

INVITATION TO BID

STREET SWEEPING SERVICES

ITB No. 2019-12



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Nelson Rodriguez
Councilmember Carlos Alvarez
Councilmember Jeffrey Rodriguez
Councilmember Joshua Dieguez
Councilmember Luis Collazo
Councilmember Marilyn Ruano**

Edward Pidermann, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Date Advertised	March 7, 2019
Bids Due	3:00PM, March 28, 2019

Street Sweeping Services
ITB 2019-12

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SECTION A. NOTICE TO BIDDERS

ITB Name: Street Sweeping Services
ITB No.: 2019-12
Bids Due: 3:00PM EST, March 28, 2019

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide street sweeping services ("Services"). The Town is seeking an experienced contractor with the right combination of price, qualifications, and experience to help ensure that the Town will have a contractor who can provide this service successfully and with minimal issues.

Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a CD-ROM or Flash Drive. Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 3:00 PM on March 28, 2019**, at which time the Bids will be opened.

General Instructions:

Bidders must carefully review all the materials contained herein and prepare their Bids accordingly. The detailed requirements set forth below will be used to evaluate the Bids and failure of a Bidder to provide the information requested for a specific requirement may render their Bid non-responsive and will result in rejection.

Copies of the ITB will only be made available on the Town's website, Public Purchase, and the Onvia DemandStar ("DemandStar") website. Copies of the ITB, including all related documents can be obtained by visiting the Town's website at <http://www.miamilakes-fl.gov/>, under Current Solicitations on the Procurement Department page, on Public Purchase at www.publicpurchase.com, or on DemandStar's website at www.demandstar.com. If you use Public Purchase or DemandStar, it is strongly recommended that you register with them to receive notifications about this solicitation.

Minimum Requirements to Submit a Response:

To be eligible for award, bidders must:

1. Have been in business providing street sweeping services for a minimum of five (5) years prior to the bid deadline;
2. Demonstrate through client reference letters the successful completion of at least three (3) street sweeping contracts of similar size scope and complexity with other public entities within the last five (5) years; and
3. Own or rent an industrial and municipal sized sweeper with the capacity to collect and transport debris in accordance with Section D1(2) of the ITB.

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

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits certain communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. **Any questions concerning the substance of this or any other solicitation advertised by the Town must be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. No other communications, oral or otherwise, will be accepted.** Failure to comply with the Cone of Silence may result in the rejection of a

Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications, or graphic representation included as part of the Contract.

17. **Field Directive** means a written directive to effect changes to the Work, issued by the Project Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
21. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
22. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
23. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.
24. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
25. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
26. **Responsible Bidder** means a Bidder who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
27. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
28. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
29. **Substantial Completion** means that point at which the Project is at a level of completion in substantial compliance with the Contract Documents and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
30. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
31. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
32. **Unbalanced Bid** means pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders.
33. **Work** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section B. All Bids must be typewritten or filled in with pen and ink and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 ESTIMATED QUANTITIES

The quantities stated on the Bid Form are solely estimates of what the Town anticipates its needs are for the initial year of the Contract. The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

B2.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

B2.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

B2.06 BID PREPARATION COSTS AND RELATED COSTS

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

B2.07 QUALIFICATION OF BIDDERS

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

B2.08 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.09 INTERPRETATIONS AND CLARIFICATIONS

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

B2.10 POSTPONEMENT OF BID OPENING DATE

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

B2.11 ACCEPTANCE OR REJECTION OF BIDS

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

(i) Unbalanced Bids

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

B2.12 WITHDRAWAL OF BID

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

B2.13 OPENING OF BIDS

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

B2.14 LOCAL PREFERENCE

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

B2.15 TIE BIDS

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

B2.16 AWARD OF CONTRACT(S)

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

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and

conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.17 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at <http://www.miamilakes-fl.gov>.

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the

response to the solicitation and must identify the data or other materials to be protected by separate envelope and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 GENERAL REQUIREMENTS

C1.01 GENERALLY

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

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

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

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

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

C1.02 RULES AND REGULATIONS

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

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

C1.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Project Manager.

C1.04 SUBCONTRACTORS

Subcontracting any of the work under this contract is strictly prohibited without the prior written consent of the Town Manager. It is the Town's intention that Contractor self-perform all the work required herein, and that subcontracting is utilized only under extenuating circumstances.

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

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

Bidders that will be using a temporary labor company to provide staffing for the Project must complete the Leased Employees Affidavit Form and include it with their Bid. Failure include this form may result in the Bid being rejected as non-responsive.

C1.05 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

C1.06 AUTHORITY OF THE PROJECT MANAGER

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

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

The Project Manager and/or designee shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Project Manager or designee.

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

All interpretations and recommendations of the Project Manager and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Project Manager and/or designee will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Project

Manager owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

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

C1.07 INDEPENDENT CONTRACTOR

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

C1.08 THIRD-PARTY BENEFICIARIES

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

C1.09 ASSIGNMENT OR SALE OF CONTRACT

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

The Contractor must notify the Project Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

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

C1.10 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

C1.11 APPLICABLE LAW AND VENUE OF LITIGATION

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

C1.12 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

C1.13 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

C1.14 CONTRACT DOCUMENTS CONTAIN ALL TERMS

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

C1.15 ENTIRE AGREEMENT

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

C1.16 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C1.17 PRIORITY OF PROVISIONS

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

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

C1.18 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C1.19 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available on the Town's website.

C1.20 VEHICLES & EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion of the Work.

C1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

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

C1.23 TAXES

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

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

C1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

C1.25 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor.

In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

C1.26 COMPLIANCE WITH APPLICABLE LAWS

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

C1.27 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

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

C1.28 NOTICES

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

For Town:

Mr. Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
pidermanne@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@gastesi.com

For Contractor:

Christian Infante
President
SFM Services, Inc.
9700 NW 79th Avenue

Hialeah, FL 33016
cinfante@sfmtservices.com

Space intentionally left blank

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

C2 INDEMNITY & INSURANCE

C2.01 INDEMNIFICATION

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

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

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

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

C2.02 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

C2.03 DEFENSE OF CLAIMS

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

C2.04 INSURANCE

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

a. *Worker's Compensation and Employer's Liability Insurance:*

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

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(1st) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(2nd) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

- (3rd) CGL Required Endorsements:
- a) Employees included as insured
 - b) Contingent Liability/Independent Contractors Coverage
 - c) Contractual Liability
 - d) Waiver of Subrogation
 - e) Premises and/or Operations
 - f) Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g) Loading and Unloading
 - h) Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. *Certificate of Insurance*

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

e. *Additional Insured*

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

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

C3 PUBLIC RECORDS

C3.01 ACCESS, REVIEW AND RELEASE OF RECORDS

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

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

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

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

C4 CONTRACT MODIFICATION AND DISPUTE PROCESS

C4.01 CHANGE ORDERS

Without invalidating the Contract Documents, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

C4.02 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two (2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

C4.03 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Project Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Project Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Project Manager may require the Contractor to furnish such additional information or documentation, as the Project Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Project Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Project Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Project Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article C4.04, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

C4.04 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article C4.05.

Failure of Contractor to comply with Article C4.05, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

C4.05 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C4.03 and C4.04 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article C1.26 within the timeframe established in Article C4.04, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional

documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

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

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles C4.03, and Article C4.04. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

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

C4.06 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

C4.07 FRAUD AND MISREPRESENTATION

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

C4.08 STOP WORK ORDER

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

1. Cancel the Stop Work Order; or

2. Terminate the Work covered by such order as provided in Article C5.03, Termination for Convenience.

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

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

C4.09 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

C4.10 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

C4.11 CONTRACT EXTENSION

The Town reserves the right to extend the contract past the then-current term, including any exercised options to renew, for a period of up to ninety (90) days in the event that a subsequent contract has not yet been awarded. Additional extensions beyond the initial 90 days may occur as-needed by the Town and as mutually agreed upon by the Town and the Contractor.

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

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

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

C5.02 CONTRACTOR DEFAULT

a. *Event of Default*

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

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

b. *Notice of Default – Opportunity to Cure*

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

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

c. *Termination for Default*

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

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

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

C5.03 TERMINATION FOR CONVENIENCE

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

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice (“the Effective Date”);

1. Take such action as may be necessary for the protection and preservation of the Town’s materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town’s liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

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

C5.04 REMEDIES AVAILABLE TO THE TOWN

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

C5.05 FUNDS AVAILABILITY

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

C6 PAYMENT PROCESS

C6.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town’s Contractor Payment Application (“Invoice”) for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at https://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&Itemid=358.

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

The Contractor will be compensated based on actual Work performed at the prices specified in Contractor's Bid Form.

The acceptance payment for an invoice constitutes a waiver of all claims by Contractor related to the work covered by that invoice, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of invoicing.

C6.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C6.03 LINE-ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable expenses as stated in Article C6.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C6.04 LINE-ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the ~~to~~ determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C6.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C6.06 REIMBURSIBLE EXPENSES

Certain Project expenses may or will not be known at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

1. All Town controlled roads must be cleaned on a bi-weekly basis. The Work shall also include curb and/or gutter or swale roads. The entire cross section of the road must be swept, including any turning lanes, which are either in the middle or side of the cross section. Sweeping shall consist of the collection and removal of paper, leaves, and other visible debris that collects in the gutter, the road, or along the curb.
2. The Contractor shall only use sweepers of industrial and municipal size with the capacity to collect and transport debris. All street sweeper(s) must be equipped with a fully functional water spraying system to control dust at all times. The equipment shall have mounted flashing amber lights with a three hundred sixty (360) degree visibility, visible for a minimum of one (1) mile and must otherwise comply with the requirements of Florida Statutes Chapter 316 State Uniform Traffic Control. Sweeper must also have a fully functional arrow board.
3. Should a breakdown in equipment occur during the performance of the Work, the Contractor shall notify the Project Manager in writing within two (2) hours and make arrangements to provide a replacement street sweeper within forty-eight (48) hours to continue the Work. Contractor shall have a backup street sweeper immediately available to dedicate to this Contract in the event that the primary street sweeper requires repairs or maintenance or is otherwise unavailable.
4. The removal, hauling, and disposal of the debris collected during street sweeping shall be the sole responsibility of the Contractor and shall be done in accordance with all applicable federal, state, and local laws, rules, and regulations. All dump tickets must be provided with the Contractor's monthly invoices. All costs associated with disposal including transportation, tipping/disposal fees are the sole responsibility of the Contractor.
5. Contractor shall not flush or dispose of any fuels, oils, solvents, water or debris from the street sweeper down or into any outfall, drain, catch basins, or other sewer/drainage outlet. Should it be determined that the Contractor has done so, the first instance will result in a reduction in payment of five hundred dollars (\$500). Subsequent instances will result in a reduction in payment of one thousand dollars (\$1,000) for each occurrence. Contractor may also be subject to fines from DERM for such actions. The Contractor shall also be in default of its contractual obligations should such actions occur.
6. Contractor shall generate monthly reports that include, at a minimum, the tonnage swept and disposed from each street. This monthly report must be submitted with Contractor's monthly invoice.
7. Contractor shall equip its vehicles with a GPS unit that is capable of recording the locations that work is performed. This recording should be continuous, providing a record of where each vehicle is at any given time while performing the work. The digital files containing this GPS data shall be submitted to the Town with Contractor's monthly invoice on a monthly basis. In addition to the GPS data, the following data is required to be captured and provided:
 - Date
 - Start time
 - End time
 - Driver's name
 - Street sweeper number

8. In addition to the requirements stated in Article C6.01, Contractor must include with the submission of its invoices the following documentation: (1) dump tickets for all work covered by the invoice, (2) monthly report, and (3) GPS digital files. Failure to submit any of the required documentation may result in the rejection of an invoice. In the event an invoice is rejected, the Contractor shall be required to resubmit the invoice with the required documentation. The Contractor acknowledges and agrees that the failure to provide required documentation will result in a delay in processing payment.
9. The approximate lane mileage for the Town is as follows:
 - 4.5 miles of 2 lane curbed road
 - 0.2 miles of 3 lane curbed road
 - 6.7 miles of 4 lane curbed road
 - 2.23 miles of 2 lane non-curbed road
 - 0.25 miles of 3 lane non-curbed road

10. Areas with On-Street Parking

In areas with on-street parking, the Contractor shall use blowers or any other means to remove debris where vehicles are parked. The Contractor shall provide at least forty-eight (48) hours' notice of scheduled services so Town can communicate with adjacent property or vehicle owners to facilitate street sweeping activities. The cost of blowers or additional equipment shall be included in the bid price.

D2 CONTRACT TERM

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

D3 TIME FOR PERFORMANCE OF THE WORK

Sweeping times shall be determined by the Contractor, subject to the written approval and modification of the Project Manager prior to the commencement of Work under the Contract. However, no sweeping shall occur during rush hour times, which are 7:30 am through 9:00 am and 4:00 pm and 6:30 pm, Monday through Friday.

D4 PAYMENTS

Payments shall be based on invoices submitted on a monthly basis for Work performed in the previous month. Contractor shall be paid for actual lane miles cleaned and accepted by the Town. The Town will not issue any payments based on a statement of accounts. Any reductions in the amount paid to the Contractor shall be done in accordance with Articles 4.5 of the Contract. All payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act.

D5 PAYMENT REDUCTIONS

Any length of roadway that is found to have more than 25 pounds of debris in a distance of 1300 feet shall be considered as not meeting acceptable standards. Contract shall either redo the Work or a

reduction shall be assessed in accordance with cost per mile stated in the Bid Form, based on the prorated cost for the total number of feet not meeting acceptable standards.

D6 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW REGULATIONS"

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) 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 local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Contractor shall provide to provide a complete set of Material Safety Data Sheets to the Project Manager prior to utilizing. This information must be provided prior to the use of any such materials, or supplies.

For additional information on the Federal Right to Know Regulation, contact OSHA at www.OSHA.gov or call (954) 424-0242.

D7 MAINTENANCE AND REPAIR OF VEHICLES

Contractor's street sweeper shall be in good repair, free from leaking fluids, and properly registered and licensed. The Town may require the repair or replacement of any street sweeper that does not meet these requirements or is determined by the Project Manager not suitable for use. All street sweepers shall be painted uniformly, contain the Contractor's name, business telephone number and the number of the vehicle in legible numbers of a size that is easily viewable.

D8 VEHICLE SIGNAGE

The Town may provide up to two magnetic signs to be place on the street sweeper(s) during the period they are in service for the Town. The signs shall remain the property of the Town and must be returned upon completion of the Contract. No external advertising shall be place on the street sweeper(s) by the Contractor.

D9 PERSONNEL REQUIREMENTS/QUALIFICATIONS

D9.01 GENERAL

The Contractor shall manage the total Work effort associated with the Work required to assure fully adequate and timely completion of these Work in accordance with the Contract. Such management includes, but is not limited to: planning, scheduling, report preparation, establishing and maintaining records and quality control. The Contractor shall provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision.

D9.02 Supervisor

The Supervisor shall have **full authority** to act for the Contractor on all matters relating to the daily performance of the Work at the Facilities. The Field Supervisor shall be the central point of contact in the field with the Town; and, shall effectively communicate in English. The Field Supervisor must

understand and be able to fulfill, completely and clearly, the Services and reporting requirements of the Contract.

D9.03 Personnel Qualifications

The Contractor shall furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals shall be authorized to work under this Contract. The Contractor shall submit to the Project Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract who have passed the background check. The list shall be updated immediately when changes occur.

D9.04 Standards of Conduct

The Contractor shall maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and shall take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town.

D9.05 Alcohol and Controlled Substances

Contract employees shall not possess, distribute, consume, use or cause to be used any controlled substance or alcohol during the performance of the Work. Any Contractor under the influence of alcohol or a controlled substance shall not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article shall not relieve the Contractor of the requirement to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

D9.06 Employee Safety Requirements

The Contractor shall require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators shall wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. shall be operated within the safety parameters defined by OSHA. Equipment shall be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

D9.07 Employee Training/Operating of Equipment

The Contractor shall ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, lifts, etc. and shall maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. In addition, all employees must be trained on acceptable work practices and all OSHA safety procedures. The Contractor shall provide training to all employees, at Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. All safeguards must be in place and operational at all times.

Employees shall not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Facility for repeated violations. Smoking is also prohibited while on Town property including in the Town parks.

D10 ADDITIONAL SERVICE

The Contractor shall after hours, Additional Service seven (7) days a week to the Town under the Contract. Additional Service response time and time for performance shall be coordinated between the Contractor and the Project Manager.

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2019-12 made this 23rd day of May in the year 2019 in an amount not to exceed \$ 152,786 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Services, Inc., hereinafter called the "Contractor."

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

Attest:
By: [Signature]
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES
By: [Signature]
Edward Pidermann, Town Manager

Legal Sufficiency:
By: [Signature]
Raul Gastesi, Town Attorney

Date: 5/23/2019

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Services, Inc.
(Contractor's Name)

By: [Signature]

By: [Signature]
Name: Christian Infante
Title: President
Date: 5-16-19

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

CORPORATE RESOLUTION

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

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

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

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

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

DATED this 16 day of May, 20 19.

[Signature]
Corporate Secretary

(Corporate Seal)



EXHIBIT A
ROUTE MAP

Legend

Red: sample route

Yellow: areas with on-street parking



EXHIBIT B
BID FORM

3. BID Pricing & Forms

SECTION E. BID FORM

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

9700 N.W. 79 Avenue, Hialeah Gardens, FL 33016, submitted on 03/28/2019
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2019-12 for

Street Sweeping Services

(Solicitation Title)

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

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

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

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

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

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

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or

Street Sweeping Services

Bid No. 2019-12

competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

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

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

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

[SPACE INTENTIONALLY LEFT BLANK]

BID PRICE

<u>Item No.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Quantity (Lane-Mile)</u>	<u>Total Cost</u>
1	Swept Lane-Miles	\$ 24.00	6,120*	\$ 146,880.00
2	Lane-Miles with On-Street Parking	\$ 35.00	672**	\$ 23,520.00

*Number is an estimate of lanes miles based on 51 lane miles per cycle, 24 cycles a year for five (5) years.

**Number is an estimate of lanes miles with on-street parking based on 5.6 miles per cycle, 24 cycles a year for five (5) years.

Firm's Name: SFM Services, Inc.

SSN or Federal ID No.: 59-2766887 Telephone No.: 305.818.2424

E-Mail Address: cinfante@sfmtservices.com Facsimile No.: 305.818.3510

Town/State/Zip: Hialeah Gardens, FL 33016

Printed Name/Title: Christian Infante, President Signature: 

Street Sweeping Services

Bid No. 2019-12

EXHIBIT C
CONTRACTOR'S SUBMITTAL



**Proposal for
Town of Miami Lakes
ITB No.: 2019-12**

Due: March 28th, 2019 at 3 p.m.



“Street Sweeping Services”



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Tuesday, March 26, 2019

Letter of Intent

Edward Pidermann, Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

Dear Mr. Pidermann,

SFM Services, Inc. appreciates the opportunity to submit a proposal in response to ITB 2019-12 "Street Sweeping Services" for the Town of Miami Lakes. SFM has proudly serviced the Town of Miami Lakes with various services throughout the years and we'd like to take the time to thank the Town for such a successful partnership. Currently, SFM is the prime contractor for street sweeping services as well as litter control throughout the town. Enclosed you will find information on our firm that will demonstrate why SFM is still the right choice!

SFM Services is a locally headquartered one-stop shop for municipalities or businesses to outsource the necessary services to maintain a clean and safe environment for its citizens and business community. SFM currently has numerous similar clients where street sweeping services are provided. Some of current and past clients are:

- City of Doral
- City of Miami Springs
- Town of Miami Lakes
- Dragados USA
- Town of Cutler Bay
- FDOT District 6 & 4
- City of West Park

As demonstrated above, SFM has the experience and resources to handle all of the Town's sweeping service needs. Our company has the vast experience, talent and practices of a large firm, but the service and area knowledge of a local company dedicated to its client and client needs.

We look forward to continuing our partnership with the Town of Miami Lakes and its staff. If there are any questions regarding this ITB, please feel free to contact me directly at 305.525.9442.

Respectfully Submitted,

Christian Infante

Christian Infante
President



1. Firm Qualifications

SFM Services has well over 15 years of experience providing Street Sweeping Services to entire cities throughout South Florida. We have an efficient team of sweepers that understand the specific needs of our client's business and industry. Aside from maintaining the beautiful clean appearance of the Town's roads, our street sweeping services helps to remove dirt and debris from the streets that would otherwise end up in the Town's storm drain system. Our sweeping techniques reduce the amount of toxic pollutants from reaching the water systems through storm water runoff. Unsightly litter is removed, which inhibits people from carelessly throwing out trash from their vehicles and helps maintain the cleanliness.



SFM Services is a facilities maintenance company that offers business owners, property managers, healthcare facilities, government municipalities, educational institutions and large venues, a one-stop shop for Janitorial, Landscape and Security Service needs. Rather than deal with separate national firms, SFM Services offers its customers one company to work with and one local phone call to make.

If you are looking for a company that is cost efficient, timely and offers exemplary service in street sweeping, then SFM Services is the solution. We are a local and family-owned business that has operated in South Florida since 1972. Run by the leadership team of founder and patriarch, Jose Infante, and his son, Christian, SFM Services is a local company with a wealth of experience and a long list of services.

Our clients include major institutions such as: Baptist Health Systems, municipalities like the City of Coral Gables and major events like the Ultra Music Festival and the Dade County Youth Fair.

Benefits of Hiring SFM Services:

- ✓ Over 750 employees in Miami-Dade County
- ✓ SFM ownership is directly involved
- ✓ SFM headquarters is less than 10 minutes away from the Town of Miami Lakes
- ✓ Owns large fleet of street sweepers
- ✓ MOT Certified
- ✓ Experience managing public areas & venues
- ✓ Equipped for Hurricane Clean Up
- ✓ Experience cleaning up after large crowds

References



Town of Cutler Bay
Yenier Vega
305.234.4262
Contract Period: 2013 to Present



City of Doral
Carlos Arroyo
305.593.6740
Contract Period: 2006 to Present



City of Miami Springs
Tom Nash, Public Works
305.805.5170
Contract Period: 2004 to Present



FDOT District 4
Chi-yu Sheu, Inspector
954.958.7634
Contract Period: 2011 to Present



Town of Miami Lakes
Tony Lopez, Town Manager
305.364.6100
Contract Period: 2012 to Present

➤ **ADDITIONAL REFERENCES ARE AVAILABLE UPON REQUEST.**



Carlos Arroyo
Assistant Public Works
Director/Chief of
Construction

March 19, 2019

SFM Services, Inc.
9700 NW 79 Avenue
Hialeah Gardens, FL 33016

Ref: City of Doral Letter of Reference

Dear Mr. Infante,

SFM Services, Inc. has performed Street Sweeping Services for the City of Doral since 2008. The services that we have received as of today meet the expectations of our residents and staff. It is fully realized that on occasions you have gone over and above that of which was expected of you in your efforts to provide the best possible service to the City of Doral. The City wishes to thank you and your team for the services you have provided since 2008 and we look forward to our continuous partnership.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Carlos Arroyo
Assistant Public Works Director/Chief of Construction

8401 Northwest 53rd Terrace • Doral, Florida 33166 • (305) 593-6725
www.cityofdoral.com



We Care
Est. 1961

March 25, 2019

Subject: Reference Letter for SFM Services, Inc.

To Whom It May Concern,

Please accept this letter of reference for SFM Services, Inc. This contractor has been a valued vendor for the City of Lauderdale Lakes, FL for more than five years and has performed in an excellent manner. Services provided by SFM Services, Inc. included bus shelter litter control, which was valued at approximately \$23,000 annually and street sweeping, valued at \$17,460 annually.

In addition, the contractor provided great customer service and worked well with City staff.

If you have any questions, please feel free to contact Bobbi Williams, Purchasing Agent at 954-535-2816 or bobbwi@lauderdalelakes.org or Vince Richmond, Stormwater Administrator at 954-535-2815 or vincentr@lauderdalelakes.org.

Respectfully,

Bobbi J. Williams, MPA
Purchasing Agent

Lauderdale Lakes

4300 Northwest 36th Street, Lauderdale Lakes, FL 33319 • 954.535.2700 • www.lauderdalelakes.org



Office of the City Manager

W. Ajibola Balogun
City Manager

March 20, 2019

Christian Infante, President
SFM Services, Inc.
9700 NW 79th Avenue
Hialeah, FL 33016

RE: City of West Park - Street Sweeping

Dear Christian:

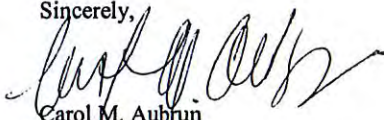
Please allow me this opportunity to thank you for the high quality service SFM Services, Inc. has been providing to the City of West Park. In 2016, the City piggy-backed off of the contract from the Town of Cutler Bay's RFP #14-01 for Municipal Street Sweeper Services. Since that time, the City has received consistent compliments from residents and business along the areas that are being swept by employees.

The street sweeping services allow us to adhere to federal and state regulations (National Pollutant Discharge Elimination System). In addition, your work performance has assisted with the removal of slum and blight, which helps to enhance the quality of life for the members of our community. Your team has thus far been successful in completing the scope of work for our City.

Needless to say, we are very appreciative of the level of service that you have been providing us. If you should have any questions, feel free to contact me via email at caubrun@cityofwestpark.org or phone 954-989-2688 ext. 211.

Thank you.

Sincerely,



Carol M. Aubrun
Programs & Services Manager

Cc: W. Ajibola Balogun, City Manager

1965 South State Road 7 West Park, FL 33023 ♦ Phone 954-989-2688 ♦ Fax 954-989-2684
www.cityofwestpark.org

Key Personnel



Jose Infante, Founder and Vice President has (40) years of experience in management and the service industry. Mr. Infante is qualified and experienced in all aspects of custodial and security services and currently oversees the finances for the firm. Mr. Infante holds a security manager license and attended U.M. and M.D.C.



Christian Infante, President of SFM Services has over twenty (20) years of experience in the janitorial industry and business management. Mr. Infante has a Bachelor's degree in Business Administration & Management from Florida International University (FIU), trained in Homeland Security and Bloodborne Pathogens. Mr. Infante has been directly involved in all phases of SFM Services' projects including assisting facilities prepare for JCAHO inspections in its medical accounts.



Joe Pinon, Chief Operating Officer. Mr. Pinon has (25) years of senior management experience in the public and private sector as an Assistant City Manager. As Assistant City Manager/Public Safety Director, he was in charge of the Police, Fire, Emergency Management, Property Management, and Public Works Departments in both, the City of Miami Beach and the City of Miami. Mr. Pinon is a certified instructor in Blood-borne Pathogens and Hospital Terminal Cleaning Procedures.



Pascale Lopez, Operations Manager. Mrs. Lopez oversees all janitorial operations for SFM including Planning, coordinating, and executing operational projects. She is an ISSA CITS certified master cleaner, has a thorough knowledge of modern practices and techniques, and tools, equipment and materials, used in custodial work and has a remarkable ability to direct, supervise and train subordinates in custodial maintenance. Strong ability to detect, analyze and take appropriate action to correct maintenance problems. She has helped hospitals prepare for JCAHO and AHCA inspections.



Alirio Alcala, Asset Manager. Mr. Alcala plans, directs, and coordinates the operation of all SFM fleet of vehicles and equipment. Some of his duties are: Preventive Maintenance to Equipment, Vehicles, Fuel Control & Management, & GPS Tracking Management.

Hiring Format

Described below is a detailed plan for hiring, retaining, and training that identifies the methods for ensuring SFM's staff, including management personnel, are maintaining industry standards in training and best practices.

SFM Services performs investigative background checks for all employees staffing our client's facilities. While performing investigative background checks which will include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry



SFM employees have employee history file in duplicates. Files contain health checks and annual TB Tests as well as all documented training and development to be in compliance with OSHA.

Employee I.D. & Uniforms

We realize the importance that a properly-identified employee can have in a public area. For this reason SFM provides uniforms that are easily identifiable and professional. Sanitation Ambassadors wear teal – colored t-shirts with our logo clearly visible on both sides. This color makes identification even easier. Shirts are made of a polyester-cotton blend that makes it easy for our cleaners to keep them clean. We issue three sets to each employee and mend or replace them as needed.



Should you wish a different type of uniform, we can provide shirts, slacks, windbreakers and parkas, all labeled with the SFM logo. By request, we can provide uniforms tailored to represent you, matching colors and logos.

Just as important as a clear, identifiable uniform is the identification card, that every SFM employee is provided and required to carry with them at all times during work hours.

SFM understands and enforces the need to have all personnel clearly identified. We want to make sure your tourists/visitors feel safe and that they always know who is working around them.



Our employee ID's serve 2 purposes:

1. To clearly identify SFM Services staff
2. To track each employee's time as a time card swipe system

Drug Free Workplace Program

Facts: The Drug-Free Workplace Act of 1988 is an act of the United States which requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a precondition of receiving a contract or grant from a Federal agency.



The goal of the Drug and Alcohol-Free Workplace program is to maintain public safety and to achieve a workplace that is drug and alcohol-free. The program is designed to improve the safety and security of the agency, its employees and the general public.

SFM's Drug-Free Workplace Policy sends a clear message that alcohol and drug use in the workplace is prohibited.

Objectives/ Goals

- To reduce drug use in the workplace
- To increase productivity
- To improve efficiency
- To reduce accidents in the workplace
- To deliver better customer service
- To demonstrate a more professional attitude and standard of conduct
- Encourage employees who have alcohol and or substance abuse problems to voluntarily seek help

To achieve these goals, SFM Services conducts:

- Initial and periodic safety training sessions
- Drug Abuse Awareness pamphlets
- Random Drug Screening of existing employees
- Alcohol and Drug screening in the event of work-related accidents
- Complete drug Screening of all job candidates prior to start of assignments
- Formal and informal counseling by trained supervisors



SFM is proud to participate in the National Drug Free Workplace Program.

2. Equipment

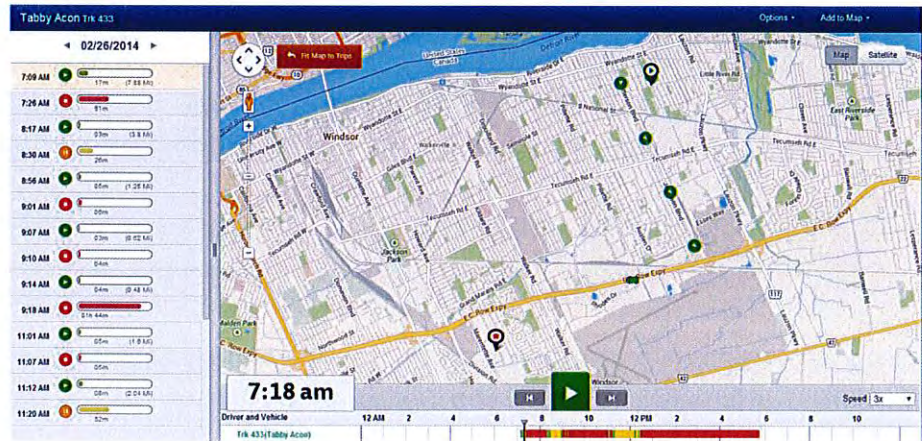


SFM is equipped with 4 Schwarze vacuum truck street sweepers and 2 Schwarze mechanical broom street sweepers. This equipment is available for The Town of Miami Lakes contract.

GPS System

SFM street sweepers have a GPS tracking system. This provides a report to clients that show when and where the truck swept. This can be sent to the City on a daily or monthly basis with the invoice for proper back up documentation. Aside from travel reports it also provides:

- ✓ Wasted fuel trend
- ✓ High speed driving
- ✓ Distance traveled
- ✓ Harsh driving
- ✓ Total idle time



Maintenance Program

SFM is headquartered in the City of Hialeah Gardens. SFM has 3 full time experienced mechanics on staff that can repair sweepers quickly. SFM is also equipped with a mobile unit that can perform roadside assistance to any street sweeper. This is how we guarantee your Town is clean. SFM mechanics also keep in stock extra parts to sweepers in our warehouse. Therefore, any repair can be taken care of quickly. Preventive maintenance is also performed to prevent down time of sweepers.

Safety Program

To assist in providing a safe and healthy work environment for employees, clients and students, SFM Services has established a workplace safety program. This program is a top priority for SFM Services. The Human Resources Department has the responsibility of implementing, administering, monitoring and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

When new employees are hired, they watch training videos with all safety procedures. Signed verification forms of them having seen a video before they start working is kept in their file. Several of SFM's management is also certified in Maintenance of Traffic

SFM Services provides information to employees about workplace safety and health issues through regular internal communications channels such as supervisor-employee meetings, bulletin board postings, memos or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe workplace practices and procedures to eliminate or minimize hazards.



Each employee is expected to obey safety rules and exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.



SFM has a Safety Committee Organization as a management tool to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. Management will give top priority to and provide the financial resources for the correction of unsafe conditions.

Employee Safety BBQ



Committed
to
Safety
Excellence



**Employee Safety BBQ raffle
winner!**



242 Days without an employee accident!!!

Safety Training



SECTION F. ATTACHMENTS

Form CQQ - Company Qualification Questionnaire

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

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

13+ years

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

Miami-Dade County LBT No. 6485858 08/29/18

City of Hialeah Gardens Business Tax Receipt No. BL18511 08/27/18

FSMSDC MBE No. FL02106 12/01/18

Miami-Dade County General Hauler's Permit No. 17121 03/15/19

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

2. Type of Company: Individual Partnership Corporation LLC Other

If other, please describe the type of company:

a. FEIN/EIN Number: 59-2766887

b. Dept. of Business Professional Regulation Category (DBPR): Certified General Contractor

i. Date Licensed by DBPR: 11/29/2007

ii. License Number: CGC1514564

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

01/09/1987

i. Date filed: 01/09/1987

ii. Document Number: M44559

d. Primary Office Location:

9700 N.W. 79 Avenue, Hialeah Gardens, FL 33016

e. What is your primary business? Street Sweeping Services
(This answer should be specific)

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

n/a

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

n/a

h. Name and Licenses of any prior companies

Name of Company	License Name & No.	Issuance Date
-----------------	--------------------	---------------

n/a

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
<u>Christian Infante</u>	<u>President</u>	<u>51%</u>
<u>Jose Infante</u>	<u>Founder</u>	<u>49%</u>

Is any owner identified above an owner in another company? Yes No

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

Christian Infante, 51% Jose Infante, 49%

SFM Security Services, Inc; SFM Janitorial Services, LLC; SFM Landscape Services, LLC; Gaming Facilities Services, LLC.

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

Name	Title	Signatory Authority All/Cost/No-Cost/Other
------	-------	---

Christian Infante, President - ALL

Jose Infante, Founder - ALL

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 582

b. Total No. of Managerial/Admin. Employees: 8

c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

541 (General): 552

701 (Management): 8

702 (Supervisors): 22

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

6. Employer Modification Rating: 1.07

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

USI Insurance Services, 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133;

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

USI- Jose Sardinias 786.785.1158; Lockton- Mario Medina 305.804.9279

c. Insurance Experience Modification Rating (EMR): 1.07
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 77; \$877,786.46

e. Bond Carrier name & address:

Security Bond Associates (SBAI)

f. Bond Carrier Contact Name, Telephone number, & Email:

Odalis Cabrera 10131 S.W. 40th St. Miami, FL 33165 305.552.5414; odalis@sbai.com

g. Number of Bond Claims paid out in the last 5 years & value of each:

0

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

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

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

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

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

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

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? Yes No If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the issue.

12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during

Town of Miami Lakes ITB 2019-12 Street Sweeping Service

Form CQQ Question No. 8: Have any lawsuits been filed against your company in the past 5 years?

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

Litigation

SFM Services, Inc. and its related entities may be included from time to time in litigation brought against its clients due to the nature of its business; there is no prior or pending litigation that would have a material adverse effect on the Proposer's ability to deliver services under any award of the ITB. There is no pending or prior litigation in which the Team has been averse to any of its clients or governmental entities.

the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

Yes No

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

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

14. Provide an attachment listing all of the equipment and vehicles owned or under lease or rental agreement, which will be used in the performance of the Work in accordance with Section D1 of the ITB. Contractor must clearly identify which equipment and vehicles are owned versus rented or leased. Contractor must also provide the age of each piece of equipment or vehicle and must specify whether the equipment or vehicle will be dedicated for use solely on the Town's Street Sweeping Work. During the Bid evaluation process, the Town may request copies of rented or leased equipment. The Equipment and Vehicles form following this questionnaire has been provided to aid Bidders in submitting the requested information.

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

15. Current and Prior Experience:

a. Current Experience

Provide an attachment to this questionnaire that lists all current projects or contracts, recently awarded, or pending award, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date.

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

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

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

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

By:  _____
Signature of Authorized Officer

03/25/2019
_____ Date

Christian Infante

Printed Name

EQUIPMENT AND VEHICLES

Detailed equipment/vehicle list is available upon request.

*Note: This form is to be used for question #14 of the Questionnaire. Print as many as are required.

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
SWEeper	MITSUBISHI	18	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
W4500 Sweeper	CHEVROLET	12	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
CH 613 DUMP TRUCK	Mack	20	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
Sweeper M6000SE	Schwarze Freightliner	16	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
FL70 Dump TRUCK	Freightliner	19	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
NPR	ISUZU	6	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
VTQ-TL3 / Attenuator	Vorteq	5	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
VTQ-TL3 / Attenuator	Vorteq	3	<input type="checkbox"/> Rented/Leased <input checked="" type="checkbox"/> Owned	<input checked="" type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>
			<input type="checkbox"/> Rented/Leased <input type="checkbox"/> Owned	<input type="checkbox"/>



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: ITB 2019-12

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


Addendum No. <u>1</u>	Dated <u>03/28/19</u>
Addendum No. <u>2</u>	Dated <u>03/28/19</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

No Addendum issued for this Solicitation

Firm's Name: SFM Services, Inc.

Authorized Representative's Name: Christian Infante

Title: President

Authorized Signature: 

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of SFM Services, Inc., a corporation organized and existing under the laws of the State of Florida, held on the 25 day of March, 2019, a resolution was duly passed and adopted authorizing (Name) Christian Infante as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25, day of March, 2019.

Secretary: 

Print: Jose Infante

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP) NOT APPLICABLE**

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

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

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

Partner: _____

Print: _____

CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL) NOT APPLICABLE

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

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

Signed: _____

Print: _____

NOTARIZATION

STATE OF Florida)

) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 25 day of March, 2019, by Christian Infante, who is personally known to me or who has produced n/a as identification and who did / did not) take an oath.



SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

Vanezza Rivera




PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT



STATE OF FLORIDA }
 }
 } SS:
COUNTY OF MIAMI-DADE }

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

By: 
Title: President

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

WITNESS, my hand and official seal this 25 day of March, 19.

My Commission Expires: 

Notary Public State of Florida at Large

Form AK

COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 03/25/19

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of SFM Services, Inc., the Proposer that has submitted the attached Proposal and certifies the following;

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

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

By: [Signature]

Christian Infante
(Printed Name)
President
(Title)

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

WITNESS, my hand and official seal this 25 day of March, 2014.

My Commission Expires [Signature]
Notary Public State of Florida at Large



Form COI

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that 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 response 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 responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the 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.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

SFM Services, Inc.

03/25/2019

Company Name:

Date

Authorized Signature:

Christian Infante, President

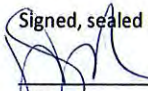
Printed Name and Title

NON-COLLUSIVE AFFIDAVIT

State of Florida }
County of Miami-Dade } SS:

Christian Infante being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:


Witness

By: 

Christian Infante
(Printed Name)
President
(Title)

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

WITNESS, my hand and official seal this 25 day of March, 2019.

My Commission Expires: 

Notary Public State of Florida at Large





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Services, Inc. Solicitation No.: ITB 2019-12

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

Proposer shall disclose to the Town: **NOT APPLICABLE**

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

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship

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

Last name First name Relationship

Last name First name Relationship

Last name First name Relationship



Authorized Signature

03/25/2019
Date:

Christian Infante
Print Name

President
Title:

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

1. This sworn statement is submitted to the Town of Miami Lakes
by Christian Infante
[print individual's name and title]
for SFM Services, Inc.
[print name of entity submitting sworn statement]

whose business address is
9700 N.W. 79 Avenue
Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2766887

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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

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

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

Form PEC

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

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

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

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

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

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

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

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

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

WITNESS, my hand and official seal this 25 day of March, 2016.

My Commission Expires:



Notary Public State of Florida at Large

Form PEC

CONTRACT EXECUTION FORM

This Contract 2019-12 made this ___ day of _____ in the year ___ in an amount not to exceed \$ _____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Services, Inc., hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Edward Pidermann, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Services, Inc.

(Contractor's Name)

By: _____


By: _____

Name: Christian Infante

Title: President

Date: 03/25/2019

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

CORPORATE RESOLUTION

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


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

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

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

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

DATED this 25 day of March, 2019.



Corporate Secretary

(Corporate Seal)



**ITB 2019-12
Street Sweeping Services
Addendum #1
Due Date: 3:00 PM, March 28, 2019**

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

Clarifications:

1. Article B2.17, Bid Protest Process, is hereby amended as follows:

"Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance ~~12-142~~ 17-203, Section 16, which is available at <http://www.miamilakes-fl.gov>."
2. Article B2.18, Execution of Contract, is hereby amended as follows:

"The Successful Bidder must, within fourteen (14) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract Execution and Certificate of Authority forms, ~~together with the acceptable bonds as required in Article B2.20, Performance & Payment Bonds, below.~~
3. Article C6.03, Line-Item Pricing, is hereby amended as follows:

"Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable ~~costs~~ expenses as stated in Article ~~B9.06~~ C6.06."

Questions and Answers:

1. Is a bid/performance bond required with the submission of this bid?

Response: No. There is no bond requirement for this bid. See clarification 2.

Acknowledgement:

Christian Infante
 Name of Signatory

President
 Title

03/25/2019
 Date


 Signature

SFM Services, Inc.
 Name of Bidder



ITB 2019-12
Street Sweeping Services
Addendum #2
Due Date: 3:00 PM, March 28, 2019

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

Clarifications:

1. Section D1, Special Terms and Conditions, is hereby amended as follows:
"D2. Contract Term. This Agreement shall be effective upon execution by both parties and shall continue for a period of three (3) years. The Town retains two (2) options to extend the term of this Agreement for additional one-year terms."

Questions and Answers:

1. What are the hours of work allowed for sweeping?
Response: See Section C1.03, Hours for Performing Work, of the solicitation. All Work must be performed in accordance with the Town of Miami Lakes' ("Town") Noise Ordinance No. 04-50. In the past, the Town's street sweeping services have been performed during evening hours. The downtown streets that have on-street parking have been swept during the day.
2. What is the cost per mile under the previous contract?
Response: The cost per mile under the previous contract was \$21 per mile.
3. What was the duration of the previous contract?
Response: The duration of the previous contract was two (2) years with an additional three (3) one-year renewal options.
4. Who is the current company providing street sweeping services?
Response: SFM Services, Inc. currently provides street sweeping services.
5. Are qualifiers needed for this contract?
Response: No.
6. Do bidders need DBPR, insurance modification rating, and employer modification rating?
Response: No.
7. What is the duration of the contract? Are there any renewals?
Response: See Clarification #1 above.
8. Is a crash-cushion required behind the sweepers?



Response: See Section D1, Item #2 of the solicitation.

9. Who provides the water?

Response: The Contractor must provide the water.

Acknowledgement:

Christian Infante
Name of Signatory

President
Title

03/25/2019
Date


signature
SFM Services, Inc.
Name of Bidder

4. Distinctive Services Offered

SFM is not your typical service company. SFM can support clients by providing the following services:

**Pressure Washing
Available**



Trailer mounted pressure washing rigs equipped with water holding tank & steam pressure capability.

**Debris Removal
Available**



Disaster Recovery Services

Post Hurricane Irma, SFM removed over one (1) million cubic yards of debris throughout Miami-Dade County.

SFM has the necessary equipment and experience to provide complete Disaster Recovery Services; Therefore for any Emergency, SFM is prepared to deploy and facilitate quickly and efficiently.



Some of our clients in disaster recovery services include:

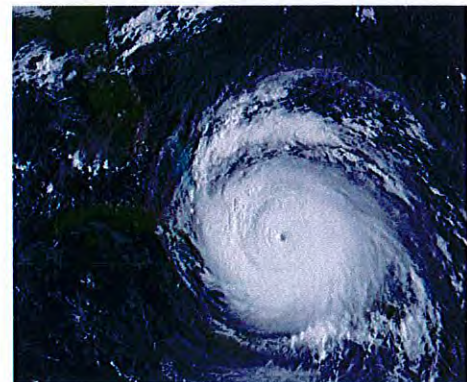
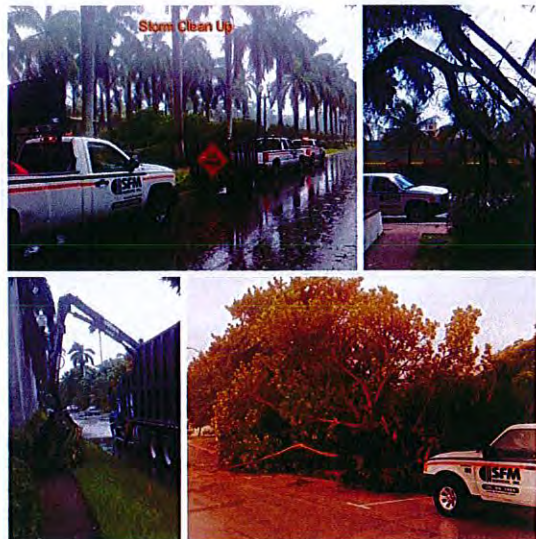
- Miami-Dade County
- Dade County School Board
- Florida Dept. of Transportation
- City of Doral
- Town of Miami Lakes

SFM's additional crews can be dispatched to:

- Debris removal & disposal
- Supply generators
- Emergency water extraction & restoration
- Trim low hanging dangerous branches

SFM has provided disaster recovery service to several municipalities after the following storms:

- Hurricane Andrew
- Hurricane Wilma
- Hurricane Katrina (Mississippi & Florida)
- Hurricane Francis
- Hurricane Charley
- Hurricane Dennis
- Hurricane Ike (Texas)
- Hurricane Irma



SFM Event Cleaning

SFM can help with any large outdoor events. SFM has experience in large event venue maintenance. SFM provided the Orange Bowl Stadium with event cleaning from 1972 to 2007. Other event venues currently serviced are:

- Dade County Fair & Expo. Center
- Ultra Music Festival
- Bayfront Park & Amphitheater
- 2010 Super Bowl & Pro Bowl



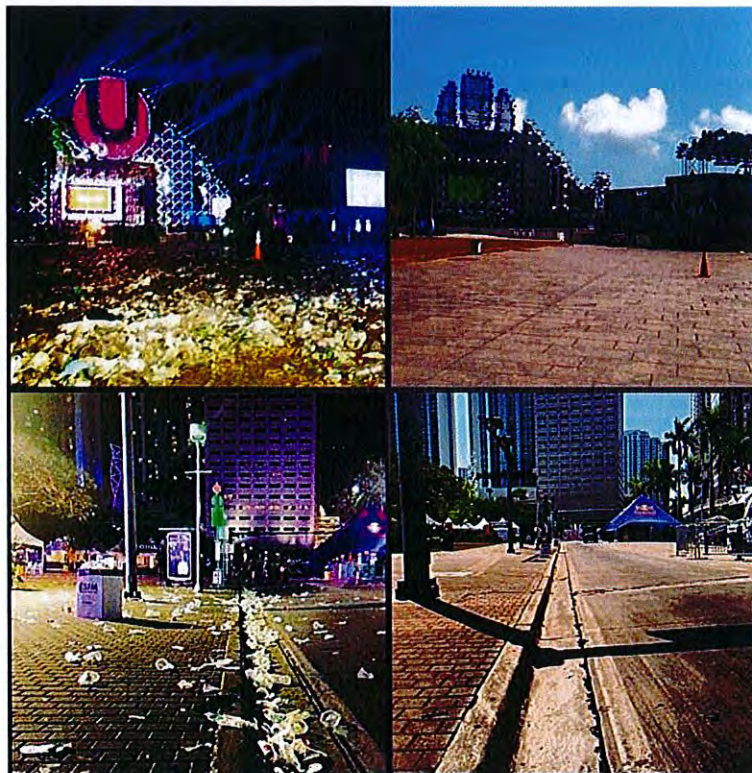
Years Serviced: 1972 to 2007

BEFORE

AFTER



Years Serviced: 1978 to Present



Ultra Music Festival
165,000 Attendance in 3-days
Years Serviced: 1998 to Present

SFM Community Involvement

SFM strongly believes in giving back to the community. Christian Infante, President of SFM is personally involved in several of the charities highlighted below.



We support "Red Nose Day". Funds raised benefit children in some of the poorest communities in the world.



SFM supports annual back to school drives for many clients.



Safety BBQ Employee Raffle Car Giveaway



League Against Cancer



Miami Dade Schools & Miami Dolphins Butterfly Garden



SFM participates in the annual Susan G Komen #RaceForTheCure



City of Doral Earth Day Tree Donation



La Liga Contra El Cancer Walk

5. Licenses, Certifications & Insurance

Minority Participation

SFM Services, Inc. is 100 % minority owned. Jose M. Infante and Christian Infante stockholders of SFM Services, Inc. are Hispanic.

SFM strongly encourages the recruitment, selection, and promotion of minorities and women in the firm. Several of SFM's vendors are minority owned as well.

SFM is a registered minority firm with the Florida Regional Minority Business Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida Regional Minority Business Council. (305.762.6151)

THIS CERTIFIES THAT		 NMSDC National Minority Supplier Development Council	
SFM Services, Inc.			
* Nationally certified by the: FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL			
* NAICS Code(s): 561730; 561720			
* Description of their product/services as defined by the North American Industry Classification System (NAICS)			
12/01/2018	_____	FL02106	_____
Issued Date		Certificate Number	
12/01/2019	_____		_____
Expiration Date		Beatrice Louissaint, President & CEO	
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org			
Certify, Develop, Connect, Advocate.			
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®			

Occupational Licenses

002808

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6221246

BUSINESS NAME/LOCATION
SFM SERVICES INC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
6485858

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SFM SERVICES INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$67.50 08/29/2018
FPPU03-18-020531

Employee(s) 15

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

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

000933

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

5770830

BUSINESS NAME/LOCATION
SFM JANITORIAL SERVICES LLC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016

RECEIPT NO.
RENEWAL
3101375

EXPIRES
SEPTEMBER 30, 2019

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SFM JANITORIAL SERVICES LLC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**
\$135.00 08/29/2018
FPPU14-18-022675

Employee(s) 30

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

State of Florida

Department of State

I certify from the records of this office that SFM SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on January 9, 1987.

The document number of this corporation is M44559.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on April 10, 2018, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighth day of November, 2018*



Ken Detjmer
Secretary of State

Tracking Number: CU0647289166

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Florida Department of State Division of Corporations

Detail by Entity Name

Florida Profit Corporation

SFM SERVICES, INC.

Filing Information

Document Number M44559
FEI/EIN Number 59-2766887
Date Filed 01/09/1987
State FL
Status ACTIVE
Last Event NAME CHANGE
AMENDMENT
Event Date Filed 01/26/2006
Event Effective Date NONE

Principal Address

9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

Changed: 04/15/2010

Mailing Address

9700 NW 79TH AVE.
HIALEAH GARDENS, FL 33016

Changed: 01/26/2012

Agent Name & Address

TRIAI, CARLOS ESQUIRE
2301 NW 87 AVENUE
SUITE 501
DORAL, FL 33172

Name Changed: 09/19/1996

Address Changed: 03/30/2009

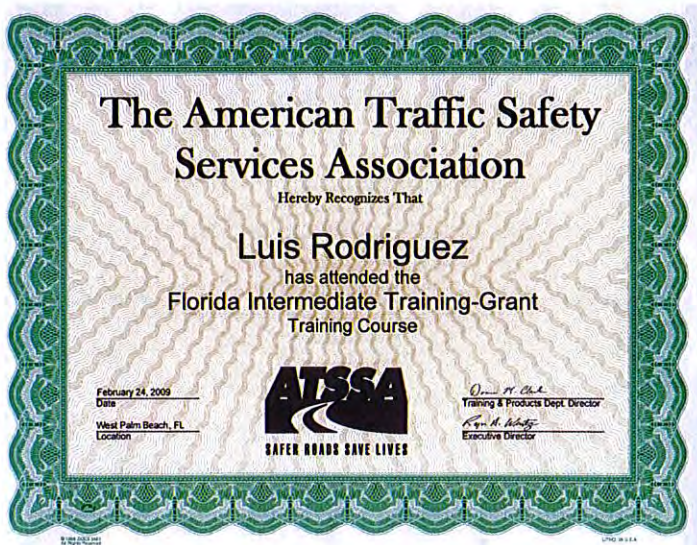
Officer/Director Detail

Name & Address

Title VP, S
INFANTE, JOSE MJR
9700 NW 79TH AVE.
HIALEAH, FL 33016

Title P, T
INFANTE, CHRISTIAN H
9700 NW 79TH AVE.
HIALEAH, FL 33016

Maintenance of Traffic Certifications



General Liability & Workman's Comp

3FM3ER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (305) 443-4888 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133	CONTACT NAME: Leslie Acosta PHONE (A/C No, Ext): 786.785.1127 FAX (A/C No): E-MAIL ADDRESS: leslie.acosta@usi.com														
INSURED SFM Services, Inc. 9700 NW 79 Avenue Hialeah Gardens, FL 33016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic Insurance Company	24147	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 13843282** **REVISION NUMBER: See below**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			MWZY312622	03/01/18	03/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC312623	03/01/18	03/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER SFM Services, Inc. 9700 NW 79th Ave Hialeah, FL 33016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)



Auto & Umbrella



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2019 1/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED 1454406 SFM Services, Inc. 9700 NW 79th Avenue Hialeah Gardens, FL 33016															

COVERAGES **CERTIFICATE NUMBER:** 15847319 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	Y/NO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____				NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/POP AGG \$ XXXXXXXX
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N		1337448816	12/12/2018	12/12/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N		5821099641	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER 15847319 SFM Services 9700 NW 79th Avenue Hialeah Gardens, FL 33016	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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