

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

Meeting Date: September 18, 2019

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

Temp. Reso. Number: 7019

Item Description: Temp. Reso. No. 7019, APPROVING THE AWARD OF INVITATION FOR BID NO. 19-012, ENTITLED "GROUNDS FULL MAINTENANCE SERVICES" TO BRIGHTVIEW LANDSCAPE SERVICES, INC., TO PERFORM COMPLETE GROUNDS MAINTENANCE WORK, PARK OPERATIONS AND FIELD TURF MAINTENANCE FOR FORZANO PARK, SILVER LAKES SPORTS COMPLEX AND FIELD TURF MAINTENANCE FOR ANSIN SPORTS COMPLEX AND VISCAYA PARK, IN AN AMOUNT NOT-TO-EXCEED \$371,200. (Parks & Recreation Administrator Billy Neal and Procurement Director Alicia Ayum)

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: None

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 of the City Commission).

Fiscal Impact: Yes No

REMARKS: Funds in the amount not-to-exceed \$371,200 for this project are budgeted for in the FY20 Parks & Recreation Department Park Maintenance Landscape Services Account in GL Account No. 001-60-608-572-000-603460.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7019**
 - **Exhibit A – Contract**
 - **- Attachment A to Exhibit A: Quote from Contractor**

- **Attachment(s)**
 - **Attachment 1: IFB #19-012**
 - **Attachment 2: Bid Tabulation**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager *for [Signature]*

BY: Elizabeth Valera, Parks & Recreation Director

DATE: September 11, 2019

RE: Temp. Reso. No. 7019, awarding Invitation for Bid No. 19-012 entitled "Grounds Full Maintenance Services", for Forzano Park, Silver Lakes Sports Complex, Ansin Sports Complex and Vizcaya Park in an amount not-to-exceed \$371,200, to Brightview Landscape Services

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7019, awarding Invitation for Bid No. 19-012, entitled "Grounds Full Maintenance Services" for Forzano Park, Silver Lakes Sports Complex, Ansin Sports Complex and Vizcaya Park (the "IFB"), in an amount not-to-exceed \$371,200, to Brightview Landscape Services ("Brightview").

ISSUE: Section 2-412(a)(1) of the City Code requires that the purchase of all commodities or services made by a single department from a single vendor in excess of \$75,000 in a fiscal year, be formally approved by the City Commission.

BACKGROUND: The Parks & Recreation Department is responsible for the maintenance and upkeep of City parks. The existing contract with Brightview is expiring, which required a solicitation to be advertised.

PROCUREMENT: On July 25, 2019, the Procurement Department posted the IFB on DemandStar. The IFB closed on August 15, 2019, and a total of four bids were received. City staff evaluated the quotes and the bidders' references and determined that Brightview was the lowest, responsive, responsible bidder for the IFB. The bid provides for furnishing all labor, materials, tools, equipment, machinery, incidentals and services necessary to perform complete maintenance work, park operations and field turf maintenance for Forzano Park and Silver Lakes Sports Complex and field turf maintenance for Ansin Sports Complex and Vizcaya Park.

Funding is allocated in Fiscal Year 2020 under the Parks & Recreation Department.

Temp. Reso. No. 7019
8/20/19
9/12/19

**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 BID NO. 19-012, ENTITLED “GROUNDS FULL MAINTENANCE SERVICES” TO BRIGHTVIEW LANDSCAPE SERVICES, INC., TO PERFORM COMPLETE MAINTENANCE WORK, PARK OPERATIONS AND FIELD TURF MAINTENANCE FOR FORZANO PARK AND SILVER LAKES SPORTS COMPLEX AND FIELD TURF MAINTENANCE FOR ANSIN SPORTS COMPLEX AND VIZCAYA PARK, IN AN AMOUNT NOT TO EXCEED \$371,200; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department is responsible for the maintenance and upkeep for City Parks; and

WHEREAS, the contract with Brightview Landscape Services, Inc., is expiring, which required a solicitation to be advertised; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services provided by a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, on July 25, 2019, the Procurement Department posted Invitation for Bid No. 19-012 titled “Grounds Full Maintenance Services” on DemandStar; and

WHEREAS, on August 15, 2019, the posting closed and the City received four bids; and

WHEREAS, City staff evaluated the bids and the bidders’ references and determined that Brightview Landscape Services is the lowest, responsive, responsible bidder for the IFB with an amount not-to-exceed \$371,200; and

Reso. No. _____

WHEREAS, the City Manager recommends that the City Commission approve the award of the IFB 19-012 entitled, "Grounds Full Maintenance Services" to the lowest, responsive, responsible bidder, Brightview Landscape Services and authorization to execute an agreement with Brightview in the form of the attached hereto as Exhibit "A" for an initial term of two years with three one year renewal options, in an amount not-to-exceed \$371,200; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB 19-012 entitled, "Grounds Full Maintenance Services" to the lowest, responsive, responsible bidder, Brightview Landscape Services and authorization to execute an agreement with Brightview in the form of the attached hereto as Exhibit "A" for an initial term of two years with three one year renewal options, in an amount not-to-exceed \$371,200.

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 the IFB 19-012 entitled, "Grounds Full Maintenance Services" to the lowest, responsive, responsible bidder, Brightview Landscape Services, in an amount not-to-exceed \$371,200.

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. 7019
8/20/19
9/12/19

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

PASSED AND ADOPTED this _____ day of _____, 2019.

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. _____

AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
BRIGHTVIEW LANDSCAPE SERVICES, INC.
FOR GROUNDS FULL MAINTENANCE SERVICES

This Agreement (or "Contract") is entered into this ____ day of _____, 2019, by and between the City of Miramar, Florida, a Florida municipal corporation, hereinafter referred to as "City",

AND

Brightview Landscape Services, Inc., a corporation with its principal business address located at 8191 NW 84th Street, Medley, FL 33166, hereinafter referred to as "Contractor".

WHEREAS, the City issued Invitation for Bid No. 19-012 for GROUNDS FULL MAINTENANCE SERVICES; 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 in "Attachment A"; and

WHEREAS, on _____, 2019, the City Commission approved the award of the IFB to the Contractor Brightview Landscape Services, Inc.

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. 19-012 ("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

Contractor shall be paid a total not to exceed Three Hundred Seventy One Thousand One Hundred Ninety Nine Dollars and Forty Cents (\$371,199.40) for Work completed under this Agreement. 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 commence upon the date this Contract is executed by both parties and shall run for two years, 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 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:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-3115
Facsimile: (954) 602-3672

With A Copy to:

Burnadette Norris-Weeks , Esq.
City Attorney
401 North Avenue of the Arts (NW 7th Avenue)
Fort Lauderdale, Florida 33311
Telephone: (954) 768-9770
Facsimile: (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
SCRUTINIZED COMPANIES.

A. 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.

- B. 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.
- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As 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 17
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 18
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 19
SURVIVAL

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

SECTION 20

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.

SECTION 21 **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.

THE REMAINDER OF THIS DOCUMENT IS INTENTIONALLY LEFT 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.

CITY

ATTEST:

CITY OF MIRAMAR

City Clerk

By: _____
Vernon E. Hargray, City Manager

This day of _____, 2019.

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, PLLC

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

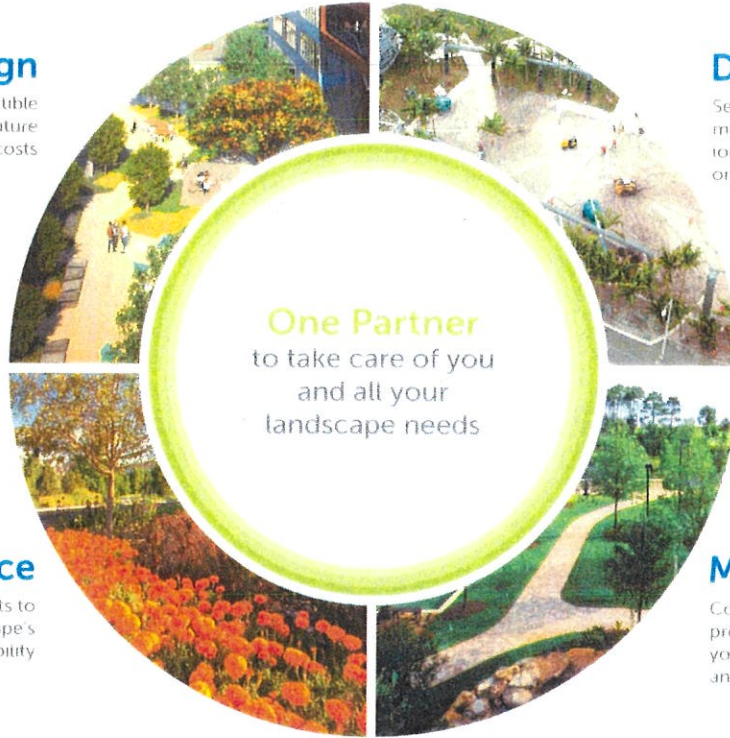


Design

Forward thinking, constructible design that considers future operating costs

Develop

Seamless project delivery that meets your goals and long term expectations on time and on-budget



One Partner
to take care of you
and all your
landscape needs

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future



BrightView Landscape Services, Inc.

8191 NW 84 Street Medley, FL 33166

Phone: 305-582-7663

BID #19-012

Opening Date and Time: August 15, 2019 AT 2:00 P.M. EST

Grounds Full Maintenance Services

Frank Valdes

Business Developer

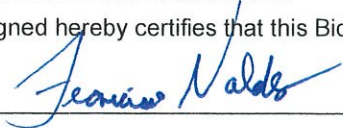
BrightView Landscape Services

Francisco.valdes@brightview.com

Mobile: 305-582-7663



**SECTION 5
BID COVER SHEET – IFB 19-012**

| | |
|---|----------------------------------|
| BIDDER'S NAME (Name of firm, entity, or organization): <u>BrightView Landscape Services, Inc.</u> | |
| FEDERAL EMPLOYER IDENTIFICATION NUMBER: | <u>95-4194223</u> |
| NAME AND TITLE OF BIDDER'S CONTACT PERSON: | |
| Name: <u>Francisco Valdes</u> | Title: <u>Business Developer</u> |
| MAILING ADDRESS: | |
| Street Address: <u>8191 NW 84 Street</u> | |
| City, State, Zip: <u>Medley, FL 33166</u> | |
| TELEPHONE: | FAX: |
| <u>(305) 582-7663</u> | <u>(305) 863-0255</u> |
| BIDDER'S ORGANIZATION STRUCTURE: | |
| <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): | |
| IF CORPORATION: | |
| Date Incorporated/Organized: <u>12/15/1988</u> | |
| State of Incorporation/Organization: <u>FL</u> | |
| 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: <u></u> | Date: <u>7/29/19</u> |
| Print name: <u>Francisco Valdes</u> | Title: <u>Business Developer</u> |

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

ATTACHMENT A

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.

ATTACHMENT A



SECTION 6
BID PRICE SHEET (CONT.)

FIELD TURF/LANDSCAPE MAINTENANCE

| PARK NAME | LOCATION | ACREAGE | |
|--|--------------------|---------|--------------------------|
| CP-32 FORZANO PARK | 2001 S DOUGLAS RD | 12.75 | ANNUAL COST: \$40,837.77 |
| CP-41 SILVER LAKES SPORTS COMPLEX (P3) | 17450 SW 23 STREET | 10.31 | ANNUAL COST: \$36,164.50 |

GRAND TOTAL

\$ 77,002.27

ATTACHMENT A



ADD ALTERNATE

ADD ALTERNATE NO. 1 PARK OPERATIONS

| PARK NAME | LOCATION | ACREAGE | |
|--|--------------------|---------|---------------------------|
| CP-32 FORZANO PARK | 2001 S DOUGLAS RD | 12.75 | ANNUAL COST: \$132,809.00 |
| CP-41 SILVER LAKES SPORTS COMPLEX (P3) | 17450 SW 23 STREET | 10.31 | ANNUAL COST: \$131,370.00 |
| TOTAL | | | <u>\$ 264,179.00</u> |

ADD ALTERNATE NO. 2 FIELD TURF MAINTENANCE

| PARK NAME | LOCATION | ACREAGE | |
|----------------------------|------------------------------------|---------|-------------------------|
| CP-44 ANSIN SPORTS COMPLEX | 10801 MIRAMAR BLVD | 4.00 | ANNUAL COST:\$11,334.45 |
| CP-36 VIZCAYA PARK | 14200 S.W. 55 TH STREET | 8.00 | ANNUAL COST:\$18,683.68 |
| TOTAL | | | <u>\$ 30,018.13</u> |

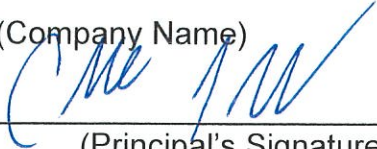
ATTACHMENT A



TAXPAYER IDENTIFICATION NUMBER (TIN): 95-4194223

BIDDER'S NAME: BrightView Landscape Services, Inc.

(Company Name)

By: 
(Principal's Signature)

Charles Gonzalez

(Printed Name and Title)

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



**SECTION 7
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #

1

Date Received

8-1-19.

Multiple horizontal lines for additional addendum entries.

BIDDER:

BrightView Landscape Services, Inc.

(Company Name)

[Handwritten Signature]

(Signature)

BrightView Landscape Services, Inc.

(Printed Name and Title)

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



Date of Issuance: August 1, 2019

City of Miramar Procurement
Department

ADDENDUM No. 1
For
IFB-19-012
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 July 25, 2019.

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. Proposals to be submitted on or before the specified Proposal 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 Proposal Form on 'ADDENDA ACKNOWLEDGEMENT FORM and include a completed/signed copy of this form in each Bid.

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

Change to Bid Price Sheet

Please use updated Bid Price Sheet (Section 6) which is Attachment A.



NAME OF COMPANY:

BrightView Landscape Services, Inc.

FIRM'S NAME:

CONTACT NAME:

Frank Valdes

STREET ADDRESS:

8191 NW 84th Street

CITY, STATE, ZIP CODE:

Medley, FL 33166

TELEPHONE NUMBER: 305-582-7663

FAX NUMBER: 305-863-0255



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? 30 years but over 60 years before merger.
- (2) State of Florida occupational license type and number: Service-4664430
- (3) County (state county) occupational license type and number: Gardner 19-00023905
- (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:

We are the current service provider for the City of Miramar Parks.

- (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)

Local Business Tax Receipt Miami-Dade County, State of Florida -THIS IS NOT A BILL - DO NOT PAY



LOCAL BUSINESS TAX RECEIPT RECEIPT EXPIRES: September 30, 2019

4468021
BUSINESS NAME/LOCATION
BRIGHTVIEW LANDSCAPE
SERVICES INC
8191 NW 84TH ST
MEDLEY, FL 33166

RECEIPT NO.
RENEWAL
4664430

**EXPIRES
SEPTEMBER 30, 2019**
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

BUSINESS NAME: BRIGHTVIEW LANDSCAPE SERVICES
LOCATION ADDRESS: 440 SAWGRASS CORPORATE PKWY (02)
ISSUE DATE: August 16, 2018
EXPIRATION DATE: September 30, 2019

TAX RECEIPT NUMBER: 19-00023905
BUSINESS CLASS: GARDENERS - LANDSCAPE CONTRACTORS
CONTROL NUMBER: 0024687

| | |
|---------------------------|---------------|
| BUSINESS TAX: | 205.04 |
| PENALTY: | 0.00 |
| ADDITIONAL CHARGES TOTAL: | 227.44 |
| TOTAL: | 432.48 |

OWNER
BRIGHTVIEW LANDSCAPE
SERVICES INC
Employee(s) 55

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
247.50 09/11/2018
CREDITCARD-18-0679955

| | | | |
|-----------------------------------|-------------|------|--------|
| Additional Charges Breakdown..... | 222.44000 X | 1.00 | 222.44 |
| ANNUAL FIRE INSPECTION | 5.00000 X | 1.00 | >0.00 |
| TECHNOLOGY FEE | | | |

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276
For more information, visit www.miamidade.gov/taxcollector

Comments: LANDSCAPE MAINTENANCE

RECEIPT MUST BE CONSPICUOUSLY DISPLAYED TO PUBLIC VIEW AT BUSINESS LOCATION
NOTICE: THIS RECEIPT BECOMES VOID & VOID IF OWNER'S BUSINESS NAME, OR ADDRESS IS CHANGED
TAXPAYER MUST APPLY TO BUSINESS TAX DIVISION FOR TRANSFER



SECTION 8 BIDDER INFORMATION FORM (CONTINUED)

Please list four Government contract references:

- (1) Company Name: City of Miami Lakes
Address: 6601 Main Street

City, State, & Zip Code: Miami Lakes, FL 33014
Contact's Name & Phone #: Jeremy Bajdaun 305-364-6100
- (2) Company Name: City of Miami Gardens
Address: 18605 NW 27th Ave

City, State, & Zip Code: Miami Gardens, FL 33056
Contact's Name & Phone #: Paulette Murphy 305-622-8080
- (3) Company Name: City of North Miami Beach
Address: 17011 NE 19th Ave.

City, State, & Zip Code: North Miami Beach, FL 33162
Contact's Name & Phone #: Dwight Jackson 305-948-2957



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

- (4) Company Name: City of Weston
- Address: 2599 S Post Rd
-
- City, State, & Zip Code: Weston, FL 33327
- Contact's Name & Phone #: Ravikanth Chitepu 954-385-2000

**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: None

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: _____

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.

A handwritten signature in blue ink, appearing to be "Charles Gonzalez", written over a horizontal line.

Vendor's Signature

The name "Charles Gonzalez" printed in blue ink, written over a horizontal line.

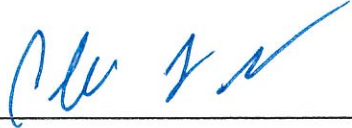
Print Name

**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.

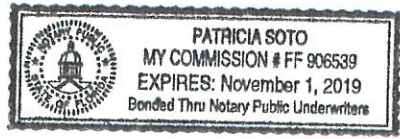
By: 
Title: SVP

Sworn and subscribed before this

31 day of July, 2019


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:

[Handwritten signature]

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

a) He/she is the SVP (Owner, Partner, Officer, Representative or Agent) of Brightview Landscape Services Inc 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 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

By: 
Witness

Charles Gonzalez
Witness (Printed Name)

SVP
(Title)

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

ACKNOWLEDGMENT

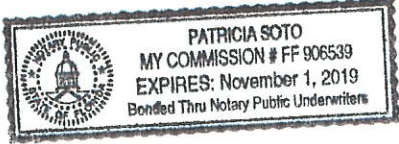
State of _____)
County of _____) ss:

Patricia Soto BEFORE ME, the undersigned authority, personally appeared _____, 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.

20 19 WITNESS my hand and official seal this 31 day of July.



Notary Public
State of Florida at Large

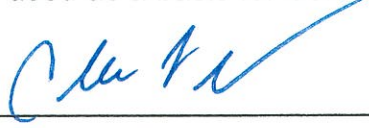


My commission expires:

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

**SECTION 13
NON-DISCRIMINATION AFFIDAVIT**

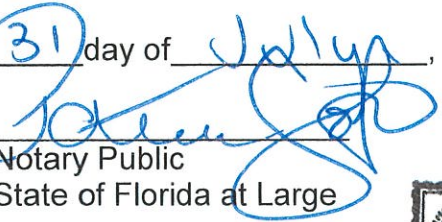
I, the undersigned, hereby duly sworn, depose and say that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively 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.

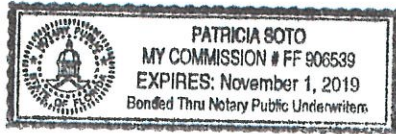
By: 

Title: SUP

Sworn and subscribed before this

31 day of July, 2019.


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: BrightView Landscape Services, Inc.

Address: 8191 NW 84 Street Medley, FL 33166

Phone No.: 305-582-7663

Contact Person (Regarding This Form): Frank Valdes

Type of Business (check the appropriate type):

- CONSTRUCTION / SITE ENGINEERING 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.

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 is certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference _____
Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.

Business is claiming the Miramar Local Business Preference _____
Please attach a copy of a current Miramar Business Tax Receipt to this form.

- Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

SECTION 15



Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
BrightView Landscape Services, Inc.

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.
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C= C corporation, S= S corporation, P= Partnership) **P**
 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.
 Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)
 Exempt payee code (if any) _____
 Exempt on from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions
P.O. Box 740855

6 City, state, and ZIP code
Atlanta, GA 30374-0655

7 List account number(s) here (optional)

Requester's name and address (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.

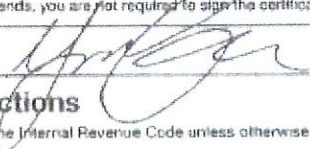
| | | | | | | | | |
|--------------------------------|---|--|---|---|---|---|---|---|
| Social security number | | | | | | | | |
| | | | | | | | | |
| OR | | | | | | | | |
| Employer identification number | | | | | | | | |
| 9 | 5 | | 4 | 1 | 9 | 4 | 2 | 3 |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here: Signature of U.S. person  Date: **2/13/2019**

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.

INVITATION FOR BIDS
GROUNDS FULL MAINTENANCE SERVICES
INVITATION FOR BID #19-012



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

Vernon E. Hargray, City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025

DATE ISSUED: July 25, 2019
OPENING DATE AND TIME: August 15, 2019 AT 2:00 P.M. EST.

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

Each Bid submitted to the City of Miramar (the "City") will have the following information clearly marked on the face of the envelope:

- a) Bidder's name and return address;
- 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.

All Bids must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and two bound copies (**a total of three**) of the complete Bid must be received by the deadline for receipt of Bid specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Bidder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Due Date and Time, to:

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

Bid responses submitted at the same time for different Invitations for Bids shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE OFFICE
OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

August 15, 2019 at 2:00 P.M.

IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE, OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN THE SOLICITATION WILL

NOT BE OPENED AND WILL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.

Hand-carried Bids may be delivered to the above address only between the hours of 8:30 A.M. and 5:00 P.M., Mondays through Thursdays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The 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 provide the required Goods or Services at the stated price.

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 "Procurement Department" shall refer to the Procurement Department of the City.
11. 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.
12. The term "Successful Bidder" shall refer to the Bidder receiving an award as a result of this Invitation for Bids.

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 between Bidders (or anyone on their behalf) and the City Manager, the City's professional staff, or any member of the selection committee. 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 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) 602-3052
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 amendments and substitute Bid Forms. It is the Bidder further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. The Bidder shall submit the Bid form entitled "**AMENDMENT 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) 602-3052.

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) Preference for CBE or SBE Firms and Local Bidders.

- 1) 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 CBE or SBE Firm. Such preference shall apply to Bids or Proposals for commodities, Services and construction.
- 2) 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. Such preference shall apply to Bids or Proposals for commodities, Services and construction.
- 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or Proposals for commodities, Services and construction.

f) Reserved.

g) Application of Preferences.

In the application of any price preference granted by the Miramar Procurement Code or Policies, the preference is applied by granting the specified percent price reduction to the price of the Bidder/proposer allowed the preference. Preferences shall be additive and computed as a whole on the Bid or proposal.

h) 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.**”

k) Anti-Kickback Affidavit.

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

l) 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**”.

m) 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**”.

n) 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.

o) 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.

p) 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.

- q) 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.

- r) 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
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) 602-3054.

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 Contracts. 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 automatically extend any Contract for up to 180 calendar days beyond the stated Contract term, for operational purposes, under the same terms and conditions of said Contract. 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’s 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 purchase of supplies, materials, or Services, including professional Services which involve the expenditure of \$25,000 or more, shall require that the Bidder submits 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 direct 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 Bidder 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.**

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 complete 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, July 25, 2019

Non-Mandatory Pre-Bid Conference Wednesday, July 31, 2019 at 10:00 A.M.

Deadline for receipt of questions: Wednesday, August 7, 2019, 5:00 P.M.
Time:

Deadline for receipt of Bids: Thursday, August 15, 2019 at 2:00 P.M.
Time:

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 optional one year renewal terms. 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 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 meets 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, July 31, 2019 at 10:00 A.M:

City of Miramar
City of Miramar – Parks & Recreation Conference Room
2200 Civic Center
Miramar, FL 33027

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
Fax: (954) 602-4589
ajbrown@miramarfl.gov

2-7

PERFORMANCE BOND BASED ON TOTAL BID PRICE

a) The Successful Bidder to whom an award is made shall duly execute and deliver to the City a Performance Bond in the amount of 50% of the total Bid price awarded. A Successful Bidder may deliver multiple bonds in lieu of a single bond, as long as the aggregate total of these bonds equals the amount specified above. The bonds shall be delivered to the City within 10 calendar days after City Commission approval of the award. If a Successful Bidder fails to deliver the Performance Bond within this specified time, including any granted extensions, the City may declare the Successful Bidder's Bid as Non-Responsive as being in default of the contractual terms and conditions, and rescind the award. Further, the City may refuse to accept any proposal or Bid from the Bidder for the 24 month period following such default.

b) The following Specifications shall apply to the Performance Bond required above:

1) All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with B V qualifications as to management and financial strength according to the latest edition of Best's Insurance Guide, published by A. M. Best Company of Oldwick, New Jersey.

2) On Contract amounts of \$500,000.00 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:

i) Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the Invitation for Bids is issued; and

ii) Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and

iii) Providing a copy of the currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. 9304, 9308. Surety insurers shall be listed in the latest Circular 570 of the United States Department of Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations shown in this circular.

3) For Contracts in excess of \$500,000.00, the company must have been listed for at least three consecutive years, or hold a valid Certificate of Authority of at least \$1,500,000.00 and be on the Treasury list, provide personal financial statements or last three year corporate financial statements, list of current work on hand, evidence of borrowing capacity, copy of the firm's trade license and current certificate of insurance.

4) Surety Bonds guaranteed through the United States Government Small Business Administration (“SBA”) or Successful Bidder Training and Development, Inc. will also be accepted.

5) In lieu of a Performance Bond, a cash bond in the form of a certified cashier's check made out to the City of Miramar will be acceptable. All interest will accrue to the City during the life of the Contract and as long as the funds are being held by the City.

6) The attorney in fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of the power of attorney authorizing the officer to do so. The Contract bond must be counter signed by the surety's resident Florida agent.

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 three consecutive years, including the care and maintenance of median and right of way maintenance and general grounds facilities
4. Identify three government accounts in Florida comparable in size and nature (inclusive of median and right of ways) to Miramar 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.

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 Dexter Williams
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 way 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 Bidder 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

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 it deems careless, incompetent, 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 competent, 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 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 complete 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. The Successful Bidder is responsible for ensuring that each group has a field usage permit prior to utilizing the field.

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 | 4 | Apr/Jun/Aug/Sept |
| | Intergraded Pest Control | Annually | 1 | As Needed |
| | Core Aeration | Semi-Annually | 2 | March/September |
| | Verti-Cutting | Annually | 1 | November |
| | Over-Seeding | Annually | 1 | November |
| | Renovation (Top Dressing) | Annually | 1 | May |

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 | Quarterly | 4 | Apr/Jun/Aug/Sept |
| | Intergraded Pest Control | Annually | 1 | As Needed |
| | Core Aeration | Semi-Annually | 2 | March/September |
| | Verti-Cutting | Annually | 1 | November |
| | Over-Seeding | Annually | 1 | November |
| | Renovation (Top Dressing) | Annually | 1 | May |

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. MEDIANS/ SWALES

The Successful Bidder shall inspect all areas on a daily basis. The Successful Bidder shall receive and dispose of all litter and debris. This includes glass, rocks, dead foliage, metal, branches, palm fronds or other debris subject to becoming a projectile if engaged by a mower. All shrubs within a clear sight zone shall be kept in a 30" inch minimum height from the roadway. All planter beds and tree rings shall be kept in a weed/grass free condition. All expansion joints and cracks shall not have any weeds. All turf areas, trees, shrubs and palms shall be additionally maintained as outlined in this Scope. The Successful Bidder shall ensure all Work is performed in accordance with the O.S.H.A. and its amendments, and all Department of Transportation (D.O.T.) safety standards, including but not limited to wearing safety glasses, safety vests, traffic notification, placement of traffic cones, and all pertinent landscape standards. The Successful Bidder shall be required to have an M.O.T. certified person on site at all times when workers are physically parked, standing or working in the roadways within City limits.

B. 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.

ST AUGUSTINE GRASS: Mow only with a rotary mower for a total of 36 cuts per year (6 months at 3 cuts per month, and 6 months at 4 cuts per month) or as scheduled by the City's authorized designated representative. 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 36 cuts per year (6 months at 3 cuts per month, and 6 months at 4 cuts per month) or as scheduled by the City's authorized designated representative. The cutting height shall be a minimum 3-1/2" to a maximum of 4" above soil.

BERMUDA GRASS (Athletic Fields): Mow only with a reel type mower a minimum of 80 times per year. The cutting height shall be a minimum of 5/8" to a maximum of 1" above soil level. One application of overseeding with a rye grass blend shall be included at the Successful Bidder's expense.

C. 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. Weedeating shall be done with every cut and be completed before blowing of the cut areas. Weedeating of lake lines to the water edge shall be done with each cut. Weedeating 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.

D. SHRUBS TREES AND PALM MAINTENANCE

The Successful Bidder shall ensure all shrubs and ground cover material are pruned a minimum of once 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, thin, and trim all trees 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. 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. Tree 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.

E. FERTILIZATION

The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil test result, 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. The Successful Bidder shall have the soil tested a minimum of three times yearly prior to any applications to determine required additives, and more often if necessary to diagnose problem areas.

ST. AUGUSTINE GRASS: St. Augustine turf shall be fertilized four times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and the result of soil analysis. The approximate N, P, K ratios should be:

Fertilization Schedule

| GRASS TYPE | QUANTITY | RATIO | SCHEDULE |
|---------------|-------------------------------|---|---------------|
| St. Augustine | 1lb of N/1000 per square foot | N, P, K 5:2:1 with a post-emergent weed control | Once per year |
| St. Augustine | 1lb of N/1000 per square foot | N, P, K 10:1:2 with insecticide | Once per year |
| GRASS TYPE | QUANTITY | RATIO | SCHEDULE |

| | | | |
|----------------------|---|---------------|--|
| St. Augustine | 1lb of N/1000 per square foot | N, P, K 3:1:3 | Once per year |
| St. Augustine | 1lb of N/1000 per square foot | N, P, K 5:2:1 | Once per year |
| Bahia Grass | 1 lb. of N/1000 per square feet | N, P, K 3:1:3 | 4 times per year |
| Shrub & Ground Cover | 1 ½ to 3 lbs N/100 per square feet | N, P, K 3:1:2 | 3 times per year (Spring, Summer and Fall) |
| Trees & Palms | 1 lb per inch of tree diameter, but no more than 8 lbs of fertilizer per tree | N, P, K 4:1:4 | Provided by City's authorized representative |

BERMUDA GRASS: Bermuda turf shall be fertilized 16 times per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratios shall vary with the time of year of the application and the result of the soil analysis. The approximate N, P and K ratios should be:

- Four applications of a 4:1:2 ratio
- Four applications of a 4:1:7 ratio
- Four applications of a 2:1:1 ratio
- Four applications of a 3:1:3 ratio

BAHIA GRASS: Bahia grass turf shall be fertilized twice per year at a rate of 1 lb. of N/1000 square feet. The N, P, K ratio should be 3:1:3.

Shrubs & Ground Cover: The fertilizer for all planted shrubs and ground cover shall meet appropriate horticultural standards with an N, P, K ratio of 3:1:2, unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble organic source. All shrubs and ground covers shall be fertilized by broadcasting by hand over the beds three times per year. Fertilizer should be applied in the spring, summer and fall at 1 1/2 to 3 lbs. N/100 square feet. The Successful Bidder shall establish a program that will fertilize all shrubs and ground cover, describing the type of fertilizer required for each type of plant and the time of year this work will be undertaken. A fertilization schedule shall be submitted to the City's representative not less than one month prior to application. Any plants damaged by over-fertilization shall be replaced at the Successful Bidder expense. Changes in fertilization rates, methods and composition must be approved by the City's representative in writing.

Trees & Palms: The fertilizer for all planted trees shall meet proper horticultural standards with an N, P, K ratio of 4:1:4, unless soil conditions or plant species dictate differently. At least 60% of the nitrogen must be from a non-water soluble source. Concentrated slow-release fertilizer tablets may be used on trees if approved by the City's representative. Trees and palms shall be fertilized twice yearly, spring and fall, in the following amounts: one pound of fertilizer per inch of tree diameter, but no more than eight pounds of fertilizer per tree. The Successful Bidder shall establish a program that will fertilize all tree and palms, describing the type of fertilizer required for each type of plant and the time of year this Work will be undertaken. The fertilization schedule shall be provided to the City's representative not less than one month prior to application. Any trees damaged by over fertilization or by the use of the wrong type of

fertilizer shall be replaced at the Successful Bidder's expense. Changes in fertilization rates, methods and composition must be approved by the City's representative in writing.

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 Successful Bidder shall control or eradicate infestations by chewing or sucking insects, leaf miners, fire ants and other pests and disease by spraying affected plants with chemical sprays and combinations of sprays suitable for that particular pest when the infestation or infection becomes evident and as often thereafter as necessary. The Successful Bidder 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. One blanket application of insecticide in granular form shall also be included for all turf areas on an annual basis. Insects in Bermuda grass shall be controlled by both curative and preventative measures. Timing will be critical on mole cricket applications and frequencies or application will be as needed to successfully control their infestations. Nematode samples will be taken at least two times per year and action shall be taken per the recommendation of the IFAS lab results to control the populations. This lab report shall be submitted to the City's representative for review as soon as it is received.

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 as follows:

- Core aeration a minimum of twice per year
- Verticut once per year

- Spiking (slicing) once per year
- Topdressing two times per year
- All materials shall be provided by the Successful Bidder expense.

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.

K. IRRIGATION

The Successful Bidder shall be responsible for the operation and maintenance of the automatic irrigation system, and for setting and adjusting the time clocks to insure proper watering of all plant material and turf in the landscaping.

The Successful Bidder shall be responsible for the labor and supervision to make all irrigation repairs to all irrigation lines, including main lines, all valves, risers and sprinkler heads as required to keep the system operating. Major repairs to pumps and intake piping shall be reimbursed by the City with prior approval.

Reimbursable repair Work shall require authorization by the City's designated representative prior to commencement.

Prior to the commencement of the maintenance program, the Successful Bidder shall have 45 days from the start of the Contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The Successful Bidder shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

Time clocks shall be checked once a week or as may be required. The Successful Bidder shall, at least once per month, fully operate all the irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Successful Bidder's operation shall be replaced with the same equipment and by the same manufacturer unless otherwise approved by the City's authorized designated representative.

The irrigation shall be capable of providing 1 1/2" of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The system shall be adjusted during the various seasons. The Successful Bidder shall be required to make all repairs within a minimum 24 hour time period or sooner as directed by the City's representative. Any form of damage to the irrigation system must be reported to the City's

authorized designated representative immediately upon discovery.

Irrigate as necessary during periods of little or no rainfall using the automatic irrigation system and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Supplemental watering may require a large portable watering tank, impact sprinklers or additional hose, to be supplied by the Successful Bidder.

A written irrigation schedule shall be provided by the Successful Bidder to the City's authorized designated representative. The Successful Bidder shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Successful Bidder.

3-4 HAZARDS

The Successful Bidder shall inform the City's authorized designated representative of any immediate safety hazards or vandalism (including graffiti) upon discovery in the field. The Successful Bidder shall be responsible for removing the graffiti or by using matching paint within 24 hours. The Successful Bidder shall fill any holes found constituting a hazard. Minor fence repairs in a maintained facility that present a safety issue (missing fence ties, loose fabric, loose horizontal or vertical posts, etc.) shall be immediately repaired by Successful Bidder.

3-5 GUARANTIES

No guaranties or warranties are given or implied by the City as to the total amount that may or may not be awarded in any given Bid. These quantities are for bidding purposes only and will be used for tabulation and presentation of the bid. The City reserves the right to reasonably increase or decrease quantities as required.

3-6 COMMUNICATION

The Successful Bidder shall notify the City's authorized designated representative after each task is completed by an email notification. This includes mowing of turf, irrigation inspections and/or repairs, tree, shrub, and palm maintenance, fertilizing, and any additional duties requested by the City's authorized designated representative.

3-7 HURRICANE PREPAREDNESS

The Successful Bidder shall be responsible for implementing all necessary course of action needed to secure maintained facilities in the event of any severe weather situations. The Successful Bidder shall follow all guidelines found in the City's Hurricane Preparedness Information Guide. The Successful Bidder, upon notice from the City's authorized designated representative, shall be responsible for lowering and securing all ball barrier netting, and windscreens.

3-8

FEES & COSTS

1. 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.

3-9

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.

3-10

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.

END OF SECTION

SECTION 4

AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

_____.

FOR GROUNDS FULL MAINTENANCE SERVICES

This Agreement (or "Contract") is entered into this ____ day of _____, 2019, 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 Bid No. 19-012 for GROUNDS FULL MAINTENANCE SERVICES; 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 _____, 2019, 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. 19-012 ("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

Contractor shall be paid a total not to exceed _____ (\$_____) for Work completed under this Agreement. 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 commence upon the date this Contract is executed by both parties and shall run for two years, 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 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:

City Manager
City of Miramar
2300 Civic Center Place
Miramar, Florida 33025
Telephone: (954) 602-XXX
Facsimile: (954) 602-XXXX

With A Copy to:

Jamie A. Cole, Esq.
City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 East Broward Boulevard, Suite 1900
Fort Lauderdale, Florida 33301
Telephone: (954) 763-4242
Facsimile: (954) 764-7770

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
SCRUTINIZED COMPANIES.

- A. 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.
- B. 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.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As 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 17
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 18
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 19
SURVIVAL

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

SECTION 20
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.

SECTION 21
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.

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.

CITY

ATTEST:

CITY OF MIRAMAR

City Clerk

By: _____
Vernon E. Hargray, City Manager

This day of _____, 201_.

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

City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.

CONTRACTOR

WITNESSES:

Print Name: _____

By: _____

Print Name: _____

Date: _____

**SECTION 5
BID COVER SHEET – IFB 19-012**

| | |
|--|--------------------------------|
| 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: _____ | |
| 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.)**

FIELD TURF/LANDSCAPE MAINTENANCE

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

GRAND TOTAL

\$ _____

ADD ALTERNATE

ADD ALTERNATE NO. 1 PARK OPERATIONS

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

ADD ALTERNATE NO. 2 FIELD TURF/LANDSCAPE MAINTENANCE

| PARK NAME | LOCATION | ACREAGE | |
|----------------------------|------------------------------------|---------|--------------|
| CP-44 ANSIN SPORTS COMPLEX | 10801 MIRAMAR BLVD | 4.00 | ANNUAL COST: |
| CP-36 VIZCAYA PARK | 14200 S.W. 55 TH STREET | 8.00 | ANNUAL COST: |
| TOTAL | | | \$ _____ |

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
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)**

**REFERENCE QUESTIONNAIRE (5 required)
(To Be completed by Offeror'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 Landscape Maintenance? | | |
| 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"**

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)
) ss:
County of)

_____, 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 12
NON-COLLUSIVE AFFIDAVIT (CONTINUED)**

Signed, sealed and delivered
in the presence of:

Witness By: _____

Witness _____
(Printed Name)

(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 _____, 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.

WITNESS my hand and official seal 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 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 / SITE ENGINEERING 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.

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 is certified by the Broward County Office of Economic Development and Small Business Development.

Business is claiming the CBE/SBE Preference _____

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

Business is claiming the Miramar Local Business Preference _____

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

- Business is domiciled within City limits, complies with all City licensing requirements and is current on all taxes.
- Business is located outside of the City and employs a minimum of 10 full time equivalent ("FTE") City residents or City residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger.

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

END OF DOCUMENT

SECTION 15

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

| | | |
|--|--|--|
| Print or type See Specific Instructions on page 2. | Name | |
| | Business name, if different from above | |
| | Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor | <input type="checkbox"/> Corporation |
| | <input type="checkbox"/> Partnership | <input type="checkbox"/> Other ▶ |
| | <input type="checkbox"/> Exempt from backup withholding | |
| Address (number, street, and apt. or suite no.) | | Requester's name and address (optional) |
| City, state, and ZIP code | | City of Miramar 6700 Miramar Parkway Miramar, FL 33023 |
| List account number(s) here (optional) | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| | | | | |
|---|--|--|--|--|
| Social security number | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> </tr> </table> | | | | |
| | | | | |
| or | | | | |
| Employer identification number | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> <td style="width: 25px; height: 15px;"> </td> </tr> </table> | | | | |
| | | | | |

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. person (including a U.S. resident alien).

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 on page 4.)

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.



IFB-19-012
Grounds Full Maintenance Services

Closing Date: 8/15/2019 at 2:00 P.M.

| Company Name | Base Bid Amount | Add Alternate No. 1 Park Operations | Add Alternate No. 2 Field Turf Maintenance |
|---|-----------------|--|---|
| Calvin Giordano & Associates, Inc. | \$352,855.65 | \$369,633.00 | \$160,711.35 |
| Brightview | \$77,002.27 | \$264,179.00 | \$30,018.13 |
| VisualScape, Inc. | \$233,158.00 | \$339,620.00 | \$112,620.00 |
| Superior Landscaping & Lawn Service, Inc. | \$357,079.00 | \$437,380.00 | \$144,032.00 |
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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.

Adriel Brown

Opened by: _____