

INVITATION TO BID

CANAL SLOPE MOWING AND MAINTENANCE SERVICES

ITB No. 2021-38SFM



The Town of Miami Lakes Council:

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

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

Date Advertised	Thursday, August 26, 2021
Bids Due	11:00 AM EST, Thursday, September 16, 2021

Canal Slope Mowing and Maintenance Services
ITB 2021-38

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SECTION A. NOTICE TO BIDDERS

ITB Name: Canal System and Park Aquatic Maintenance Services
ITB No.: 2021-38
Bids Due: 11:00 AM EST, September 16, 2021

Solicitation Overview:

The Town of Miami Lakes (the "Town") will be accepting sealed Bids from qualified firms to provide Park Aquatic Maintenance Services ("Services"). Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida **no later than 11:00 AM on September 16, 2021**, 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 of this project, bidders must:

1. Possess a minimum of three (3) years of experience performing aquatic maintenance services;
2. Field Supervisor must have a minimum of three (3) years of field supervisory experiences on projects of a similar size, scope, and complexity;
3. Must have completed at least three (3) aquatic maintenance projects of similar scope and value performed within the last three (3) years demonstrated through three (3) different verifiable client references utilizing Form CRL – Client Reference Letter; and
4. Possess valid Pest/Herbicide applicator certifications issued by the State of Florida, Department of Agriculture and Consumer Services to perform the Services inclusive of aquatic maintenance/treatment/management services and be able to perform such Services in Miami-Dade County.

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. **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.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents.
13. **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.
14. **Materials** mean goods or equipment incorporated into the Work or used or consumed in the performance of the Work.
15. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
16. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
17. **Project Manager** means the individual assigned by the Town Manager or designee to manage a Project.

18. **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.
19. **Responsive Bidder** means the Bidder whose Bid conforms in all material respects to the terms and conditions included in the ITB.
20. **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.
21. **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.
22. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
23. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
24. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
25. **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.
26. **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 found in Section F.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 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 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.

C1.03 METHOD OF PERFORMING THE WORK

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

C1.04 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor shall continuously maintain adequate protection of all his Work from damage and shall protect public and private property from injury or loss arising in connection with the Work and take all necessary precautions to prevent accidents and injuries to persons or property on or near the Work.

The Contractor shall be completely responsible for, and shall replace and make good all loss, injury, or damage to any property (including landscaping, walks, drives, or structures of the Town and of any land adjoining the work site, which may be caused by Contractor.

C1.05 SAFETY PRECAUTIONS

The Contractor shall take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and shall comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed.

The Contractor shall comply with the OSHA "Federal Right to Know" Regulation regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor shall comply with all codes, ordinances, rules, orders, and other legal requirements of public authorities (including OSHA, EPA, PERA, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work.

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

C1.06 LABOR AND MATERIALS

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

C1.07 VEHICLES AND EQUIPMENT

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

C1.08 SUPERVISION OF THE WORK

Contractor shall have competent English-speaking supervisor who shall represent Contractor and all directions given to the supervisor shall be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor shall give efficient supervision to the Work, using its best skill and attention.

C1.01 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.

C1.02 SUBCONTRACTORS

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.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Project Manager.

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 to include this form may result in the Bid being rejected as non-responsive.

C1.03 INSPECTION OF THE WORK

The Town Manager or designee, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work shall at all times have access to the Work.

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor shall provide timely notice of readiness of the Work for testing and timely notice shall be given of the date fixed for such testing so that the appropriate representatives of the Town, PERA, or other entities can be present for such testing. All testing reports are to be sent directly to the Town Manager or designee by the testing firm, with a copy to the Contractor.

C1.04 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.

C1.05 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.

C1.06 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.

C1.07 TIME IS OF THE ESSENCE

Contractor will promptly perform its duties under the Contract and will give the Work as much priority as necessary to cause the Work to be completed on a timely basis in accordance with the Contract.

C1.08 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.

C1.09 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.

C1.10 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.

C1.11 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.

C1.12 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.

C1.13 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.

C1.14 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.

C1.15 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.

C1.16 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.

C1.17 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.

C1.18 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.

C1.19 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.

C1.20 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).

C1.21 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.

C1.22 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.

C1.23 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.

C1.24 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

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

pidermanne@miamilakes-fl.gov

cobiellal@miamilakes-fl.gov

For Contractor:

Christian Infante
Manager/Owner
SFM Landscape Services, Inc.
9700 NW 79 Avenue
Hialeah Gardens, FL 33016
305-818-2424
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 \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

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, and without notice to any Surety, 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.

The Contractor is required to provide the Project Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Project Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

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

In the event a satisfactory adjustment cannot be reached, and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

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

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

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 to 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 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor shall at all times keep the Work site(s) free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor shall remove all its waste materials and rubbish from and about the site as well as any tools, equipment, machinery, and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so, and the cost incurred shall be charged to Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for the incurred costs.

C4.10 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.

C4.11 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.

C4.12 CONTRACT EXTENSION

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

C5 EARLY TERMINATION & DEFAULT

C5.01 SET-OFFS, WITHOLDING, 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

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.

h. 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.

i. 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 [Town of Miami Lakes - Growing Beautifully - Invoice \(miamilakes-fl.gov\)](https://www.miamilakes-fl.gov).

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 the Contract.

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

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 costs as stated in Article B9.06. 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 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.

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 CANAL SLOPE MOWING

D1.01 GENERAL

- A. Properly maintained grass and vegetation appearance and proper ground cover are necessary. More vitally, presents less chance of defects and potential safety problems, including a reduction in possible injuries, as a result of improperly maintained turf and slope defects.
- B. All turf shall remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven, and rough cutting. Mowing will not be performed when weather or other conditions will result in damaged turf. Mowing wet grass shall be avoided when possible. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Project Manager, at no additional cost to the Town.
- C. The standards for mowing are:
 - 1. Turf shall be cut on 8.23 acres of turf located in the Town's median areas as indicated in Attachment "A".
- D. Contractor shall perform a minimum of nine (9) cuts per year for all canal slopes with a schedule to be determined by the Town, which will be compensated in accordance with the prices contained in the Bid Form.
- E. The common types of turf varieties found in the canal slopes are St. Augustine and Bahia grass. The heights established below will promote a healthy turf and will provide for a neat and professional appearance. All Turf areas shall look well-manicured at all times.
- F. Mow only with a rotary mower. The cutting height shall be a minimum 4" to a maximum 6" above soil level.
- G. All equipment must be cleaned before and after each use with water at a high pressure as to not cross pollinate seeds
- H. All debris shall be removed from the turf area(s) prior to the commencement of the mowing operation. Debris shall be collected and disposed of by the Contractor and the Contractor shall not use waste receptacles provided by the Town. The Contractor must provide their own waste removal service.
- I. Mowing patterns shall be changed frequently to avoid wear.
- J. Turf clippings may only remain on the turf areas. All grounds maintenance debris generated by the mowing operation shall be removed away from the service area by vacuuming or raking or other similar means from streets, driveways, walkways, curbs, and grounds immediately following each service. No debris, including turf clippings, shall be blown into the canal or storm drainage system. All sidewalks, inside curb edges, driveways, tree rings, and landscape areas will be machine edged with each mowing. Care will be taken to prevent "edging away" of the turf. All crack and crevice vegetation shall be removed as required.
- K. Mowing shall be done carefully so as not to "bark" trees or shrubs, intrude into ground cover beds, damage sodded berms, curbs, or other facilities. Should any of the above listed damage(s) occur, the Contractor will be held financially responsible for the replacement or repair. Vehicular damage of any type will be the responsibility of the Contractor for repair or replacement.
- L. Use of weed eaters shall be limited to areas not reachable by a mower.
- M. All mowing, edging, and trimming of affected areas will be performed simultaneously.

- N. Trimming, such as line trimming, shall be done with each mowing around all fixed objects exposed in the turf, including but not limited, to irrigation devices, trees, poles/posts, and other fixtures common in such settings. Damage to trees, lawns, and/or facilities by virtue of careless or excessive trimming will not be tolerated. The Contractor shall be liable for the repair and/or replacement and/or liquidated damages at the Town’s discretion for any such damage.

D1.02 ACREAGE DETAIL

The following table provides the acreage detail for each of the canals:

Canal	Mowing Acreage
Red Road	2.87
Peter’s Pike & Golden Glades	3.31
Graham Dairy	2.05
Total Acreage:	8.23

D2 CANAL MAINTENANCE SERVICES – ABOVE SURFACE CLEANING AND DEBRIS REMOVAL

D2.01 GENERAL

- A. The Contractor shall remove all floating trash, litter, and any other debris, including but not limited to, algae, grass trimming, any items that do not belong in the canal, and any other objects in the canal that are not visually pleasing to the adjacent homeowners.
- B. The Work shall include above water culvert cleaning consisting of removing all trash, litter, and floating debris at the culvert mouth.
- C. Work shall be performed monthly or as directed by the Town.

D2.02 ACREAGE (ABOVE SURFACE AREAS AND GREEN AREA)

The following table provides the acreage detail for each of the canals and areas that are highlighted in Exhibit A.

Canal	Mowing Acreage
Red Road	13.47
Peter’s Pike & Golden Glades	7.81
Graham Dairy	9.81
Total Acreage:	15.35

D3 CONTRACT TERM

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

D4 HOURS FOR PERFORMING WORK

All Work shall be performed in accordance with the hours set forth in the Town’s noise Ordinance No. 04-50 and within the hours of 9AM-3:30PM.

Any Work to be performed outside these hours will require the prior written approval of the Town Manager. A Work Order may establish different working hours than those stated herein.

D5 COMPENSATION

Contractor shall provide the Town with an invoice within thirty (30) days of the date services were rendered. At a minimum, the invoice must contain the following information:

- Name and address of the Contractor
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed, including a detailed list of area where Work was performed, the products and applicable quantities applied per area of Work.
- Monthly or quarterly price(s) of Work performed
- Total value of the invoice

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

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

The Contractor shall be compensated at the line-item prices specified in the Bid Form of the Contract.

D6 MATERIAL SAFETY DATA SHEETS

The Contractor shall furnish the Town with the Material Safety Data Sheets (MSDS) for review and approval prior to the Services. Where the Contractor requests a substitution as stipulated below, the Contractor shall provide the MSDS to the Town for review before the Town will consider any substitution. No chemicals shall be used without a MSDS being provided to and approved by the Town. The Contractor shall be responsible for notifying the Town, affected property owners, and the public of any use restrictions listed on the label of the products used. Notification shall be made prior to the commencement of the Service.

D7 DEBRIS HAULING AND DISPOSAL

All debris removed from the lakes during the performance of the Service shall be hauled and disposed of in accordance with all applicable codes, laws, rules, and regulations. These include, but are not limited to the Town, Miami-Dade County, PERA, FDEP, and FDOT.

D8 INSPECTION OF THE WORK

The Town may, at its sole option, inspect the Work. Contractor shall notify the Town's representative at least 48 hours prior to the Work being performed. The Town does not waive any of its subsequent rights should it elect not to inspect the Work immediately after it is performed.

D9 SUBSTITUTIONS

The Contractor may request the Town to approve substitution where the specified materials are not available or in an effort to improve the treatment of the lakes. Such requests must be submitted in writing to the Town's representative in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions shall be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

The Contractor must also obtain the written approval of PERA's Stormwater Utility Section for any substitution. The Town will not consider any substitution without PERA's written approval.

D10 WARRANTY

The Contractor warrants that the water herbicide treatment ("Treatment") will be effective for a period of forty-five (45) days. Should the Town Manager determine that the Treatment has not been effective, the Town Manager shall direct the Contractor to retreat the water at no additional cost to the Town.

D11 STAGING SITE

The Contractor is solely responsible for making all arrangements for daily staging site(s) that may be necessary for the performance of the Service. The Town shall not be responsible for any security or any loss, damage or theft to the Contractor's vehicles, equipment, or materials. The Contractor shall also be responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site should the Contractor cause any damage to the area.

D12 PERA PERMITS AND APPROVALS

Upon award of the Contract and prior to a Notice to Proceed being issued by the Town, the Contractor shall contact PERA's Stormwater Utility Section and obtain all required permits and approvals for the application of the chemicals to be used under the Contract.

Some of the PERA approved herbicides have been identified in Section E for use in the treatment of the water. However, the use of these or any other chemicals for treatment are subject to EPA guidelines and PERA approval. PERA and EPA at times may change the chemicals approved for use and the Contractor is responsible for obtaining such approvals and should the PERA or the EPA change their list approved chemicals the Contractor shall make any required changes at no cost to the Town.

In addition to notifying the Town representative prior to the any herbicide treatment, as stated in Section D7, the Contractor shall also notify PERA's Stormwater Utility Section 48 hours in advance of performing any herbicide treatment application.

D13 AQUATIC AREA MANAGEMENT PROGRAM

Upon award of the Contract, prior to a Notice to Proceed being issued by the Town, and on an annual basis thereafter, the Contractor shall submit to the Town a written annual park aquatic management program inclusive of all areas and Services under the Contract. This program shall include, but not be limited to, all Service frequencies and schedules, equipment to be utilized, and scheduled inspection frequencies. The Town reserves the right to make changes to the program as needed.

D14 PERFORMANCE MEASUREMENT AND REPORTING

Concurrent with monthly invoicing, the Contractor will provide a monthly electronic performance report to the Town. This is to include, dates of Service intervals, volume of litter/debris removed from work area, number of personnel for each interval date and area, hours worked for each interval date and area, before and after photographs, Lake(s) treated, specific aquatic plants and algae spotted and treated, chemicals used in treatment, any recommendations for preventative maintenance, problem areas and recommendations for alleviating said problems and water test results.

D15 PERFORMANCE MANAGEMENT

Failure to meet the specifications set forth in the contract may result in the assessment of penalties and/or contract termination. Upon the Town providing documentation of a missed contract specification to the Contractor, there shall be a maximum twenty-four (24) hour "grace period" in which the service provider may correct the missed provision to the satisfaction of the Town unless the item is of such nature that it cannot be corrected. Documentation may consist of emailed photographs. The Town reserves the right to assess a two-hundred and fifty dollars (\$250) penalty per each and every instance where work has not been completed to contract specification and the satisfaction of the Town. Penalty fees shall be deducted from monthly invoices.

END OF SECTION

CONTRACT EXECUTION FORM

This Contract ^{2021-28SFM} made this ____ day of October in the year ²⁰²¹ in an amount not to exceed \$ \$292,770 by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Landscape 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

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

Date: _____

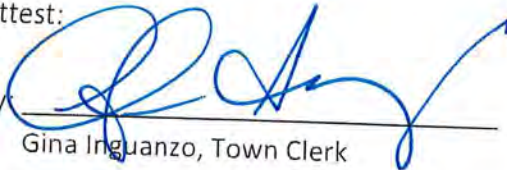
(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

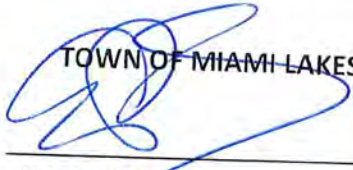
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

By: 
Gina Inguanzo, Town Clerk

By: 
TOWN OF MIAMI LAKES
Edward Pidermann, Town Manager

Legal Sufficiency:

By: 
Raul Gastesi, Town Attorney
(Lorenzo Coliello, Pop. Town Attorney)

Date: 10/14/21

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Landscape Services, LLC.
(Contractor's Name)

By: 

By: 
Name: Christian Infante
Title: Manager/Owner
Date: 10-13-21

(*) 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 Landscape 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 Manager/Owner,
(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 13th day of October, 2021.

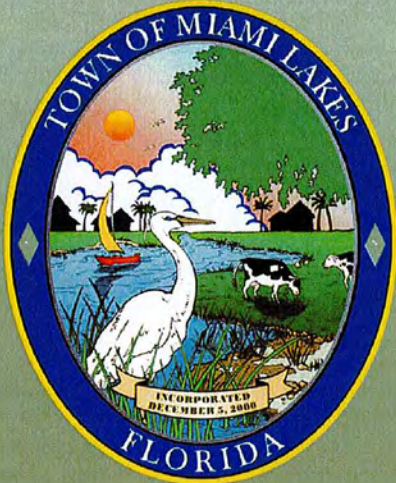


Corporate Secretary

(Corporate Seal)



Proposal for Town of Miami Lakes ITB 2021-38 Canal System & Park Aquatic Maintenance Services



Submitted by:
Christian Infante, Manager/ Owner
cinfante@sfmtservices.com
SFM Landscape Services, LLC.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016
Ph. 305.818.2424
Fx. 305.818.3510
September 16th, 2021

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2. COVER LETTER



Wednesday, September 16, 2021

Nathalie Garcia
Town of Miami Lakes
16601 Main Street
Miami Lakes, Florida 33014

Dear Ms. Garcia & Members of the Evaluation Committee:

SFM Landscape Services, LLC., appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to ITB 2021-38 "Canal System and Park Aquatic Maintenance Services". **SFM has provided canal maintenance to the Town of Miami Lakes for over 15 years.** SFM is a local, minority, family-owned and operated company located in Miami-Dade County. Enclosed, you will find information on our firm that will demonstrate why we are the right choice.

SFM provides custom maintenance services tailored to the individual needs and goals of our clients. Servicing South Florida since 1972, SFM is recognized for its exceptional landscape maintenance, installation, and arbor care services. We specialize in all aspects of comprehensive landscape services, utilizing the safest, most advanced, and environmentally sound methods in the industry.

SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals. SFM President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License, and is a certified Traffic Control Supervisor (MOT). General Manager, Mario Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. The SFM team uses the best horticultural management practices possible.

SFM understands the Scope of Work outlined in the solicitation documents and is fully committed to perform the town's canal system and park aquatic maintenance services in a professional and timely manner. If you have any questions regarding this proposal, you may contact me directly at (305) 525.9442 or email cinfante@sfmtservices.com.

Respectfully Submitted,

Christian Infante

Manager/ Owner



FIRM QUALIFICATIONS & EXPERIENCE

Our History... For more than 40 years, the eyes of the world were set on Miami's Orange Bowl Stadium. The manicured lawns and impeccably clean venue set the spotlight for some of the cities' most memorable events. Since 1972, the company responsible for keeping the facility looking its best, has been SFM Services, Inc. Although the Orange Bowl closed its doors in 2007, SFM Services continues its mission of making South Florida's most notable locations and memorable events look their best.



Years Served: 1972 to 2007

We are proud of our client retention:

- City of Miami Beach since 2009
- Town of Miami Lakes since 2003
- City of Miami Springs since 2002
- City of Coral Gables since 2004

SFM is a "one-stop shop" for municipalities and commercial businesses to outsource the necessary services to maintain a clean and safe environment for its residents, tourists, and business community. SFM is not your typical landscape company. Our company has the experience, talent, and practices of a national firm, but the service and area knowledge of a local company dedicated to its clients and client needs. We offer a unique blend service including but not limited to:

- Disaster Recovery Services
- Tree Trimming, Pruning, Removal
- Litter Control
- Comprehensive Janitorial Services
- Landscape Design & Installation
- Stump Grinding
- Street Sweeping & Canal Maintenance
- Comprehensive Landscape Services

SFM's corporate office is located in the northern part of Miami-Dade County. Our facility has approximately 9,000 square feet of office space, 15,000 square feet of warehouse space, and close to 3 acres of land. That, plus access to the latest equipment and a fleet of over 100 vehicles sets us apart from the rest. SFM has 3 full-time mechanics to service our entire fleet year-round. Additionally, SFM has a Broward Branch centrally located in the City of Margate.

THE RIGHT CHOICE

SFM Landscape is the premier landscaping company in South Florida. Our Team is equipped with a vast knowledge in horticulture. SFM Services is part of FNGLA, ISA, TCIA, and ATSSA for Safer Roads. We are also FDOT pre-qualified.



SFM offers year-round landscape maintenance services, and tree trimming & removal services to some of South Florida’s most prominent medical facilities, educational facilities, Government buildings, and even entire municipalities. Some of our most notable clients include Baptist Health South Florida, Broward Health, Miami-Dade Public Schools, Town of Miami Lakes, and the City of Coral Gables. You can see our work along South Florida’s most prominent roads including:

- ✦ City of Coral Gables
 - ✦ Town of Miami Lakes
 - ✦ City of Miami Springs
- ✦ City of Doral
 - ✦ City of South Miami
 - ✦ City of Miami Beach

SFM is known for its local employment opportunities throughout Miami-Dade and Broward County. With nearly 1,000 employees currently on payroll in South Florida, we are truly a Miami “Hometown” business that continuously gives back to our local community. Just this year, SFM was named a Sun Sentinel Top Workplace!



SFM employees receive continued education through their involvement in the following leading industry associations:

- Florida Nursery, Growers & Landscape Association (FNGLA)
- International Society of Arboriculture (ISA)
- Tree Care Industry Association. (TCIA)
- American Public Works Association (APWA)
- American Traffic Safety Services Association (ATSSA)



SFM has proven through our capabilities and wherewithal to be a professional, reliable, and competent contracting partner. SFM has the experience, qualifications and most importantly, the commitment to service the Town of Miami Lakes. We enforce a drug free policy, and all employees are bonded and go through a criminal background check. SFM is confident that we are the right choice for TML.

BENEFITS OF HIRING SFM SERVICES

- ✓ Zero transition
- ✓ Experience working with the town’s procurement division.
- ✓ SFM ownership is directly involved.
- ✓ Robust Safety & Risk Management Program
- ✓ Certified Arborists a call away.
- ✓ Nearly 1,000 employees throughout South Florida.
- ✓ Equipped for Hurricane Clean Up.
- ✓ SFM Headquarters are approximately 15 minutes away from the Town of Miami Lakes.



SFM LANDSCAPE INSTALLATION PROJECTS



FDOT Landscape Installation
Coral Way Exits of SR 826



City of Coconut Creek



Old Spanish Village



Granada Golf Course



WHY SFM?



South Florida Hometown Experience:

SFM is truly a South Florida "Local" business. Locally headquartered in South Florida since 1972, our team is rooted and has in depth knowledge of the local Tri-County area. Our local presence gives SFM an advantage over other firms.



Direct Ownership Support:

Unlike large-national impersonal firms, SFM is a local, minority, family-owned company run by its Founding Officers, Jose and Christian Infante. The Town of Miami Lakes will have direct access to SFM's proprietors 24/7/365.



Risk Management:

SFM has a robust Risk Management & Safety Program. SFM's Risk Management Team handles all workers' compensation, general liability, automobile liability, and property damage claims from soup to nuts. The safety and occupational health of employees are also managed by SFM's Risk Management Team.



Training:

Our Team prides itself in having one of the best combined training programs in South Florida. The quality of service we deliver through extensive training has permitted us to grow exponentially over the last decade. SFM staff receive continuous training in all areas of janitorial protocols to ensure our clients get the most out of their SFM experience. Because SFM has its own in-house training program, our team is not limited to monthly or quarterly trainings; We train on an as needed basis to maintain quality services.



Recruitment:

We believe that the best way to offer exceptional service to our clients is to recruit the most talented, dedicated people in the industry. SFM's experienced recruitment team targets local residents for employment opportunities thus fostering community involvement and development. SFM is well known for its local employment opportunities. Currently SFM Services has nearly 1,000 active employees in Miami-Dade and Broward County.



Technology:

SFM has adopted new technology that offers the Town of Miami Lakes transparency and real-time information. Our web-based management software and scanning systems can now immediately dispatch services as needed instead of routine schedules. This allows SFM staff to anticipate, prevent and respond more effectively.



FINANCIAL STATEMENT

SFM has the financial support and working capital needed to fuel our resources and assets essential to our operations. SFM has the enough bonding capacity to provide performance and payment bonds in an amount not less than one hundred percent (100%) of the contract amount from a surety firm rated A- (Excellent) by an AM Best. SFM has never defaulted on a contract or failed to perform through its entirety.



Commercial Banking
MAC Z6183-050
1699 Coral Way
Miami, FL 33145

February 11, 2021

SFM Services, Inc.
9700 NW 79TH AVE
Miami Lakes, FL 33016

To whom it may concern,

This letter is to confirm that SFM Services, Inc. has been a client of Wells Fargo Bank since 1987. SFM has handled their depository and credit relationship in a satisfactory manner, as agreed. Additionally, SFM Services, Inc. has an open line of credit to purchase additional equipment as needed, coupled with a working capital line of credit to support their day-to-day business needs. We look forward to continue working with SFM and assisting their growth throughout the coming years.

If you have any questions or concerns, please feel free to contact me at your earliest convenience at 305-302-9214.

Sincerely,

Victor A. Padiel

Victor A. Padiel
Vice-President
Principal Relationship Manager



3. REFERENCES



City of Coral Gables

2800 SW 72nd Ave. Miami, Fl. 33155

Deena Bell-Llewellyn

Ph: 305.460.5138 Fax: 305.460.5133 Email: dbell@coralgables.com

Date of Service: 2002 to Present

Description of Service:

SFM has plated thousands of trees throughout the city. Aside from numerous installations projects, SFM maintains the medians and right of ways for the City of Coral Gables. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming.

City Size: 37.31 mi² Population: 50,226 (2019)



City of Miami Beach (Right of Ways & Buildings)

1700 Convention Center Drive, Miami Beach, FL 33139

P. Rodney Knowles, Greenspace Division Director Public Works Department

Ph.: 305-673-7080 Email: rodneyknowles@miamibeachfl.gov

Date of Service: 2011 to 2020

Description of Service:

SFM provides complete landscape maintenance, tree trimming, irrigation, litter control, and lawn care throughout the city's right of ways and municipal buildings.

City Size: 15.22 mi² Population: 90,108 (2019)



City of Doral

8401 NW 53rd Terrace. Doral, FL. 33166

Carlos Arroyo, Public Works

Ph: 305.593.6740 Fax: 305.470.6850 Email: carlos.arroyo@cityofdoral.com

Date of Service: 2020 to present; 2012 to 2020

Description of Service:

SFM provides right-of-way maintenance throughout the city. The contract consists of lawn maintenance, litter control, fertilization, & tree trimming. City. Other services currently provided are street sweeping services and canal cleaning services.

City Size: 15.08 mi² Population: 59,972 (2019)





Village of Key Biscayne

88 West McIntyre Street Key Biscayne, FL 33149

Carlos Sanchez, Village Horticulturalist

Ph: 305.213.2892 Email: csanchez@keybiscayne.fl.gov

Date of Service: 2020- present

Description of Service:

SFM provides Village-wide landscape maintenance to Village Parks, Athletic Fields, Medians and ROW's. The contract consists of but is not limited to tree trimming, irrigation maintenance, fertilization, pesticide application, turf aeration and litter control.

Village Size: 1.707 mi² Population: 12,915 (2019)



Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33014

Tony Lopez, Deputy Town Manager

Ph: 305.364.6100 Fax: 305.558.8511 Email: lopezt@miamilakes-fl.gov

Date of Service: 2004 to present

Description of Service:

SFM provides landscape maintenance, tree trimming, litter control, handyman, & canal cleaning services throughout the Town. Landscape planting has also been provided.

Town Size: 6.51 mi² Population: 30,864 (2019)



Homestead-Miami Speedway

One Speedway Blvd. Homestead, Fl. 33035

Al Garcia, President

Ph: 305.230.5000 Fax: 305.230.5074 Email: agarcia@homesteadspeedway.com

Date of Service: 2004 to Present

Description of Service:

SFM is the onsite landscape & janitorial contractor for this property year-round. The contract entails all facets of landscape and janitorial services.

Lot size: 650-acres Capacity: 46,000

Additional references are available upon request.



REFERENCE LETTERS

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov
PUBLIC WORKS DEPARTMENT
Greenspace Management Division

Friday, May 22, 2020

Christian Infante
SFM Services, Inc.
7500 NW 74th Street
Medley, FL 33166

Dear Christian,

I want to send you a quick note to thank you and your team for all of your hard work within the City of Miami Beach. SFM Services, Inc. has been successfully providing landscape maintenance services to our City for over 10 years. Your contract, ITB 2014-275-LR includes lawn maintenance, tree/palm trimming, irrigation maintenance, and litter control for our entire South Right-of-Way, including the Julia Tuttle and MacArthur Causeways, which are major gateways into our City. We appreciate your responsiveness, professionalism, and all-around wonderful customer service any time an issue has been brought to your attention.

Please feel free to list me as a reference.

Sincerely,



P. Rodney Knowles
Greenspace Division Director





Tuesday, May 26, 2020

Mario Cantero
SFM Services, Inc.
7500 NW 74th Street
Medley, FL. 33166

Dear Mario:

This letter is to confirm SFM Services, Inc. has been the City's landscape maintenance contractor since 2005. Over the years SFM has become an essential part of our City's Public Works Department. SFM has also provided street sweeping, canal maintenance, and disaster recovery services. We appreciate SFM also contributing to our City's Earth Day events in the past.

Please feel free to list me as a reference.

Sincerely,

A handwritten signature in blue ink, appearing to read "Henry Martinez".

Henry Martinez,
Superintendent of Streets
Public Works Department
henry.martinez@cityofdoral.com





October 19, 2018

To Whom It May Concern:

Since 2004, SFM Services has provided complete landscape and janitorial services to Homestead-Miami Speedway. Our property is a major public facility measuring over 660 acres. The SFM crew is onsite year round making sure our track is in pristine condition for the 300,000 + patrons that visit us yearly.

Their experience and knowledge in horticulture and events maintenance makes them a key component to our success. I look forward to continue working with SFM Services, Inc. Please feel free to list me as a reference.

Sincerely,

Al Garcia
Vice President Operations
Homestead Miami Speedway
One Speedway Boulevard
Homestead, FL 33035
305.230.5374

HOMESTEAD - MIAMI SPEEDWAY

One Speedway Boulevard • Homestead, Florida 33035 • 1500 • Phone (305) 230-5000 • Fax (305) 230-5223
www.homesteadmiamispeedway.com





SFM

Services, Inc.

is proud to work with:



5. BID FORMS & PRICING

SECTION F. FORMS



BID FORM

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

9700 NW 79 Avenue Hialeah Gardens, FL 33016, submitted on 09/16/2021,
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2021-38 for

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

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

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



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

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form-PS to be responsive. A printed copy of the MS Excel Bid Form may be included as part of the Bid Submittal by the Bidder. **Do not** convert the MS Excel Bid Form to a .pdf form.

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

BASE BID – GROUPS A, B, & C

GROUP A - Canal Slope Mowing Services

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Annual Value
A-1	Red Road Canal	9 Times per Year	EA	\$ 1,522.41	\$ 13,701.69
A-2	Peter's Pike Canal	9 Times per Year	EA	\$ 827.51	\$ 7,447.59
A-3	Golden Glades Canal	9 Times per Year	EA	\$ 928.30	\$ 8,354.70
A-4	Graham Dairy Canal	9 Times per Year	EA	\$ 1,087.44	\$ 9,786.96
BID GROUP A SUBTOTAL					\$ 39,290.94

GROUP B - Canal Maintenance Services- Above Surface Cleaning and Debris Removal

Bid Item No.	Description	Estimated Quantity	Unit	Unit Price	Annual Value
B-1	Red Road Canal	12 Times per Year	EA	\$ 1,414.35	\$ 16,972.20
B-2	Peter's Pike Canal	12 Times per Year	EA	\$ 1,414.35	\$ 16,972.20
B-3	Golden Glades Canal	12 Times per Year	EA	\$ 1,030.05	\$ 12,360.60
B-4	Graham Dairy Canal	12 Time per Year	EA	\$ 1,611.75	\$ 19,341.00
BID GROUP B SUBTOTAL					\$ 58,514.40



GROUP C - Park Aquatic Management Services

<u>Bid Item No.</u>	<u>Park Name</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
C-1	P21	6890 White Oak Dr	12 Times per Year	EA	\$ 1,152.94	\$ 13,835.28
C-2	P44	6640 Ludlam Dr	12 Time per Year	EA	\$ 264.01	\$ 3,168.12
C-3	P74E	15690 Bull Run Rd	12 Times per Year	EA	\$ 3,892.49	\$ 46,709.88
C-4	P51	6970 Lochness Dr	12 Times per Year	EA	\$ 3,485.68	\$ 41,828.16
C-5	P52	6700 Lochness Dr	12 Times per Year	EA	\$ 1,577.09	\$ 18,925.08
C-6	MLOP	6411 NW 162 St	12 Times per Year	EA	\$ 3,811.91	\$ 45,742.92
C-7	P80	14952 Rednock Ln	12 Times per Year	EA	\$ 274.72	\$ 3,296.64
C-8	P67 (P68)	8560 Menteith Ter	12 Times per Year	EA	\$ 656.71	\$ 7,880.52
C-9	P66	15132 Menteith Pl	12 Times per Year	EA	\$ 662.15	\$ 7,945.80
C-10	P32	7320 Twin Sabal Dr	12 Times per Year	EA	\$ 2,375.92	\$ 28,511.04
C-11	P8	14105 Lake Childs Ct	12 Times per Year	EA	\$ 1,041.08	\$ 12,492.96
C-12	P82	14708 Breckness Pl	12 Times per Year	EA	\$ 176.46	\$ 2,117.52
BID GROUP C SUBTOTAL						\$ 232,453.92

TOTAL BID AMOUNT FOR BASE BID GROUPS A + B + C includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead, and profit required, in accordance with the Contract Documents. The Total Bid Amount for Base Bid Groups A + B + C will be used for the determination of the lowest, responsive, and responsible Bidder.

Total Bid Amount FOR BASE BID: \$ 330,259.26

Three hundred thirty thousand two hundred fifty nine dollars and twenty six cents

Total Bid Amount (in Words)



ADDITIONAL SERVICES MENU – GROUPS D-H

The prices below include the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents. Additional Services pricing will NOT be used in the determination of the lowest, responsive, and responsible Bidder.

GROUP D - Canal Culvert Cleaning Below Water

<u>Bid Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OD-1	Red Road Canal	4 Times per Year	EA	\$ 4,032.00	\$ 16,128.00
OD-2	Peter's Pike Canal	4 Times per Year	EA	\$ 1,209.60	\$ 4,838.40
OD-3	Golden Glades Canal	4 Times per Year	EA	\$ 2,184.00	\$ 8,736.00
OD-4	Graham Dairy Canal	4 Times per Year	EA	\$ n/a	\$ n/a

GROUP E - Mechanical Harvesting (Submerged, Emergent, and Bank Areas Treated)

<u>Bid Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OE-1	Red Road Canal	4 Times per Year	EA	\$ 19,080.00	\$ 76,320.00
OE-2	Peter's Pike Canal	4 Times per Year	EA	\$ 11,358.00	\$ 45,432.00
OE-3	Golden Glades Canal	4 Times per Year	EA	\$ 14,880.00	\$ 59,520.00
OE-4	Graham Dairy Canal	4 Times per Year	EA	\$ 23,940.00	\$ 95,760.00

GROUP F - Herbicide Treatment (Submerged, Emergent, and Bank Areas Treated)

<u>Bid Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OF-1	Red Road Canal	4 times per Year	EA	\$ 3,816.00	\$ 15,264.00
OF-2	Peter's Pike Canal	4 times per Year	EA	\$ 2,271.60	\$ 9,086.40
OF-3	Golden Glades Canal	4 Times per Year	EA	\$ 2,880.00	\$ 11,520.00
OF-4	Graham Dairy Canal	4 Times per Year	EA	\$ 4,788.00	\$ 19,152.00



GROUP G - Obstruction Removal/Preventative Mitigation/Emergency Repair (Contingency Amount)

<u>Bid Item No.</u>	<u>Description</u>	<u>Flat Fee for On-Site Assessment per Occurrence</u>
OG-1	Red Road Canal	\$ 750.00
OG-2	Peter's Pike Canal	\$ 750.00
OG-3	Golden Glades Canal	\$ 750.00
OG-4	Graham Dairy Canal	\$ 750.00

GROUP H - Park Aquatic Management Services (Optional Sites)


<u>Bid Item No.</u>	<u>Park Name</u>	<u>Location</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Annual Value</u>
OH-1	P83	8437 Glencairn Terr	12 Times per Year	EA	\$ 337.91	\$ 454.92
OH-2	P78	8640 Ardoch Rd	12 Times per Year	EA	\$ 334.05	\$ 4,008.60
OH-3	P37	14880 Dade Pine Ave	12 Times per Year	EA	\$ 1,065.39	\$ 12,784.68
OH-4	P36	7050 Miami Lakes Dr	12 Times per Year	EA	\$ 1,429.70	\$ 17,156.40
OH-5	P38	14844 Dade Pine Ave	12 Times per Year	EA	\$ 826.20	\$ 9,914.40
OH-6	P39	6880 Miami Lakes Dr	12 Times per Year	EA	\$ 852.04	\$ 10,224.48
OH-7	P45	6550 Miami Lakes Dr	12 Times per Year	EA	\$ 353.43	\$ 4,241.16
OH-8	P46	6550 Miami Lakes Dr	12 Times per Year	EA	\$ 817.70	\$ 9,812.40
OH-9	P47	6480 Miami Lakes Dr	12 Times per Year	EA	\$ 779.28	\$ 9,351.36
OH-10	P41	15520 Turnberry Dr	12 Times per Year	EA	\$ 80.75	\$ 969.00

Firm's Name: SFM Landscape Services, LLC.

SSN or Federal ID No.: 20-4908849 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, Manager/ Owner Signature: 



COMPANY QUALIFICATION QUESTIONNAIRE

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

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

15+

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

Please refer to the "Licenses, Certifications, & Insurance" section in our proposal. _____

(*include active certifications of small or disadvantaged 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: 20-4908849

b. Dept. of Business Professional Regulation Category (DBPR): N/A

i. Date Licensed by DBPR: _____

ii. License Number: _____

c. Date registered to conduct business in the State of Florida: 05/09/2006

i. Date filed: 05/09/2006

ii. Document Number: L06000047727

d. Primary Office Location: 9700 NW 79 Avenue Hialeah Gardens, FL 33016

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

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

N/A



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

N/A

h. Name and Licenses of any prior companies

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

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	Manager/ Owner	51%
Jose Infante	Founder/ Owner	49%

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

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

SFM Services, Inc. - Christian Infante 51% Jose Infante 49%

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

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



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

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

Explanation for Other: _____

4. Employee Information

a. Total No. of Employees: 765

b. Total No. of Managerial/Admin. Employees: 6

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

N/A

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

6. Employer Modification Rating: 1.19

7. Insurance & Bond Information:

a. Insurance Carrier name & address:

Old Republic 307 North Michigan Avenue, Chicago, IL 60601

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

USI Insurance Services Jose Sardinas - Tel: 786.785.1158 Email: jose.sardinas@usi.com



c. Insurance Experience Modification Rating (EMR): 1.19
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 21/ \$99,234.61

e. Bond Carrier name & address:

Matson-Charlton Surety Group 700 South Dixie Highway, Suite 100 Coral Gables, FL 33146

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

Indiana Espinoza; 305.662.3852; indiana@mcsurety.com>

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

N/A

8. Have any lawsuits been file 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 the past five (5) years, or been declared to be in default in any contract in the last five (5) years? Yes No

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



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

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

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Carlos Osinaga

b. How many years has the PM been with the Company?: 20

c. List all the PM's licenses & certifications:

Fertilizer Applicator - attached

Best Management Practices -attached

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

See attached.

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

T.B.D.

f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:

T.B.D.



13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Yes No
 If yes, in a separate attachment provide the date, court jurisdiction, action taken, and any other explanation deemed necessary.

14. Project Management & Subcontract Details:

a. Name the Project Manager ("PM") for this Project: Carlos Osinaga

b. How many years has the PM been with the Company?: 20

c. List all the PM's licenses & certifications:

Fertilizer Applicator - attached

Best Management Practices -attached

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.
See attached.

e. List all Subcontractors that will work on this project:

Name	Trade/Work	% of Work	License No.
------	------------	-----------	-------------

f. Scope of Actual Work to be Performed by your company and corresponding percentage of the work:



15. Current and Prior Experience: Please refer to the "References" section in our proposal.

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.

c. Equipment Inventory List Please refer to the "Equipment" section in our proposal.

Provide an attachment to this Questionnaire that includes: the make, model, and manufactured year of the inventoried equipment to adequately adhere to the equipment requirements as stated in Section C1.07 of the ITB. All equipment must be in optimum condition to be used to its maximum capacity if deemed necessary.

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

09/14/2021

Date

Christian Infante

Printed Name



COMPANY QUALIFICATION QUESTIONNAIRE

d. List the last five (5) projects the PM worked on with the company. In a separate attachment, include the PM's role, scope of work, & value of each project.

Client	Town of Miami Lakes
Project	2016-32-Canal System and Park Aquatic Area Maintenance Services
Scope	Canal Maintenance
Value	Approx. p/yr \$ 82k
PM Role	Oversee all maintenance operations

Client	Town of Miami Lakes
Project	Grounds Maintenance for Pocket Parks and ROW Medians Items #3 (Beach Parks) and #6 (Government Center)
Scope	Arbor care
Value	Approx. p/yr \$110k
PM Role	Oversee all maintenance operations

Client	Town of Miami Lakes
Project	2018-12R Litter Control Services for Right-of-Way and Town Parks
Scope	Litter Control Services
Value	Approx. p/yr \$104k
PM Role	Oversee all maintenance operations

Client	City of Doral
Project	2014-40 Floating Debris Removal Services
Scope	Canal Maintenance
Value	Approx. p/yr \$145k
PM Role	Oversee all maintenance operations

Client	City of Doral
Project	2020-14 Right-of-Way Maintenance Services
Scope	ROW Landscape Maintenance
Value	Approx. p/yr \$150k
PM Role	Oversee all maintenance operations



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

Date	File No.	Expires
March 21, 2019	LF283165	March 21, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF
 CHAPTER 482 FOR THE PERIOD EXPIRING: **March 21, 2023**

CARLOS OSINAGA
 9700 NW 79TH AVE
 HIALEAH GARDENS, FL 33016

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

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

CARLOS OSINAGA
 LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF283165

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
 EXPIRING **March 21, 2023**

Nicole Fried Signature
 COMMISSIONER

Wallet Card
 Wallet Card • Fold Here

BUREAU OF LICENSING & ENFORCEMENT
 3125 CONNER BLVD, BLDG. 3
 TALLAHASSEE, FLORIDA 32309-1650





Department of Environmental Protection

2600 Blair Stone Road, M.S. 3510
 Tallahassee, Florida 32399-2400



GI-BMP Trainee ID: GV7757
 Certification date: 2/26/2019

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. Your certificate of completion and wallet card are attached. If there are errors in the certificate, or if we can be of further assistance, please contact the GI-BMP Office or the Florida-Friendly Landscaping™ Program at gi.bmp@ifas.ufl.edu or (352) 273-4517.

Please note that this training certificate alone does not authorize you to apply fertilizer commercially after January 1, 2014. You must take additional steps to become licensed for commercial fertilizer application in the state of Florida. The Limited Urban Commercial Fertilizer Applicator Certification (state "fertilizer license") is issued by the Florida Department of Agriculture and Consumer Services (FDACS).

Apply online: <https://acescomm.freshfromflorida.com>. The certificate number from this document is required to apply for Fertilizer Applicator Certification. For assistance contact: The Bureau of Entomology and Pest Control, (850) 617-7997

If your test score is 90% or greater, you may be eligible to become a GI-BMP Instructor:
http://ifas.ufl.edu/professionals/instructor_program.html

Test Score: 88%

State of Florida
 DEPARTMENT OF
 ENVIRONMENTAL PROTECTION

Carlos Osinaga

GV7757-2

GV7757

Certificate # Trainee ID #
**GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
 TRAINING PROGRAM**



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-38 Park Aquatic Maintenance Services

Name of Bidder: SFM Landscape Services, LLC

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: 2014-40 Floating Debris Removal
Name of Project Owner: City of Doral, Public Works Department
Scope of work: clean up floating debris within the secondary canal system throughout Doral
Value of Project: \$ 183,072.00 Is construction ongoing? [] Yes [X] No
Value of Construction: \$ _____ If no, was construction completed on time? [] Yes [] No
Delivery Method: [] Design-Bid-Build [] CM @ Risk [] Design-Build [X] Other: Maintenance - periodic
Was Construction completed within budget? [X] Yes [] No
Did the Contractor contribute to any delay(s) or increased cost? [] Yes [X] No
Causes for Delays or Cost Increases: [] Design [] Contractor [] Owner [] Regulatory [X] N/A
Management of Subcontractors: [] Above expectations [] Average [] Below expectations
Project Safety Management: [X] Above expectations [] Average [] Below expectations
Was the Contractor responsive to the Project Owner? [X] Yes [] No
Was the Contractor timely with reviews and submittals? [X] Yes [] No
Number of Change Orders: n/a Were any Contractor driven? [] Yes [] No
Would you enter into a contract with the Contractor again in the future? [X] Yes [] No
If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: Stephanie Bortz Date: 8/16/2021
Signature: [Handwritten Signature] Title: Stormwater Utility Manager
Telephone: 305 993-6740 ext. 6024 E-mail: stephanie.bortz@cityofdoral.com

Sincerely,
Nathalie Garcia,
Procurement Manager



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for Bid No. 2021-38 Park Aquatic Maintenance Services

Name of Bidder: SFM Landscape Services, LLC.

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Name of Project: CAVAL CLEANING

Name of Project Owner: CITY OF CORAL GABLES

Scope of work: CLEANING OF OBSTRUCTING DEBRIS.

Value of Project: \$ 25,000 Is construction ongoing? Yes No

Value of Construction: \$ _____ If no, was construction completed on time? Yes No

Delivery Method: Design-Bid-Build CM @ Risk Design-Build Other: _____

Was Construction completed within budget? Yes No

Did the Contractor contribute to any delay(s) or increased cost? Yes No

Causes for Delays or Cost Increases: Design Contractor Owner Regulatory N/A

Management of Subcontractors: Above expectations Average Below expectations

Project Safety Management: Above expectations Average Below expectations

Was the Contractor responsive to the Project Owner? Yes No

Was the Contractor timely with reviews and submittals? Yes No

Number of Change Orders: _____ Were any Contractor driven? Yes No

Would you enter into a contract with the Contractor again in the future? Yes No

If no to any of the above, please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Name of individual completing this form: JORGE L RIVERA Date: 09-16-2021

Signature: _____ Title: LANDSCAPE COORDINATOR.

Telephone: (305) 462-5134 E-mail: Jrivera@coralgables.com.

Sincerely,

Nathalie Garcia,

Procurement Manager



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2021-38 Canal System and Park Aquatic Maintenance Services

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

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

No Addendum issued for this Solicitation

Firm's Name: SFM Landscape Services, LLC.

Authorized Representative's Name: Christian Infante

Title: Manager/ Owner

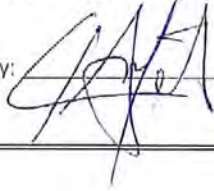
Authorized Signature:  _____



**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
SFM Landscape Services, LLC., a corporation organized and existing under the laws of the State
of Florida, held on the 14 day of September, 2021, a resolution was duly passed and adopted
authorizing (Name) Christian Infante as (Title) Manager/ Owner 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 14, day of September, 2021.

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: _____



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, Manager/ Owner
[print individual's name and title]

for SFM Landscape Services, LLC.
[print name of entity submitting sworn statement]

whose business address is

9700 NW 79 Avenue Hialeah Gardens, FL 33016

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-4908849

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

signing this sworn statement: _____)

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

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

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

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

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 14 day of September, 2021.

My Commission Expires:  
Notary Public State of Florida at Large

Form PEC




ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }


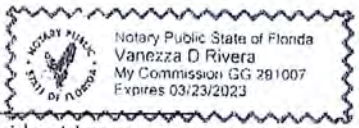
SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and SFM Landscape Services, LLC, 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: Manager/Owner

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 14 day of September, 2021.

My Commission Expires:  
Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

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

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

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

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

Signed, sealed and delivered in the presence of:

Witness
[Signature]

Witness

By: [Signature]

Christian Infante
(Printed Name)

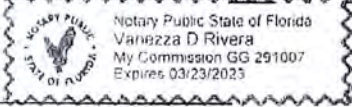
Manager/ Owner
(Title)

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 14 day of September, 2021.

My Commission Expires: [Signature]

Notary Public State of Florida at Large



Form COI



COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: SFM Landscape Services, LLC

Authorized representative (print): Christian Infante

Authorized representative (signature):  _____ Date: 09/14/2021





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Landscape Services, LLC. Solicitation No.: ITB 2021-38

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

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

Last name	First name	Relationship



Authorized Signature

09/14/2021

Date:

Christian Infante

Print Name

Manager/ Owner

Title:



6. KEY PERSONNEL



Jose M. Infante, Founder of SFM Services.

Mr. Infante has forty (40) years of experience in the landscape industry. He is also an ISA certified arborist. Mr. Infante is qualified and experienced in all aspects of landscape services. He is also a FNGLA Landscape Maintenance Technician. Mr. Infante was a past chair of the APWA (American Public Works Association). He also holds a pest control applicator license.



Christian Infante, President.

Mr. Infante has over twenty (25) years of experience in landscape management & irrigation. Mr. Infante has a bachelor's degree in Business Marketing & Management from Florida International University (FIU), Mr. Infante has earned a portfolio of certifications. He is an ISA Certified Arborist and holds a certification in Horticulture and M.O.T. traffic control. Mr. Infante is directly involved in all contract negotiations and business development as well as all phases of SFM Service's projects. He is also in charge of all emergency/ disaster recovery operations.



Claudio Arcuri, Chief Operating Officer.

Mr. Arcuri is a Strong General Business and Operations Executive with over 25 years' experience in the restaurant and service industries. His extensive business background and a broad range of experience specializing in all aspects of Operations, Business Development, Training, start-ups, and Customer Relations brings much value to the SFM Team. He holds a bachelor's degree in Business Administration and an advanced MBA certification from the American Management Association.



Mario Cantero, General Manager-Landscape Division

Mr. Cantero oversees all landscape operations. He has over seventeen (17) years of experience in the service industry. Mr. Cantero is FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture.





Robert Montesino, Project Manager.

Mr. Montesino brings over 20 years of landscape expertise to SFM. Mr. Montesino is a certified GCSAA Class A Superintendent and field expert in Golf Course Maintenance. He has vast knowledge in grasses and re-grassing, chemical and fertilizer application, grounds maintenance, and installation. He also holds a license in pesticide application. Mr. Montesino oversees supervision of personnel, purchasing of supplies, budget preparation, payroll, capital improvement projects, and maintenance of equipment.



Danny Sandoval, Safety and Quality Control Inspector.

Mr. Sandoval has been with SFM for 6 years. He is SFM's landscape division safety and quality control officer. Mr. Sandoval conducts daily site inspections and measures our performance using our web-based quality control program Orange QC. His reports include photos, timestamps, and GPS ensuring each inspection accurately reflects how each site is maintained. He also conducts safety inspections while onsite enforcing safety regulations on our crews.



Eric Usallan, Fleet Manager.

Mr. Usallan plans, directs, and coordinates the operation of SFM's entire fleet of vehicles and equipment. Some of his duties are: Preventive Maintenance to Equipment, Vehicles, Fuel Control & Management, & GPS Tracking Management.



Jozenia Bello, SR Human Resources Manager.

Ms. Bello oversees the recruitment, payroll, workers compensation, benefits, and HR compliance of the department. She led the implementation of the ACA medical insurance, 401k, parental leave, and supplemental benefits. She works closely with all work-related incidents, ensuring all employees are well informed and attended to.





Joe Pinon, Director Risk Management.

Mr. Pinon is SFM’s Risk Manager and head of our Safety Committee Organization. Mr. Pinon is a certified instructor in OSHA trainings and administers education and training material to all managers, supervisors, and workers. Employees with any work-related issues or accidents report to Joe routinely.



Lazaro Diaz, Corporate Controller.

Mr. Diaz is a licensed Certified Public Accountant with 14 years of business and accounting experience. He began his career with Deloitte & Touche, LLP, a global professional services firm, where he served as the practice manager for the health and life sciences industry group. Mr. Diaz is directly responsible for all accounting and finance functions inclusive of revenue cycle management, cost accounting, treasury, and financial reporting.



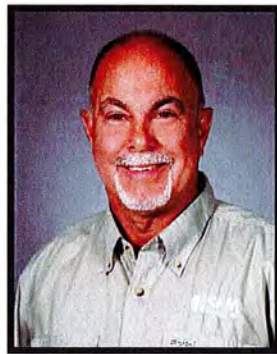
Vanezza Rivera, Executive Administrative Assistant.

Ms. Rivera provides corporate assistance to Senior Officers at SFM. She is directly involved in all government contracting opportunities, manages subcontract agreements, and is involved in all aspects of SFM’s insurance portfolio and risk management. She is highly adept in technology and possesses strong organizational skills. She is responsible for researching, identifying, and contacting potential resources for disaster recovery services. In 2017 post Hurricane Irma, Ms. Rivera coordinated up to 35 individual subcontractors and had over 250 debris hauling trucks in circulation daily throughout Miami-Dade County. Ms. Rivera is a bonded & insured Notary Public for the State of Florida.





ANTONIO TOMAYO
ARBOR SUPERVISOR



FRANK IANNUZZI
PROJECT MANAGER



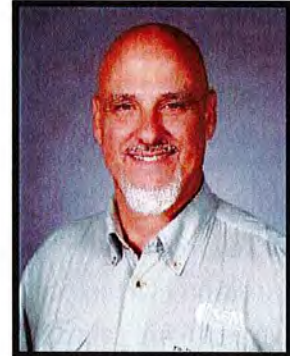
ALAIN BARREIRO
PROJECT MANAGER



DANYLO SANDOVAL
PROJECT MANAGER



CARLOS OSINAGA
PROJECT MANAGER



ROBERT CORREA
PROJECT MANAGER



LANDSCAPE CREWS



7. OPERATIONAL UNDERSTANDING & APPROACH

APPROACH TO START-UP OPERATIONS

Client Name	Start Date	Transition Lead
Town of Miami Lakes	T.B.D.	Mario Cantero

Purpose:

In order to achieve a seamless transition, SFM implements a 10-Step Transition Plan customized for each contract. The purpose of this process is to ensure a seamless integration of SFM Services when replacing existing service provider or in-house program. This plan supplies SFM operators with a step-by-step guide for transitioning. Service dates and times will be coordinated with TML staff to ensure minimal disruption to traffic, residents, and businesses. Service schedules can be adjusted to meet specific needs of TML.

Goals:

1. Deliver seamless transition that provides step-by-step instruction for SFM operations and assures TML of problem free conversions from current or in-house provider to SFM.
2. Identify key resources for transition tasks.
3. Our Transition Plan creates accountability for transition team members by reporting the completion of tasks to Town of Miami Lakes.
4. Create a base of communication between SFM and TML.
5. On time job start and successful service implementation.

10-Step Process:

1. Mobilize SFM Transition Task Force
2. Expectations Meeting with TML
3. Employee Screening & Hiring
4. Order Equipment & Supplies
5. Employee Training
6. Invoicing Procedures
7. Onsite Orientation
8. Set up Supplies
9. Service Start Up
10. Follow up Meetings

Location(s):

- GROUP A - Canal Slope Mowing Services
- GROUP B - Canal Maintenance Services- Above Surface Cleaning and Debris Removal
- GROUP C - Park Aquatic Management Services



INTERGRATED PEST MANAGEMENT

SFM follows “Florida Friendly” landscaping principles in its application of fertilizers. These practices help prevent pollution and promote plant health.

Before applying any fertilizers, we will determine what is really needed. Inspections will be performed to identify any visual signs of deficiencies. Soil testing will be performed to ensure the appropriate nutrients are being provided by the chosen fertilizers.

- Caution will be taken to avoid any spillage of fertilizers.
- No applications within 10 feet of a body of water.
- No fertilizations prior to expected heavy rains.
- Turf fertilizers applied during the growing season.

The scheduling of all fertilizations, for turf, shrubs, and palms will be coordinated directly with City staff. Product labels of proposed products will be provided in advance for review and approval.

Identify

SFM understands that properly identifying pests is the most important step in integrated pest management. Integrated pest management relies heavily on correct gardening practices, careful monitoring of the landscape to be able to identify pests correctly.

Analyze

SFM often collects soil samples and leaf samples to have them analyzed for pests and/or mineral deficiencies. Looking to see, for example, if there are bite marks or piercing marks helps to narrow the type of pest you are dealing with. Once pests have been identified, SFM chooses the proper pesticide and proper application amounts.

Neutralize

SFM employees follow all safety precautions on the label and keep others out of the area until sprays have dried. SFM applies insecticides late in the afternoon or in the early evening when bees and other pollinators are less active. While pesticides remain part of an integrated pest management program, precautionary measures are taken to select the safest chemicals and apply them only to the affected plants.



Insect Control Recommendations

Always referring to the "active ingredient" on product labels to determine which pesticide(s) the product contains.

Pest	Neem	Spinosad	B.t.*	Carbaryl	Malathion	Pyrethroids**	Soap***	Oil***
Aphids	X				X	X	X	X
Armyworm		X	X	X		X		
Flea beetle				X	X	X		
Hornworm, pinworm		X	X	X		X		
Leafminers						X		
Leafhoppers				X	X	X		
Spider mites					X			X
Thrips		X			X		X	X
Whiteflies	X					X	X	X

* *Bacillus thuringiensis* (several brands).

** Includes bifenthrin, lambda-cyhalothrin, esfenvalerate, and pyrethrins + PBO.



EQUIPMENT

SFM will have all necessary equipment and personnel needed to provide the services sought. Below please find summary of vehicles and equipment as well as a few pictures.

(1) Canal boat for litter & herbicide



(2) Echo-friendly vehicles for litter control

(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton



(4) Water Trucks

2) Self loader grapple trucks. (40CY) MACK



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

(3) Bucket Truck (Altec) (Ford chassis)



(36) Pickup trucks. Chevy & Ford

All smaller equipment used will be ECHO brand.

- Power trim edgers
- Backpack blowers
- String trimmers
- Assorted hand tools



(31) Scag Mowers



Additional Equipment used for Tree Trimming/Pruning & Removal





UNIFORM & ID'S

We realize the importance that a properly identified employee can have working in the Town of Miami Lakes. For this reason, SFM provides uniforms that are easily identifiable and professional. Shirts are made of a polyester-cotton blend that makes it easy for our landscapers to keep them clean. We issue five sets to each landscaper and mend or replace them as needed.

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



The identification card is just as important as a clear identifiable uniform. Every SFM employee is provided an employee ID and required to carry it with them during work hours.

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

SFM crew photographed at City of Miami Beach's Star Island.



8. QUALITY CONTROL



SFM uses a quality control program that will guarantee all services are performed to the highest standard as recognized by custom and usage in the industry. Enclosed we describe some of our methods regarding our inspection program that involve first line employees, supervisors, and the management team. All are involved in quality control and all are trained to understand their role in this project. We also have Quality Control Officers that are involved in all SFM's accounts. Our Quality Control Officer is and will continue to be very active in this account. Other than safety, providing the best possible service to our customers is paramount. And that can only be achieved by maintaining excellent quality standards.

How does SFM rely on technology to maintain quality control for every client? SFM uses a quality control software named "Orange QC". **(See enclosed sample Inspection)**

Program Objectives:

- Ensure that all employees have the knowledge and skills needed to perform their job
- Develop new skills in current employees to enable them to absorb changes in technology
- Improve the productivity of both individuals and work teams
- Encourage employee self-development and involvement in programs of lifelong learning

This software allows the SFM Quality control officers to:

- Perform inspection using a smart phone or tablet.
- Monitors account performance & sends real time alerts based on triggers you set.
- Generate reports for customers

The SFM Quality Control Program consists of two mutually supporting modules:

1. **Quality Control Plan** – establish standards, supporting processes, performance objectives and performance indicators to meet all performance requirements.
2. **Quality Control Monitoring Plan** – implement SFM QC to provide a structured approach to performance monitoring, deficiency avoidance, corrective actions, and reporting.



SERVICE QUALITY MEASUREMENTS/METRICS

Our Quality Control Technology

Every business *promises* quality service. How do you know who actually delivers? We use OrangeQC quality control technology to track and report on our performance for incredible data-backed insight and transparency.

We Inspect Regularly

We continually inspect your property and measure our own performance in quantifiable ways. Photos, timestamps, and GPS ensure each inspection accurately reflects how well everything was serviced.

You can always check our performance via the OrangeQC web portal. As soon as you log in, you'll see a dashboard with all our quality control data at a glance: our average inspection scores over time, how many inspections we've performed, our average response time for any issues, and more.

OrangeQC also compiles regular reports that give you greater insight into our performance. We've found this is a great way to communicate with our clients about our quality, what we're doing to improve, and our process.

We Use Data for Smarter Service

We regularly review the analytics of our performance at your site. This helps us ensure you're receiving the same high level of service you signed up for—and lets us nip problems in the bud.

The technology we use helps us track our performance at every level, from the entire site to individual line items in each site. That's how we get the details right while delivering an excellent overall maintenance.

We Make Communication Easy

We also use OrangeQC as a communication hub. It's fast and easy, and you'll always know your requests are going to the right place. The best part: you'll never have to install complicated software programs. All you have to do is send an email, log into a website, or (optionally) download a simple app.

Here's how it works:

- Whenever you need to put in a work order request or report a problem, you send an email to our dedicated address (or fill out a quick form on your computer or phone, whichever you prefer).
- OrangeQC automatically creates a ticket for each request.
- Our team gets the request immediately, assigns it to the right person, and makes sure it's taken care of fast.
- You can check on the status of an issue at any time, just by logging into your account.
- We track how fast it takes us to respond to every issue. This helps us know we are responding to your concerns and requests quickly.



MEASUREMENT TOOLS



Below is report provided to client that will show the evaluation of progress in 3 forms which include:



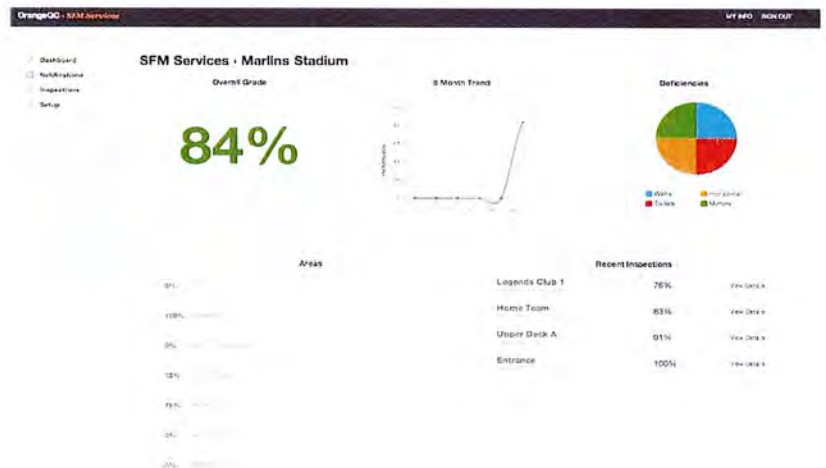
These reports can be emailed to our clients in a pdf format.

Email notifications are configured to notify SFM managers about the QC performance. The QC officer's iPad automatically synchronizes via a wireless network connection so that QC inspections can be tracked in real-time. Corrective action requests are immediately communicated to the relevant person.

All quality control inspections have precise timestamps to ensure frequency of monitoring and a clear indication of the date, time, area and results of the monitoring process

Management reports contain the following:

- Labor budget
- Supplies budget
- Equipment budget
- Sales



Below is an actual Inspection Report created by SFM's Quality Control Officer.

#5180229

SFM Services

Landscape Inspection

Location: Park Beaches of Miami Lakes (P - 21)
 Completed: 2020-02-15 8:21am
 Inspector: Danny Sandoval
 Score: 89%

Line Item	Rating	Score
Mowing Ensure mowing is being done properly	Above Average	90%

They being cut correctly and corresponding height.

NOTE :
The grass is being treated with weed control.

See the pictures.



Hedges Ensure hedges are well maintained	Above Average	90%
---	---------------	-----

They are trimmed correctly and detailed work is being done.

See the pictures.



Trees & Palms Ensure all trees are in good and safe conditions	Above Average	90%
---	---------------	-----

Trees and palms are well maintained.

See the pictures.



Line Item

Rating

Score



15

16

17

18

19

20



21

22

23

24

25

Edging

Ensure edging is being done properly

Above Average

90%

They are well maintained and detailed work being done.

See the pictures.



26

27

28

29

30

31



32

33

34

35

36

Weeds

Ensure all facets of weed control are being utilized

Above Average

90%

No weed was found in this place, all areas were checked and it looks good.

NOTE :

It is seen that the Crew is doing a more detailed job.

See the pictures.



Line Item

Rating

Score



37 38 39 40 41 42



43 44 45

Litter control

Above Average

90%

Ensure the landscaped area is clean and tidy

*No litter or debris was found in this park.
Looks clean and maintained.*

See the pictures.



46 47 48 49 50 51



52 53 54 55 56

Pests

Are there damaging pest or signs of disease present?

N/A

Irrigation System

Programmed correctly, Breaks?

Check irrigation system 1 x Month.

Overall Condition of Site

Is site clean, landscape health and well groomed?

*Detailed work is being done in this park.
Keep the good work.*

Parking Lot

Average

80%

N/A

Note



SFM'S INTERNAL COMMUNICATION SYSTEM

In order to maintain high quality standards, SFM relies on effective internal communication to quickly remedy any account deficiency. Below is a representation of SFM's internal communication process when an area is found deficient by a quality control officer.



CLIENT TICKET SYSTEM

Through our Quality Control software, we ask our clients to use the “Ticket System”. This feature helps us document and keep track of the quality of our services.

Here’s how it works:

All you have to do is send an email to our Quality Control System at ticket@sfmservices.com so we can address it. It’s that simple!

This email will trigger a ticket alert from the client to the SFM administration, which consists of:

1. Project Manager
2. Supervisors
3. SFM’s C.O.O.
4. SFM’s President

This ticket will remain open sending continuous alerts until addressed by the Area Supervisor and our SFM Project Manager, who will then respond. Their response will then trigger a “pending” designation. Once the ticket’s content is addressed, it will be shown as completed and filed within your folder in our QC program. This will enable us to sporadically open the folder and see if there are any re-occurring trends that will allow us to proactively service your property.

EMPLOYEE TRACKING



All supervisors and crew leaders driving SFM vehicles will have a GPS tracking system. This will assure they are servicing all locations and will tell us how much time is spent at each location.

SFM will track and document any incidents or repairs needed with the help of the tracking software. Software is web based and provides all reports in “real time”. Other capabilities are:

- ✓ Daily Activity Reports (accessible via internet)
- ✓ Incident Reports (real time)
- ✓ Monitors idling and harsh breaking
- ✓ Set Geo-fencing



9. SAFETY & TRAINING PROGRAM

SFM is committed to the safety and wellbeing of our employees. Our safety workplace and training program was developed to implement a safe and healthy work environment for both employees and clients. The Human Resources and Risk Management Department is responsible for developing, implementing, administering, monitoring, and assessing the safety program. This program is a top priority for SFM; its success depends on the alertness and personal commitment of all.

Education and training provide employers, managers, supervisors, and workers with:

- Knowledge and skills needed to do their work safely and avoid creating hazards that could place themselves or others at risk.
- Awareness and understanding of workplace hazards and how to identify, report, and control them.
- Specialized training when their work involves unique hazards.

As new hires onboard, they are provided with both education and training material relevant to their job as well as general safety procedures. All managers, supervisors, and workers are subject to continuing education and training as deemed necessary or requested.

Effective training and education are also provided outside our traditional classroom setting. Peer-to-peer training, on-the-job training, and worksite demonstrations are conducted to convey safety concepts, ensuring understanding of hazards and their controls, and promoting good work practices.

To ensure employees understand the material covered, every employee must complete and sign off on an Employee Orientation and Competency Assessment. 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. Employee training and education is documented and becomes a part of their employee file.

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



Winners of Employee Safety BBQ

**242 DAYS
WITHOUT AN
EMPLOYEE
ACCIDENT!!!**



**She won a car!!!
Vehicle Giveaway**



Safety Training being conducted by Joe Pinon



TRAINING OVERVIEW

SFM has a thorough training program specific for Landscape Services. Training is conducted by SFM's Director of Risk Management Joe Pinon. Mr. Pinon is a certified OSHA instructor with the State of Florida. This is a competitive advantage SFM has over other Landscape companies. It gives SFM the ability to train and retrain employees as necessary throughout the year. Trainings in "PPE (Personal Protection Equipment)" and "Work Safety Practices & Procedures" are conducted.



The following methodology is employed by Joe Pinon for his trainings:

1. Classroom teaching based on research and personal experiences.
2. Professional participation by experts in the field of the subject.
3. Practical exercises discussed and acted in role plays in class.
4. Situational Exercises where specific issues are presented and resolved in class by the student and further discussed in a group setting.
5. Testing and Quizzes of materials shared in class.
6. Providing training materials when necessary for further evaluation and study.

Employee Training Subjects Include but are not limited to:

- | | |
|--|--|
| ✓ Effective Supervision I | ✓ Effective Supervision II |
| ✓ Fire Extinguisher & Fire Prevention Training | ✓ Hazardous Material Handling |
| ✓ Work Safety Practices & Procedures | ✓ MSDS (Material safety Data Sheets) |
| ✓ PPE (Personal Protection Equipment) | ✓ Conflict Resolution |
| ✓ Sexual Harassment & hostile Work Environment | ✓ Ethics in the Workplace |
| ✓ EEO | ✓ Report writing (Incident v Accident reports) |
| ✓ DFWP | ✓ Dealing with Difficult Employees and Customers |
| ✓ Accident Investigation for Supervisors | ✓ Accident Reporting |
| ✓ Trash Hauling Procedures | ✓ CPR & First Aid (2 hrs.) |
| ✓ Customer Service | ✓ Supervisor training & Vehicle Safety |
| ✓ OSHA Training | ✓ Hazard communication |
| ✓ Proper use of chemicals & equipment | ✓ Use of cell phone while on duty |



10. POLICIES & PROCEDURES

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 LEVEL 1 & LEVEL 2 investigative background checks for all employees staffing our client's facilities. Our investigative background checks include the following:



- ✓ Social Security Number Verification
- ✓ Criminal History Search (7 years)
- ✓ Terrorist Watch List
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (7 years)
- ✓ Florida HRS Abuse Registry

SFM employee files contain health checks and required testing as well as all documented training and development compliant with OSHA.



All drivers for SFM are registered with SambaSafety. SambaSafety gives us the security of knowing that our drivers are continuously being monitored while on and off the job. Their system always encourages our employees to drive safely.



SHANNON MELENDI ACT/ BACKGROUND CHECKS

As a standard practice, our Team will run level 1 & 2 federal background checks (nationwide check involving all states) on all its new hires as required. Employees requiring access to federally regulated secure areas will undergo individual background screening. We have utilized the same FCRA (Fair Credit Reporting Act) compliant provider for over 5 years and have had no incidents of incorrect or false information. For this contract SFM will not hire any employee who:

- Has been convicted of a violent felony or conspiracy to commit a violent felony within the past (5) yrs.; or
- Has been convicted of a felony involving the trafficking of a controlled substance within the past (5) yrs.; or
- Has two (2) or more convictions for a violent felony, for conspiracy to commit a violent felony, or involving the trafficking of a controlled substance; or
- Is a sexual offender or a sexual predator; or
- Has failed to provide proof of United States citizenship or legal immigration status in the United States.



METHODOLOGY

Step 1: Utilize SFM's network of 1,000+ employees in local market, coordinate interviews with incumbent employees, utilize online digital platforms such as Zip Recruiter and social media. SFM also places advertisements in the local paper if necessary.

Step 2: Identify project supervisor candidates and perform 2 Panel Interview Process.

- Mario Cantero
- Christian Infante
- Robert Montesino

Step 3: Hire supervision

Step 4: Employee application review and job orientation

Step 5: Criminal background check and Drug screening

Step 6: Make offer of employment to all new hires and I-9 verification

Step 7: Joe Pinon, Director of Risk Management. Provide the following training task:

- General Operational Procedures
- PPE and proper use
- Onsite safety

Step 8: Joe Pinon, Director of Risk Management. Provide training to hourly personnel.

Assurance Personnel Availability

Some positions in this contract will be part time. This will allow us to have pool of back up staff on call that will already possess the necessary qualifications, training, and experience to carry out their work.



BLUEFORCE TIME AND ATTENDANCE SYSTEM

SFM Services integrated a time management software to monitor and control all aspects of employee time and attendance while reducing the cost of overtime, administrative labor, and clerical mistakes. Not only does this integration allow us to effectively manage our remote teams, it also insures we have the adequate staff available to carry out the daily operational tasks assigned to each location.

Below is a list of tailored services available through our software.

Biometric Fingerprint Equipped Time Clocks

SFM Services uses biometric fingerprint equipped time clocks to make time fraud obsolete. Working in tandem with our cloud-based time and attendance system, the biometric fingerprint time clock systems give us real time visibility into our workforce.

Mobile Time Tracking App

SFM Services offers the on-the-go employees the option to clock in/out via a mobile time clock app. The app contains Geo-fencing and Geo-tracking, so that we can securely track our workforce. Mobile Punch captures the date, time, and GPS location of each punch.

Telephone Time Tracking

In worksites where a traditional time clock is not an option, SFM Services allows telephone time tracking. In a nutshell, telephone time tracking allows employees to clock in and out via a landline. Employees simply call a toll-free number and follow the prompts. These punches are audited regularly, to ensure employees are punching into the assigned landline.

Real Time Alerts

Real time alerts are designed to ensure that our employees are in their designated worksites on time. A team of personnel, including the Supervisor and Manager, receive real time alerts when a scheduled employee forgets to punch in, punches in late, or fails to report to work. This scheduling technology assists us in responding immediately to no shows.



DRUG FREE WORKPLACE PROGRAM

SFM IS PROUD TO PARTICIPATE IN THE NATIONAL DRUG FREE WORKPLACE PROGRAM.

It is our desire to provide a drug free, healthy, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. While on our account premises and while conducting business-related activities off premises, no employee may use, possess, distribute, transfer, sell, or be under the influence of alcohol or illegal drugs to help ensure a safe and healthy working environment.



Much like seat belts with automobiles, Insurance companies have stringent requirements in the coverage they provide. Job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs and alcohol at any time during their employment if there is justifiable cause to do so.

All employees are subject to post accident drug testing. An employee involved in a work-related injury is required to take a drug/alcohol test with their post-accident visit at any care provider.

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



11. DISTICTIVE SERVICES OFFERED

SFM is not your typical service company. We offer a wide range of year-round services to our clients.

Street Sweeping
Available



SFM has a fleet of (7) street sweepers used to clean municipal streets, highways, and parking lots.

Pressure
Washing
Available



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

Debris Removal
Available



Self-loader grapple dump trucks (up to 200 CY)
Echo-friendly vehicle for litter control



DISASTER RECOVERY SERVICES

SFM Services is one of South Florida's top disaster recovery service provider. 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.



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

- ↶ 1992 Hurricane Andrew
- ↶ 2004 Hurricane Francis
- ↶ 2004 Hurricane Charley
- ↶ 2005 Hurricane Katrina (Mississippi & Florida)
- ↶ 2005 Hurricane Wilma (Mississippi & Florida)
- ↶ 2005 Hurricane Dennis
- ↶ 2008 Hurricane Ike (Texas)
- ↶ 2017 Hurricane Irma



Some of our clients in disaster recovery services include:

- Miami-Dade County 
- Miami-Dade County School Board
- Florida Dept. of Transportation
- City of Coral Gables
- City of Doral
- Town of Miami Lakes
- Village of Pinecrest
- City of North Miami Beach
- Village of Miami Shores
- City of West Park
- Baptist Health South Florida





Solid Waste Management
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

111 NW 1st Street • Suite 1610
Miami, Florida 33128
T 305-514-6666
miamidade.gov

Thursday, January 3, 2019

Christian Infante
SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL. 33016

Dear Christian:

On behalf of the Miami-Dade County Department of Solid Waste Management, I would like to thank SFM Services for your participation in the Hurricane Irma debris removal effort as one of six prime contractors. The quality and quantity of work performed by SFM Services during this emergency response has met our expectations. Further, your firm's responsiveness and focus on customer service have been very helpful to the Department.

Again, thank you for your service to Miami-Dade County.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Fernandez", written over a light blue horizontal line.

Mike Fernandez
Deputy Director for Operations
Miami-Dade County
Department of Solid Waste Management





VILLAGE OF PINECREST
Department of Public Works

Mark Spanioli, P.E.
Public Works Director
publicworks@pinecrest-fl.gov

March 26, 2018

Christian Infante
SFM Services, Inc.
9700 NW 79th Ave.
Hialeah Gardens, FL 33016

Dear Christian:

I am writing this letter to thank you and your staff for playing such an important role in the clean-up efforts following Hurricane Irma. Your crews worked diligently performing debris removal, cutting hazardous tree limbs, clearing streets of downed trees, and even removing the enormous downed trees at Pinecrest Gardens with the use of a large crane.

The Village of Pinecrest is pleased to have a local partner in our Disaster Response Team like SFM Services, Inc. Hopefully we won't have any hurricanes this year but, if we do, count on getting a call from me. Please feel free to list me as a reference.

Should you have any questions, please feel free to contact our office.

Thank you,

Mark Spanioli, P.E.
Public Works Director

10800 Red Road, Pinecrest, Florida 33156
T: 305.669.6918 | F: 305.669.6919
www.pinecrest-fl.gov



HIGH DISINFECTION SERVICES

SFM can help you by providing High Disinfection Cleaning and Electrostatic Disinfection Services. SFM only uses hospital grade and EPA registered products that kill 99.9% of bacteria and viruses including COVID-19. A key advantage to the highly affective electrostatic technology is its ability to cover 100% disinfectant solution to the applied surfaces. SFM is one of the only companies providing “Electrostatic Disinfecting” while most companies are using a less effective method called fogging.

SFM currently offers 2 different methods of disinfection services:



1. Electrostatic Disinfection. Using only EPA registered disinfectants, Electrostatic Disinfection provides 100% coverage.
2. Manual Disinfecting. Complete High-Disinfection wipe down of all high-touch, vertical and horizontal surfaces. (Tables, desktop equipment, light switches, doors, doorknobs etc.)



One of the first COVID-19 cases in Miami-Dade County was in the Town of Bay Harbor Islands. Our firm was contracted to provide high disinfection cleaning. Other clients we have helped with COVID-19 cases include:

- Miami-Dade County Public Schools (The 1st school disinfected in the County).
- City of Coral Gables Police Department.
- City of Hialeah City Hall & Fire Stations.
- City of Miami Beach City Hall, City fleet, & facilities.
- Town of Bay Harbor Islands and many more.

After our disinfection services, we provide you with a Certificate of Disinfection

! Promotes a safe and clean environment



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



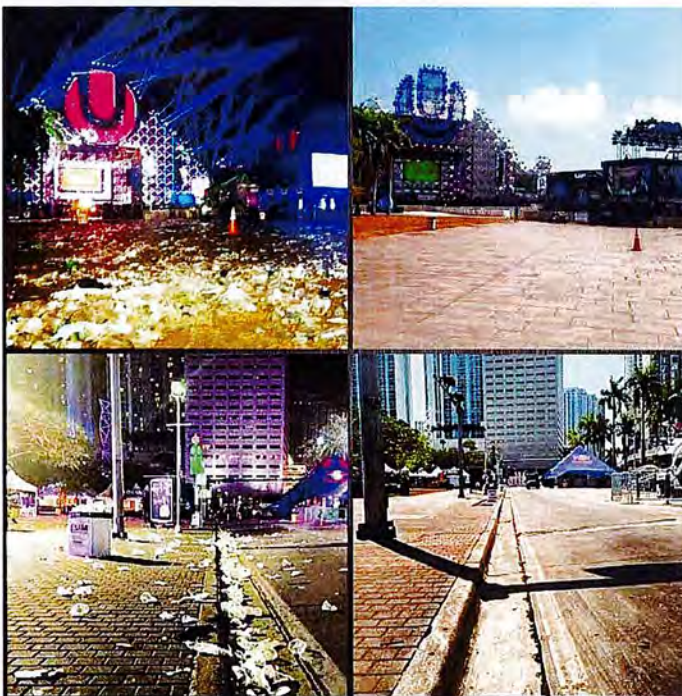
Years Serviced: **1972 to 2007**



Years Serviced: **1978 to Present**

BEFORE

AFTER



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



COMMUNITY INVOLVEMENT

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

Our commitment to the safety and wellbeing of our community is paramount. While COVID-19 continues to impact the world, SFM stands strong in backing our local community.

SFM Donates Face Buffs to Gables Police Department

SFM donated 300 custom face buffs for the City of Coral Gables Police Department with the CGPD logo printed on them.



Free Disinfecting of 1st Responder Fleet

Thank You for Your Service

As a thank you to our 1st Responders, SFM sent trained disinfecting crews to clean and disinfect the interior of police fleets at no charge to several local police departments.



During the 2020 pandemic, every Wednesday for 6 months was Pizza Day for the foster children and staff at His House Children's Home courtesy of SFM and their partners at Power Pizza.



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.



SFM participates in the annual Susan G Komen #RaceForTheCure



La Liga Contra El Cancer Walk



Miami Dade Schools & Miami Dolphins Butterfly Garden



City of Doral Earth Day Tree Donation



12. LICENSES, CERTIFICATIONS, & INSURANCE


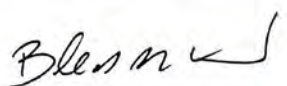
MBE Certification

Minority Participation

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

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

SFM is a registered minority firm with the Florida State Minority Supplier Development Council. Any question regarding MBE certification, please contact Beatrice Louissaint, President of the Florida State Minority Supplier Development 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): <u>561730; 561720</u>			
<small>* Description of their product/services as defined by the North American Industry Classification System (NAICS)</small>			
12/01/2020			FL02106
_____ Issued Date			_____ Certificate Number
12/01/2021	 Adrienne Trimble		
_____ 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			
<small>Certify. Develop. Connect. Advocate.</small>			
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®			



Florida Corporation Certification

*State of Florida
Department of State*

I certify from the records of this office that SFM LANDSCAPE SERVICES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 9, 2006.

The document number of this limited liability company is L06000047727.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on April 28, 2020, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
October, 2020*



Samuel R. Bee
Secretary of State

Tracking Number: 6474533982CU

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

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



Occupational Licenses

000408

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY



5770822

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

RECEIPT NO.
RENEWAL
1743963

EXPIRES
SEPTEMBER 30, 2021
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER
SFM LANDSCAPE SERVICES LLC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR
\$450.00 08/17/2020
FPPU10-20-013304

Employee(s) 100

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

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

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

CITY OF HIALEAH GARDENS	
10001 NW 87 Ave - Hialeah Gardens, Florida 33016	
BUSINESS TAX RECEIPT	
Business Name: SFM LANDSCAPE SERVICES LLC 9600 NW 79 AVE #02 HIALEAH GARDENS, FL 33016 Business Type: GENERAL OFFICE AND STORAGE	Date: 02/01/2021 Issued to: INFANTE, CHRISTIAN 1430 CECILIA AVE CORAL GABLES, FL 33146
LICENSE NO.: BL18510	TOTAL FEES PAID: \$420.00
Delinquency Fee: A 10 percent delinquent fee will be imposed if not renewed by October 1 and an additional 5 percent fee is charged for each month thereafter with total fee not to exceed 25 percent.	
Notes: STORAGE & GENERAL OFFICE: NO OUTSIDE STORAGE OR JUNK YARD, NO HAZARDOUS MATERIALS OR CHEMICALS, NO MECHANICAL REPAIRS, NO PAINTING OF ANY KIND, ALL WORK SHALL BE DONE INSIDE BUILDING.	
 City License Official	LICENSE YEAR 2020 - 2021
LICENSE MUST BE EXHIBITED CONSPICUOUSLY AT YOUR PLACE OF BUSINESS	



FDOT Pre-Qualification



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

June 9, 2021

SFM LANDSCAPE SERVICES, LLC
9700 NW 79 AVE
HIALEAH GARDENS, FLORIDA 33016

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2022. However, the new application is due 4/30/2022.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link:
[HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/](https://fdotwp1.dot.state.fl.us/ContractorPreQualification/)

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), LANDSCAPING

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(9), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Darlene Anderson, for

Alan Aubry, Manager
Contracts Administration Office

AR:cg

Improve Safety. Enhance Mobility. Inspire Innovation
www.fdot.gov



Miami-Dade County General Haulers Permit



March 10, 2021

Solid Waste Management
2525 NW 62nd Street • 5100
Miami, Florida 33147
T 305-314-6606

miamidade.gov

Mr. Christian Infante, President
SFM Services, Inc.
9700 NW 79th Ave
Hialeah Gardens, FL 33016

RE: 2021-22 General Hauler Permit Approval and Decals

Dear Mr. Infante:

Thank you for your recent General Hauler Permit application. **SFM Services, Inc.** (Permit #17121) has been approved through **January 31, 2022** to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals. **#GH22-0073:0074** for the following vehicles approved to transport solid waste in Miami-Dade County under this permit account.

1. 2000 Mack CH (N4541P)	2. 2000 Mack CH (N452P)
--------------------------	-------------------------

Each decal should be permanently affixed on the inside (upper) driver's side windshield of the vehicles. Any vehicle observed transporting without a decal permanently affixed to the windshield is in violation as prescribed in Chapter 15-17 of the Code of Miami-Dade County.

Please note that the Department of Solid Waste Management has the authority at any time, to request an accounting of the following.

- A summary of the number of tons of solid waste collected quarterly based on schedule service, as of the reporting date.
- A summary of the number of tons of recyclable material collected and marketed quarterly, on a schedule and format prescribed by the department.

You are advised to maintain accurate records in the event such a request is made. It is also recommended that you keep this document on file as proof of your General Hauler Permit approval.

In addition, General Haulers with solid waste accounts in unincorporated Miami-Dade County must report and pay monthly, a disposal facility fee on all accounts except recycling pickup or non-reoccurring C & D pickups.

Should you require additional information specific to your permit, contact the Permit Section at 305-514-6610. If you need assistance with the requirements of the Disposal Facility Fee, contact **Andrea Hankerson** at 305-514-6790 or via e-mail at Andrea.Hankerson@miamidade.gov

Sincerely,

Michelle J. Jackson Cooper
Special Projects Administrator 2
Enforcement Division



Maintenance of Traffic Certification

Certificate of Completion

CHRISTIAN INFANTE

Has Completed a Florida Department of
Transportation Approved Temporary Traffic
Control (TTC) Advanced (Refresher) Course.

08/30/2025

37

Juan Morales

76913

Date Expires

FDOT Provider #

Instructor

Certificate #



ATSSA
15 Riverside Parkway Ste. 100
Fredericksburg, VA
www.atssa.com
jessica.scheyder@atssa.com



For more information about Temporary Traffic
Control (TTC) or to verify this certificate
www.mofadmin.com



Arborist Certificates



The International Society of Arboriculture

Herobly Announces That

Christian H. Infante

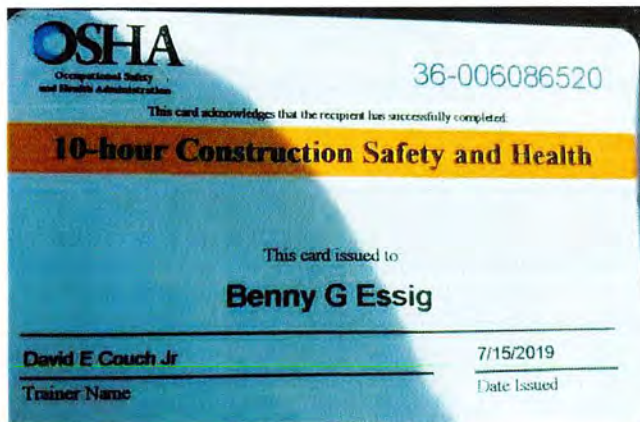
Has Earned the Credential

ISA Certified Arborist®

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

Caryn Peterson
Caryn Peterson
CEO & Executive Director

8 June 2020	30 June 2023	FL 1916A
<small>Issue Date</small>	<small>Expiration Date</small>	<small>Credential Number</small>



Broward County Tree Trimmer License/ Certificates of Completion



CLASS: **A**

TREE TRIMMER LICENSE

A- 528 08/31/2022

SFM SERVICES, INC. **EXPIRES:**
9700 NW 79TH AVE
HIALEAH GARDENS, FL 33016

TRAINED EMPLOYEE: CHRISTIAN INFANTE

FNGLA Certifications





TCIA Membership





Pesticide Licenses & Certifications

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM26154

CANTERO, MARIO Categories
9700 NW 79 AVE 6
HIALEAH GARDENS, FL 33016

Issued: June 7, 2019 Expires: June 30, 2023

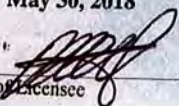
Signature of Licensee NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM15531

MONTESINO, ROBERTO Categories
11862 SW 234 TER 3
HOMESTEAD, FL 33032

Issued: May 30, 2018 Expires: May 31, 2022

Signature of Licensee ADAM H. PUTNAM, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

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

Date August 27, 2019 File No. LF289467 Expires August 27, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 27, 2023

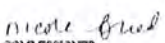
MARIO CANTERO
3405 SW 152 PASSAGE
MIAMI, FL 33185


NICOLE "NIKKI" FRIED, COMMISSIONER

Cut Here

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

MARIO CANTERO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF289467
HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING August 27, 2023

 Signature
COMMISSIONER

Walter sign
Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

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

Date November 7, 2018 File No. LF220081 Expires May 21, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 21, 2022

ROBERT MONTESINO
13321 SW 47 STREET
MIAMI, FL 33175


ADAM H. PUTNAM, COMMISSIONER

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

Date March 21, 2019 File No. LF283162 Expires March 21, 2023

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 21, 2023

ROBERT CORREA
9700 NW 79TH AVE
HIALEAH GARDENS, FL 33016


NICOLE "NIKKI" FRIED, COMMISSIONER




Horticulture Certifications



Management Practices



Miami-Dade County Irrigation License



CTQB
Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY


93P000530

LEMUS IRRIGATION, INC.
D.B.A.

Lemus Arno
LEMUS ARNO

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

General Contractors License



STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION

CGC1514564 ISSUED: 05/22/2020

CERTIFIED GENERAL CONTRACTOR
LIGNAROLO, FRANCESCO
SFM SERVICES INC

Francesco Lignarolo
Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022



Sample Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2021

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) 443-4886 USI Insurance Services LLC 2601 South Bayshore Drive, Suite 1600 Coconut Grove, FL 33133 INSURED SFM Landscape Services, LLC 9700 NW 79 Avenue Hialeah Gardens, FL 33016	CONTACT NAME: Jose Sardinias PHONE (A/C, No, Ext): 786.785.1158 FAX (A/C, No): E-MAIL ADDRESS: christopher.acosta@usi.com <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Old Republic Insurance Company</td> <td style="text-align: center;">24147</td> </tr> <tr> <td>INSURER B: Ascot Specialty Insurance Company</td> <td style="text-align: center;">45055</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: Ascot Specialty Insurance Company	45055	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 15304627 **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 SUBR INSD, 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) AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		MWZY312622	03/01/2021	03/01/2022	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 - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTO ONLY <input checked="" type="checkbox"/> Comp/\$250/\$ <input checked="" type="checkbox"/> Coll-\$500/\$1.0		MWTB31519820	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		64086	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe in brief DESCRIPTION OF OPERATIONS IN NH		MWC31262320	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Certificate Holder is an additional insured with respects to general liability and auto liability when required by written contract in accordance with the terms and conditions of the policy. Excess liability is follow form

CERTIFICATE HOLDER SFM Landscape Services, LLC 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 <div style="text-align: center; font-family: cursive; font-size: 1.2em;">B. M. Carl</div>
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ACORD 25 (2016/03)



2021 W-9

Form **W-9**
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
 See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9700 NW 79 Avenue

6 City, state, and ZIP code
Hialeah Gardens, FL 33016

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

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or

Employer identification number

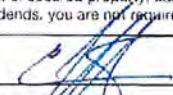
2	0	-	4	9	0	8	8	4	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ 

Date ▶ **01/18/2021**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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



