted by the City, and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the provisions of this Contract, the Bid and the Bid Response, the conflict shall be resolved in the following order of priority: terms of this Contract; terms of the Bid; terms of the Bid Response.

Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses, and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Attachment “A”.

Estimates/Quotations:

All requests for related Landscape Services estimates/quotations not covered under this Agreement shall be submitted in writing prior to any Work being undertaken or approved. The estimate must include a detailed list of the Work to be completed, listed item by item, and location where Work is to be performed. Estimates/quotations are to be submitted electronically, if desired, to the City to secure purchase order approval prior to the Work being performed, and such Work shall not exceed 15% of the annual Contract for Services.

Purchase Orders:

1. The Contractor shall not perform or begin any Work without prior written authorization from the Parks and Recreation Department, as well as an approved purchase order authorizing Services.
2. Failure of the Contractor to adhere to the City’s purchasing protocol – working without having an official City purchase order for the Work, shall constitute a default and authorization for payment shall be denied.

SECTION 2 **COMPENSATION**

Compensation under this Agreement shall not exceed the total of \$_____ as outlined in the price shown in the Contractor’s bid. The Contractor shall submit periodic invoices for the Goods and Services provided to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025.

The date of the invoice shall not exceed thirty (30) calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within thirty (30) days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

SECTION 3 **TERM OF AGREEMENT**

The term of this Agreement shall be for a period of two years and shall commence upon the last date this Contract is executed by both parties, with the City having the option to renew the Agreement, on an annual basis, for up to three additional one-year renewal terms, unless terminated earlier pursuant to Section 4 of this Agreement.

The Chief Procurement Officer may authorize up to a ninety (90) day extension of this Contract in accordance with its terms and conditions, and the City Manager or designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days for a maximum of a hundred eighty days (180) days.

SECTION 4 **TERMINATION OF AGREEMENT**

City may terminate this Agreement for convenience by giving the Contractor thirty (30) calendar days written notice. City may terminate this Agreement for cause by giving the Contractor five calendar days written notice upon the failure of Contractor to cure any default after being provided with notice of that default and a demand for cure within ten (10) calendar days. The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

SECTION 5 **INDEPENDENT CONTRACTOR**

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be by employees of Contractor and subject to supervision by Contractor, and not as officers, employees, or agents of City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

SECTION 6
INDEMNIFICATION / HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and hold harmless City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses, and expenses, including attorneys' fees, demands, and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct, or negligent acts of Contractor, its respective officials, agents, employees or subcontractors in the Contractor's performance of Services pursuant to this Agreement.

Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

SECTION 7
NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

SECTION 8
INSURANCE

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Contractor shall maintain liability insurance in an amount acceptable to the City's Risk Manager and naming the City of Miramar as an additional insured, including any required certificate of endorsement.

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement:

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Professional Liability	\$ 500,000	\$1,000,000

Workers' Compensation
Statutory Amount

This Agreement shall not be deemed approved until the Contractor has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The City shall approve such certificates prior to the performance of any Services pursuant to this Agreement.

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability

insurance policies shall be endorsed to add the City as an additional insured. The Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

SECTION 9 **MISCELLANEOUS**

9.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the Services specified herein.

9.2 Precautions shall be exercised at all times for the protection of persons and property. The Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by the Contractor responsible for the same.

SECTION 10 **AUDIT AND INSPECTION RIGHTS**

10.1 The City may, at reasonable times, and for a period of up to three years following the date of final performance of Services by Contractor under this Agreement, audit, or cause to be audited, those books and records of Contractor which are related to Contractor's performance under this Agreement. Contractor agrees to maintain all such books and records at its principal place of business for a period of three years after final payment is made under this Agreement.

10.2 The City may, at reasonable times during the term hereof, perform such inspections as the City deems reasonably necessary to determine whether the Services required to be provided by Contractor under this Agreement conform to the terms of this Agreement. Contractor shall make available to the City all reasonable assistance to facilitate the performance of inspections by the City's representatives.

SECTION 11 **AMENDMENTS AND ASSIGNMENT**

11.1 This Agreement constitutes the entire agreement between Contractor and City and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations or representations. Any other agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect.

11.2 No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement.

11.3 Contractor shall not transfer or assign the performance of Services set forth in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

SECTION 12
GOVERNING LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

SECTION 13
NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing as the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONTRACTOR:

FOR CITY:

Dr. Roy L. Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC
401 NW 7th Avenue
Fort Lauderdale, FL 33311
Tel: 954-768-9770
Fax: 954-768-9790

SECTION 14
NON-DISCRIMINATION

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor that cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

SECTION 15
PUBLIC RECORDS

A. Public Records: Contractor shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records that ordinarily and necessarily would be required by City in order to perform the service.
2. Upon request by City's records custodian, provide City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in 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 for the duration of this Agreement.
4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of Contractor shall be delivered by Contractor to City, at no cost to City, within seven days. All records stored electronically by Contractor shall be delivered to City in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
5. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

954-602-3011, dagibbs@miramarfl.gov OR BY MAIL:
City Of Miramar – City Clerk’s Office, 2300 Civic Center
Place, Miramar, FL 33025.

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Any compensation due to Contractor shall be withheld until all documents are received as provided herein.

SECTION 16
HEADINGS, CONFLICT OF PROVISIONS,
WAIVER OR BREACH OF PROVISIONS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

SECTION 17
SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

SECTION 18
SURVIVAL

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

SECTION 19
JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by the parties to express their mutual intent, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

SECTION 20
SCRUTINIZED COMPANIES

20.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

20.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

20.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

20.4As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 21
E-VERIFY

In accordance with Florida Statutes §448.095, the Consultant, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien.

SECTION 22
EQUITABLE ADJUSTMENT

The City may, in its sole discretion, make an equitable adjustment in the Contract Terms and conditions and/or pricing. If pricing or availability of supply is affected by extreme or unforeseen volatility in the marketplace that satisfy all the following criteria: 1) the

volatility is due to causes wholly beyond the Contractor's control; 2) the volatility affects the marketplace or industry, not just the particular Contractor's source of supply; 3) the effect on pricing or availability of supply is substantial; and 4) the volatility so affects the Contractor that continued performance of the Contract would result in substantial loss. Any adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

SECTION 23 **LIQUIDATED DAMAGES**

If, in the opinion of the Parks and Recreation Director there has been a breach of the Agreement, the Parks and Recreation Director shall notify the CONTRACTOR, in writing, specifying the basis and reason in which there has been a breach of the Agreement. In the event of a breach by CONTRACTOR, CONTRACTOR shall be liable for liquidated damages as provided in this Section. Unless otherwise provided herein, there shall be no cure period of time to avoid the consequences of a breach. Liquidated damage is not a penalty. CONTRACTOR agrees that the amount of liquidated damages assessed pursuant to Section 3-3 is reasonable and does not constitute a penalty. The parties recognize the difficulty of proving the loss or damage suffered by the CITY due to CONTRACTOR's breach. CONTRACTOR acknowledges and agrees that the amount of liquidated damages approximate the loss anticipated at the time of execution of this Agreement.

SECTION 24 **ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its _____, attested to and duly authorized to execute same.

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin, City Manager

This ____ day of _____, 2024

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
USE OF AND RELIANCE BY
THE CITY OF MIRAMAR ONLY:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

CONTRACTOR:

Signature: _____

Print Name

Title

Date

**SECTION 5
BID COVER SHEET – IFB 24-021**

BIDDER'S NAME (Name of firm, entity, or organization): _____	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: _____	Title: _____
MAILING ADDRESS:	
Street Address: _____ Email: _____	
City, State, Zip: _____	
TELEPHONE: (____) _____	FAX: (____) _____
BIDDER'S ORGANIZATION STRUCTURE:	
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture ____ Other (explain): _____	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR: _____ _____	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT: _____ _____ _____ _____	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 6 BID PRICE SHEET

6-1 COST OR PRICING DATA FOR PRICE BID

Bidders shall submit (attached to this form) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Bid, reflecting Cost Realism, including all Information other than Cost and Pricing Data and explaining how the lump sum figure was derived.

a) Cost or Pricing Data shall mean all facts that as of the date of submission of the Bid, prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Bidder's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.

b) Cost Realism shall mean that the costs in a Proposer's Bid are realistic for the Work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Proposer's Technical Bid.

c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or Cost Realism.

d) Price, as used in this Solicitation, shall mean cost plus any applicable fee or profit.

**SECTION 6
BID PRICE SHEET (CONT.)**

The undersigned proposer declares he/she has carefully examined the Specifications of Invitation for Bid 24-021 Grounds Full Maintenance Services. **Please use attached Bid Sheet (Exhibit A and Exhibit B) to provide pricing.**

TAXPAYER IDENTIFICATION NUMBER (TIN): _____

BIDDER'S NAME: _____
(Company Name)

By: _____
(Principal's Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE SECTION 7**

SECTION 7

ADDENDA ACKNOWLEDGEMENT FORM

Addendum #

Date Received

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

(Company Name)

(Signature)

(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 8 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? _____ years
- (2) State of Florida occupational license type and number: _____
- (3) County (state county) occupational license type and number: _____
- (4) City of Miramar occupational license type and number: _____

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing Landscape maintenance Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 2-10:

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

SECTION 8
BIDDER INFORMATION FORM (CONTINUED)

Please list four Government contract references:

- (1) Company Name: _____
Address: _____

City, State, & Zip Code: _____
Contact's Name & Phone #: _____

- (2) Company Name: _____
Address: _____

City, State, & Zip Code: _____
Contact's Name & Phone #: _____

- (3) Company Name: _____
Address: _____

City, State, & Zip Code: _____
Contact's Name & Phone #: _____

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

(4) Company Name: _____

Address: _____

City, State, & Zip Code: _____

Contact's Name & Phone #: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS

Please list all Subcontractors, Subconsultants and Suppliers to be used in connection with performance of the Contract (use additional pages if necessary):

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

**SECTION 9
BIDDER'S DISCLOSURE OF SUBCONTRACTORS,
SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

Address: _____

City, State, & Zip Code: _____

Company Name: _____

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 10 DRUG-FREE WORKPLACE AFFIDAVIT

FLORIDA STATE STATUTE 287.087

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

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

**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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

Vendor's Signature

Print Name

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 11
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

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 City of Miramar, 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: _____

Title: _____

Sworn and subscribed before this
_____ day of _____, 20____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT**

State of _____)
County of _____) ss:
_____)

_____, being first duly sworn, deposes and says that:

- a) He/she is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the Bidder that has submitted the attached Bid;
- b) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- c) Such Bid is genuine and is not collusive or a sham Bid;
- 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 Bid in connection with the Work for which the attached Bid 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 Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid 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) The price or prices quoted in the attached Bid 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.

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 13
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

SECTION 14 BUSINESS/VENDOR PROFILE SURVEY

Name of Business: _____

Address: _____

Phone No.: _____

Contact Person (Regarding This Form): _____

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES _____ NO _____

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES _____ NO _____

(Choose below as applicable)

- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent (“FTE”) Miramar residents, or Miramar residents constitute 20 % of the FTE of the company’s local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with IFB Response.
- Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL “NON-RESPONSIVE”**

BUSINESS EMPLOYING MIRAMAR RESIDENTS AFFIDAVIT

The completed and signed form must be returned with the Vendor's submittal if the Vendor is claiming the Business Employing Miramar Residents preference.

Vendor: _____

Address: _____

Telephone Number: _____ E-Mail Address: _____

Solicitation No. and Title: _____

By signing below, I hereby certify that Vendor has _____ employees in Broward and Miami-Dade Counties, of which _____ are full time equivalent Miramar residents.

Signature

Title

Date

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20__

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public)

My commission expires: _____ (SEAL)

Personally Known _____ or Produced Identification _____

Type of Identification Produced _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

REFERENCE QUESTIONNAIRE (5 required)
(To Be completed by Bidder's Clients)

Reference For (Proposer's Name): _____

Agency Giving Reference: _____

Contact Person Name: _____

Address: _____

Telephone: _____

E-Mail: _____

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Grounds Full Maintenance Services?		
2	How would you rate the experience and professionalism of the firm's staff?		
3	How would you rate the accessibility and responsiveness of the firm's staff?		
4	How would you rate the firm's success at keeping you updated and informed on the progression of Landscape Maintenance especially when special needs or issues arose?		
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?		
6	Would your agency use this firm to provide services again? (Circle One)	YES/ Satisfactory	NO/ Unsatisfactory

Additional Comments:

Signature

Title

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

ATTACHMENT 2: EXHIBIT "B" TO EXHIBIT "A"

SECTION 5
BID COVER SHEET – IFB 24-021

BIDDER'S NAME (Name of firm, entity, or organization): DynaServ Florida LLC.	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: 200414640	
NAME AND TITLE OF BIDDER'S CONTACT PERSON:	
Name: Douglas Tripodo	Title: VICE President
MAILING ADDRESS:	
Street Address: 990 South Flamingo RD	Email: _____
City, State, Zip: Davie FL 33325	
TELEPHONE: (954) 568-6690	FAX: ()
BIDDER'S ORGANIZATION STRUCTURE:	
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture <u>LLC</u> Other (explain):	
IF CORPORATION:	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:	
LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:	
BmL Landscaping And property maintenance 18223 SW 5th st Hollywood FL 33029	
BIDDER'S AUTHORIZED SIGNATURE:	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: <u>Douglas Tripodo</u>	Date: _____
Print name: Douglas Tripodo	Title: S-14-24

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE

**SECTION 6
BID PRICE SHEET (CONT.)**

The undersigned proposer declares he/she has carefully examined the Specifications of Invitation for Bid 24-021 Grounds Full Maintenance Services. **Please use attached Bid Sheet (Exhibit A and Exhibit B) to provide pricing.**

TAXPAYER IDENTIFICATION NUMBER (TIN): 200414640

BIDDER'S NAME: Dyna Serv Florida LLC
(Company Name)

By: Douglas Tripolo
(Principal's Signature)

Douglas Tripolo Vice President
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE SECTION 7**

SECTION 8 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed "Non-Responsive."

- (1) How many years has your organization been in business under your present business name? Dyna Serv Florida years 35
- (2) State of Florida occupational license type and number: JB9 5523
- (3) County (state county) occupational license type and number: 189C-260269
- (4) City of Miramar occupational license type and number: NA

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF MIRAMAR)

BIDDER MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH BID

- (5) Describe experience providing Landscape maintenance Services for similar organizations. Include the number of years performing each type of work to demonstrate that the Bidder meets the minimum qualifications set forth in section 2-10:

City of Deubroke Pinos 7 yrs

City of Weston 7 yrs

City of Miramar 3 yrs

STU University 2 yrs

- (6) Have you ever had a contract terminated (either as a prime Successful Bidder or sub-Successful Bidder) for failure to comply, breach, or default?

_____ yes _____ X no

(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

Please list four Government contract references:

- (1) Company Name: City of Weston
Address: 20200 Saddle club road,

City, State, & Zip Code: Weston, FL 33327
Contact's Name & Phone #: Thaddeus Bielecki 954-444-6178
- (2) Company Name: City of Pembroke Pines
Address: 601 City Center Way

City, State, & Zip Code: Pembroke Pines, FL 33025
Contact's Name & Phone #: Christine Sorensen
- (3) Company Name: City of Miramar
Address: 2200 Civic Center

City, State, & Zip Code: Miramar, FL 33025
Contact's Name & Phone #: Billy Neal 954-602-3344

**SECTION 8
BIDDER INFORMATION FORM (CONTINUED)**

(4) Company Name: St. Thomas University
Address: 16401 nw 37th Ave.

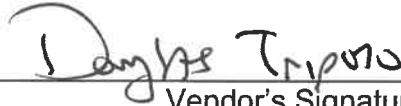
City, State, & Zip Code: Miami Gardens, FL 33054
Contact's Name & Phone #: Albert Childress 305-628-6618

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

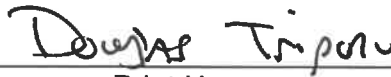
**SECTION 10
DRUG-FREE WORKPLACE AFFIDAVIT (CONTINUED)**

FLORIDA STATE STATUTE 287.087

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



Vendor's Signature



Print Name

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 11
ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

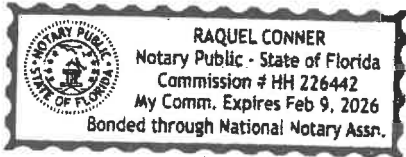
I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Miramar, its elected officials, and Dyna serv or its design consultants as a commission, kickback, reward or gift, directly or indirectly by me or any member of my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

By: Douglas Trimp
Title: VICE President

Sworn and subscribed before this

14th day of May, 2024
Raquel Conner
Notary Public
State of Florida at Large

My commission expires:



**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

Witness

By: 

Witness

Kimberly Riesgo
(Printed Name)

Manager of Administration
(Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

ACKNOWLEDGMENT

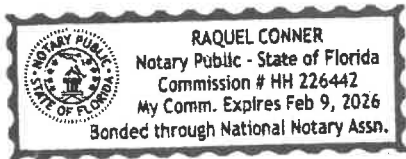
State of)
) ss:
County of)

BEFORE ME, the undersigned authority, personally appeared Douglas Torres, 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 he/she executed said Affidavit for the purpose therein expressed.

2024 WITNESS my hand and official seal this 14 day of May,

Raquel Conner
Notary Public
State of Florida at Large

My commission expires:



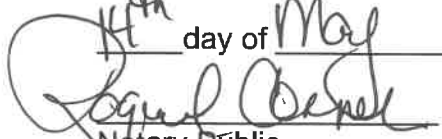
**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 13
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

By: Douglas Tripura
Title: Vice President

Sworn and subscribed before this

14th day of May, 2024.

Notary Public
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 14
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: Dyna Serv Florida LLC

Address: 990 South Flamingo RD Davie FL 33325

Phone No.: 954 558-6880

Contact Person (Regarding This Form): Douglas Tripano

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
Business is claiming the CBE/SBE Preference; YES ___ NO X

Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming local Business Preference YES ___ NO X
(Choose below as applicable)

- Businesses Employing Miramar Residents** - Business is located outside of the City of Miramar City limits and employs a minimum of 10 full time equivalent ("FTE") Miramar residents, or Miramar residents constitute 20 % of the FTE of the company's local workforce (in Broward and Miami-Dade Counties), whichever is larger.
Business Employing Miramar Residents Affidavit MUST be submitted with IFB Response.
- Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.
Please attach a copy of a current Miramar Business Tax Receipt to this form.

**FAILURE TO COMPLETE AND RETURN THIS FORM
MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

REFERENCE QUESTIONNAIRE (5 required)
(To Be completed by Bidder's Clients)

Reference For (Proposer's Name): Dorey Trupolo

Agency Giving Reference: St. Thomas University

Contact Person Name: Christopher Tarrant

Address: 11401 NW 37th Ave. Miami Gardens, FL 33054

Telephone: 786 - 778 - 7452

E-Mail: ctarrant@stt.edu

Provide a reference for the above named firm by indicating below the level of satisfaction (Satisfactory or Unsatisfactory) with services provided to your agency.

	QUESTION	Satisfactory	Unsatisfactory
1	What was your experience with the firm's ability to provide Landscape Maintenance?	<i>Satisfactory</i>	
2	How would you rate the experience and professionalism of the firm's staff?	<i>Satisfactory</i>	
3	How would you rate the accessibility and responsiveness of the firm's staff?	<i>Satisfactory</i>	
4	How would you rate the firm's success at keeping you updated and informed on the progression of Landscape Maintenance especially when special needs or issues arose?	<i>Great. They always respond</i>	
5	How would you rate the firm's ability to complete the scope of work in a timely manner and within budget?	<i>Satisfactory</i>	
6	Would your agency use this firm to provide services again? (Circle One)	YES! Satisfactory	NO! Unsatisfactory

Additional Comments:

C. Tarrant Executive Director of Facilities
 Signature Title

**FAILURE TO COMPLETE AND RETURN THIS FORM
 MAY DEEM YOUR PROPOSAL "NON-RESPONSIVE"**

EXHIBIT A – IFB 24-021

FIELD TURF/LANDSCAPE MAINTENANCE

PARK NAME	LOCATION	ACREAGE	
CP-32 FORZANO PARK	2001 S DOUGLAS RD	12.75	ANNUAL COST: 39,629.00
CP-41 SILVER LAKES SPORTS COMPLEX (P3)	17450 SW 23 STREET	10.31	ANNUAL COST: 36,024.00

PARK OPERATIONS

PARK NAME	LOCATION	ACREAGE	
CP-32 FORZANO PARK	2001 S DOUGLAS RD	12.75	ANNUAL COST: 130,600.00
CP-41 SILVER LAKES SPORTS COMPLEX (P3)	17450 SW 23 STREET	10.31	ANNUAL COST: 129,450.00
TOTAL			\$ _____

GRAND TOTAL

\$ 335,703.00

**EXHIBIT B – IFB 24-021
FEE SCHEDULE**

UNIT PRICES FOR LABOR and EQUIPMENT - SUPPLEMENTAL WORK

The CONTRACTOR offers the following unit prices for providing all labor, tools and equipment to install the items below on an as need basis as requested by the CITY

	Description	Unit	Cost (\$/Hour)
	Laborer/Groundskeeper	Hourly	35.00
	Irrigation Helper	Hourly	51.00
	Irrigation Technician - Certified	Hourly	74.00
	Large Equipment Operator	Hourly	75.00
	Supervisor/Foreman	Hourly	75.00
	Graduate Horticulturist	Hourly	112.00
	Bobcat w/operator	Hourly	125.00
	Front end loader w/operator	Hourly	160.00
	18 yard dump truck w/driver	Hourly	240.00
	75 ton crane w/operator	Hourly	525.00
	Work boat w/operator	Hourly	450.00
	Climber/trimmer	Hourly	95.00
	Chipper truck w/operator	Hourly	125.00
	Bucket truck w/operator	Hourly	125.00
	Water Truck w/operator	Hourly	125.00
	Spray Technician	Hourly	41.00
	Laser Grading of Sports Field	Hourly	200.00

EXHIBIT B - IFB 24-021 (Continued)

FEE SCHEDULE

UNIT PRICES FOR MATERIALS - SUPPLEMENTAL WORK

The CONTRACTOR offers the following unit prices for providing all labor, materials to install the items below on an as needed basis as requested by the CITY

	Description	Unit	Cost (\$/Unit)
	St. Augustine "Palmetto" Sod	Square Foot	1.25
	Tifway 419 Sod	Square Foot	1.63
	Celebration Bermuda Sod	Square foot	1.63
	Zoysia Sod	Square foot	1.30
	Latitude 36 Bermuda Sod	Square foot	1.65
	Spanish Gold Mulch - 2 cu. ft bag	Each	2.98
	Soil-50/50 mix	Cubic Yard	78.00
	Soil - 80/20 mix	Cubic Yard	73.00
	Soil 90/10 mix	Cubic Yard	70.00
	Earthwise Gold Natural Pine Mulch - 2Cu. Ft bag	each	2.50
	Annuals Mix	Cubic Yard	85.00
	Sand	Cubic Yard	51.00
	Volleyball Court Sand	Cubic Yard	52.00
	Crimson Stone for Baseball/Softball Warning Tracks (Installed ½ thick)	Square Foot	3.25
	Field Clay for Baseball/Softball Infields and Pitcher's Mounds	Ton	64
	Bio-Barrier 12" Root Barrier	Linear Foot	: 88

EXHIBIT A – IFB 24-021

TAXPAYER IDENTIFICATION NUMBER (TIN): 2004 14640

BIDDER'S NAME: Dynaserv Florida LLC
(Company Name)

By: Douglas Tripp
(Principal's Signature)

Douglas Tripp
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
SHALL DEEM YOUR BID NON-RESPONSIVE**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. DynaServ Florida, LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 990 South Flamingo Road	Requester's name and address (optional)
6 City, state, and ZIP code Davie, FL 33325	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											
or											
Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">1</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	2	0	-	0	4	1	4	6	4	0	
2	0	-	0	4	1	4	6	4	0		

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ 1/31/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

The International Society of Arboriculture

Hereby Announces That

David Vaughn

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



Caitlyn Pollihan
Caitlyn Pollihan
CEO & Executive Director

Issue Date	14 April 2007	Expiration Date	30 June 2025	Certification Number	FL-5610A
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ANAB
ANSI National Accreditation Board
ACCREDITED
PERSONNEL CERTIFICATION
BODY
#00947 ISA Certified Arborists*



CC# 23-ISC-22994-R EXPIRES 2024-08-31

DYNASERV FLORIDA LLC

Irrigation Specialty Contractor

JOEL HEREDIA



CERTIFICATE OF COMPETENCY

CTQB
Construction Trades Qualifying Board

BUSINESS CERTIFICATE OF COMPETENCY

23P000033


DYNASERV FLORIDA LLC

D.B.A.:

HEREDIA JOEL

is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTORS IN THE COUNTY





WILTON SIMPSON, COMMISSIONER

[Handwritten Signature]

MIGUEL VIEJO JR
9751 SW 16 TERR
MIAMI, FL 33165

Investigation
General Household Pest and
Insect Control
Lawn and Ornamental
Termitic and Other WDO
Control



THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS
REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE
PERIOD EXPIRING June 1, 2024

Date
May 24, 2023

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF PESTICIDES AND ENFORCEMENT

Expires
June 1, 2024



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

January 20, 2023

DYNASERV FLORIDA, LLC
 990 S FLAMINGO RD
 DAVIE, FL 33325-4404

SUBJECT: AGRICULTURAL DEALER LICENSE - BUYER CERTIFICATE
 ISSUED TO: DYNASERV FLORIDA, LLC
 LICENSE #: AD482

This buyer certificate is issued pursuant to Chapter 604, Florida Statutes. This certificate is valid only for the person and license number listed. Any changes to this certificate (such as transfer or termination of employment), must be reported to the Bureau of Compliance at 850-617-7150 immediately.

Cut Here



State of Florida
 Department of Agriculture and Consumer Services
 Division of Consumer Services
 2005 Apalachee Pkwy
 Tallahassee, Florida 32399-6500

Registration No.: **AD482**
 Issue Date: January 19, 2023
 Expiration Date: October 5, 2023

License as Dealer in Agriculture Products

POST CERTIFICATE
 CONSPICUOUSLY

Section 604.15-604.30, Florida Statutes

DYNASERV FLORIDA, LLC
 990 S FLAMINGO RD
 DAVIE, FL 33325-4404

WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: DYNASERV FLORIDA, LLC
Business Name:

Receipt #: 325-20747
Business Type: CLEANING/JANITORIAL
 (JANITORIAL/LANDSCAPING)

Owner Name: JOHN REED / PRESIDENT
Business Location: 990 S FLAMINGO RD
 DAVIE
Business Phone: 800-894-3095

Business Opened: 06/15/1994
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals
343

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee			150.00			
Packing/Processing/Canning Employees			0.00			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 JOHN REED / PRESIDENT
 990 S FLAMINGO RD
 DAVIE, FL 33325

Receipt # 04A-22-00005090
Paid 08/25/2023 150.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: DYNA SERV FLA

Owner Name: NELSON CRUZ
Business Location: 990 S FLAMINGO RD
DAVIE

Business Phone: 954 476 7888

Receipt #: 189-261166
Business Type: ALL OTHER TYPES CONTRACTOR
(FENCE ERECTION)

Business Opened: 03/24/2014
State/County/Cert/Reg: 12-F-16482-X
Exemption Code:

Rooms **Seats** **Employees** **Machines** **Professionals**
150

Tax Amount	Number of Machines:			For Vending Business Only		Vending Type:		Total Paid
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost			
150.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	
Receipt Fee			150.00					
Packing/Processing/Canning Employees			0.00					

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

DYNA SERV FLA
990 S FLAMINGO RD
DAVIE, FL 33325

Receipt # 04A-22-00005090
Paid 08/25/2023 150.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829
VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA: DYNASERV FLORIDA LLC
Business Name: DYNASERV FLORIDA LLC

Owner Name: MICHAEL NAVIN
Business Location: 990 S FLAMINGO RD
 DAVIE
Business Phone:

Receipt #: 189C-260269
Business Type: TREE TRIMMING/TREE MAINTENANCE
 (TREE TRIMMING)

Business Opened: 02/05/2014
State/County/Cert/Reg: A-293
Exemption Code:

Rooms
Seats
Employees
200
Machines
Professionals

Tax Amount	Number of Machines: <small>For Vending Business Only</small>			Vending Type:		
	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00
Receipt Fee			150.00			
Packing/Processing/Canning Employees			0.00			

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 DYNASERV FLORIDA LLC
 990 S FLAMINGO RD
 DAVIE, FL 33325

Receipt # 04A-22-00005090
Paid 08/25/2023 150.00

2023 - 2024

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-357-4829
 VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
 Business Name: DYNASERV FLORIDA INC

Receipt #: 189-265320
 Business Type: ALL OTHER TYPES CONTRACTOR (IRRIGATION SPECIALTY CONTR)

Owner Name: JOSE GUERRA
 Business Location: 990 S FLAMINGO RD
 DAVIE
 Business Phone: 954-274-7888

Business Opened: 10/27/2014
 State/County/Cert/Reg: 10-CLS-17099-R
 Exemption Code:

Rooms Seats Employees Machines Professionals

9

Tax Amount		Number of Machines:			For Vending Business Only		
Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	Vending Type:	
27.00	0.00	0.00	0.00	0.00	0.00	0.00	27.00
Receipt Fee		Packing/Processing/Canning Employees		27.00	0.00		

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 DYNASERV FLORIDA INC
 990 S FLAMINGO RD
 DAVIE, FL 33325

Receipt #04A-22-00005090
 Paid 08/25/2023 27.00

2023 - 2024



Date of Issuance: May 15, 2024

City of Miramar
Procurement Department

ADDENDUM No. 1
For
IFB-24-021
Grounds Full Maintenance Services

Bidders are hereby notified that this **Addendum No. 1** shall be attached to and made part of the above-named Invitation for Bid (the "IFB") issued on April 18, 2024.

This **Addendum No. 1** is issued to add to, delete from, modify, clarify and/or amend the IFB. The items contained in this **Addendum No. 1** shall have full force and effect as part of the IFB and shall prevail to the extent of any conflict with the original IFB. Bids to be submitted on or before the specified Bid date (see below) shall conform to the additions and revisions contained herein.

The Bidder shall acknowledge receipt of this **Addendum No. 1** by inserting its number and date in the Bid Form on 'ADDENDA ACKNOWLEDGEMENT FORM and include a completed/signed copy of this form in each Bid.

This addendum consists of **(2)** pages.

BID OPENING VIA WEBEX: The bid opening for this IFB will be held virtually via WebEx on Thursday, May 16, 2024, at 2:30 p.m.

WebEx Information:

Join from the meeting link

<https://miramarfl.webex.com/miramarfl/j.php?MTID=m96cf1cf5d7c3c211e1cffe33b412651f>

Join by meeting number

Meeting number (access code): 2300 464 8726

Meeting password: 3C3cis9E5Yu

Tap to join from a mobile device (attendees only)

+1-415-655-0001,,23176494249## US Toll

Join by phone

+1-415-655-0001 US Toll

Global call-in numbers

Join from a video system or application

Dial 23004648726@miramarfl.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

NAME OF COMPANY:

Dyna Serv Florida

FIRM'S NAME:

CONTACT NAME: Douglas Tripodo

STREET ADDRESS: 990 S. Flamingo rd

CITY, STATE, ZIP CODE: Davie, FL 33325

TELEPHONE NUMBER: 954-588-6880

FAX NUMBER: _____



**GROUNDS FULL MAINTENANCE SERVICES
IFB No. 24-021
BID OPENING – MAY 16, 2024 @ 2:00 P.M.**

FINAL

	COMPANY NAME	BASE BID AMOUNT	CBE/SBE PREFERENCE	LOCAL PREFERENCE	COMPETITIVE BID (AFTER APPLICATION OF PREFERENCE)
1	DYNASERV FL LLC	\$335,703.00	N/A	N/A	\$335,703.00
2	CHAMPS PRO SERVICES	\$395,017.00	YES	N/A	\$375,266.15
3	BRIGHTVIEW	\$421,440.00	N/A	N/A	\$421,440.00
4	JUNIPER LANDSCAPING	\$590,243.80	N/A	N/A	\$590,243.80
5	SUPERIOR LANDSCAPING & LAWN SERVICE, INC.	\$975,642.00	N/A	N/A	\$975,642.00
	LEMON LIME LANDSCAPING ***NON-RESPONSIVE***				

- Offers listed from the vendors herein are the only offers received timely as of the above opening date and time.
- All other offers submitted in response to this solicitation, if any, are hereby rejected as late.
- Proposers with SBE/CBE Certification (5%) and Local Business Enterprises (LBE) (5%) receives preference participation points on their total bid price.

Adriel Brown

Opened by: