

INVITATION TO BID

Litter Control Services for Rights-of-Way and Town Parks (Primary)

ITB No. 2022-38



The Town of Miami Lakes Council:

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

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

Date Advertised	September 14, 2022
Non-Mandatory Pre-Bid Conference	11:00 AM, September 22, 2022
Bids Due	11:00AM, October 14, 2022

**Litter Control Services for
Rights-of-Way and Town Parks
ITB 2022-38**

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SECTION A. NOTICE TO BIDDERS

ITB Name: Litter Control Services for Rights-of-Way and Town Parks
ITB No.: 2022-38
Pre-Bid Conference: 11:00 AM, September 22, 2022
Bids Due: 11:00AM, October 14, 2022

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for Litter Control Services ("Services"). Bidders are to submit one (1) original and two (2) physical copies of their Bid, with original signatures together with one (1) additional virtual copy of the Bid on a Flash Drive. **Sealed Bids, including the Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 AM on October 14, 2022.**

Project Overview:

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

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

The Town is located in the northwest corner of Miami-Dade County, Florida. The Town was incorporated on December 5, 2000, and is one of the youngest municipalities in the County. Occupying a land area of approximately 6.6 square miles, the Town is home to approximately 30,000 residents and over 1,146 businesses. The Town has three office-commercial-industrial areas containing approximately 647 acres of land with approximately 6.9 million square feet of developed space.

Scope of Work:

Contractor shall perform litter/debris pick-up and disposal from the Town's Right-Of Way ("ROW") and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks. The work schedule shall be eight (8) hours a day between 7:00 A.M. and 5:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

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

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

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules, and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval from the Town. On occasion, the Town may request Contractor pick-up and dispose of bulky litter/debris items including, but is not limited to, mattresses, household garbage, furniture, pallets,

televisions, building materials, and scrap metal that may be a result of illegal dumping. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up.

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

Minimum Qualification Requirements:

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

1. Possess a minimum of three (3) years of experience performing litter control services, with at least one (1) year of local or county government experience; and
2. Must provide two (2) verifiable client references demonstrating completion of at least two (2) contracts, one (1) reference being from a local or county government entity, for services of similar scope and value performed within the last three (3) years.
3. Possess a general hauler permit and/or any other permit or license required by Miami-Dade County to perform these services.

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

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

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

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

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

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

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

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be

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

(i) Joint Venture or Teaming Agreements

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

B2.02 PREPARATION OF BID

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

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

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

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

B2.03 BID PREPARATION COSTS AND RELATED COSTS

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

B2.04 PRE-BID CONFERENCE

A non-mandatory pre-bid conference will be held in the Community Conference Room at the Government Center, 6601 Main Street, Miami Lakes, FL 33014 at 11:00 AM, on Thursday, September 22, 2022.

B2.05 QUALIFICATION OF BIDDERS

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

B2.06 EXAMINATION OF CONTRACT DOCUMENTS

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

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

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

B2.07 INTERPRETATIONS AND CLARIFICATIONS

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

B2.08 POSTPONEMENT OF BID OPENING DATE

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

B2.09 ACCEPTANCE OR REJECTION OF BIDS

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

(i) Unbalanced Bids

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

B2.10 WITHDRAWAL OF BID

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

B2.11 OPENING OF BIDS

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

B2.12 LOCAL PREFERENCE

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

B2.13 TIE BIDS

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

B2.14 AWARD OF CONTRACT(S)

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

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

B2.15 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 17-203, Section 16, which is available at [Town of Miami Lakes - Growing Beautifully - Home \(miamilakes-fl.gov\)](http://Town of Miami Lakes - Growing Beautifully - Home (miamilakes-fl.gov)).

B2.16 EXECUTION OF CONTRACT

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

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

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

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

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

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

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

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

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

B3.04 PUBLIC RECORDS AFFIDAVIT

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

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

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

B3.05 PUBLIC ENTITY CRIMES ACT

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

END OF SECTION

SECTION C. GENERAL TERMS & CONDITIONS

C1 INTENTION OF THE TOWN

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

C2 GENERAL REQUIREMENTS

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

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

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

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

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

C3 TIME IS OF THE ESSENCE

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

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

C4 NOTICES

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

For Town:

Edward Pidermann
Town Manager
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, Florida, 33014
pidermanne@miamilakes-fl.gov

Lorenzo Cobiella
Deputy Town Attorney
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, Florida, 33014
cobiella@miamilakes-fl.gov

For Contractor:

Christian Infante
President
SFM Services, Inc.
9700 NW 79th Avenue
Hialeah Gardens, FL 33016
cinfante@sfmtservices.com

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

C5 INDEMNIFICATION

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

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

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

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

C6 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor shall secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier shall have

agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents, and volunteers. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include a minimum of the following:

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

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

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

C6.02 EMPLOYER'S LIABILITY:

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

C6.03 COMPREHENSIVE BUSINESS AUTOMOBILE AND VEHICLE LIABILITY INSURANCE:

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

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

This insurance shall be written in comprehensive form and shall protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent Contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

- Personal and Advertising Injury with an aggregate limit of One Million Dollars (\$500,000).
- CGL Required Endorsements
- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation

- Premises and/or Operations
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed, or rented by Contractor or employees of the Contractor.

C6.05 CERTIFICATE OF INSURANCE:

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

C6.06 ADDITIONAL INSURED:

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

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

C7 RULES AND REGULATIONS

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

C8 SITE INVESTIGATION AND REPRESENTATION

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

C9 METHOD OF PERFORMING THE WORK

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

Where materials are transported in the performance of the Work, vehicles shall not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State, or local law(s). When

it is necessary to cross curbing or sidewalks, protection against damage shall be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas shall be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

C10 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

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

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

C11 SAFETY PRECAUTIONS

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

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

C12 LABOR AND MATERIALS

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

C13 VEHICLES AND EQUIPMENT

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

C14 PROJECT MANAGEMENT

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

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

C15 SUBCONTRACTORS

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

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

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

C16 AUTHORITY OF THE PROJECT MANAGER

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

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

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

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

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

C17 INSPECTION OF THE WORK

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

C18 TOWN LICENSES, PERMITS AND FEES

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

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

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

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

C19 TAXES

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

C20 REMOVAL OF UNSATISFACTORY PERSONNEL

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

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

C21 CHANGE ORDERS

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

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

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

C22 CLAIMS

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

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays shall include, but not be limited to, acts or neglect by any separate contractor

employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

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

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

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

C23 DISPUTES AND MEDIATION

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

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

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

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

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

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

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable;

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

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

C24 CONTINUING THE WORK

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

C25 FRAUD AND MISREPRESENTATION

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

C26 STOP WORK ORDER

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

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

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor shall resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the

Contract Term to the extent that, in the opinion of the Town Manager or designee, the Contractor may have been delayed by such suspension. In the event the Town Manager or designee determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor shall not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

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

C27 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

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

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

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

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

C28 DEFAULT AND TERMINATION

C28.01 EVENT OF DEFAULT:

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

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

C28.02 NOTICE OF DEFAULT-OPPORTUNITY TO CURE:

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

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

C28.03 TERMINATION FOR DEFAULT

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

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

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

C28.04 TERMINATION FOR CONVENIENCE

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

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

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

In no event, shall any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or

any claims made against the Contractor. Contractor shall not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

C29 CONTRACT EXTENSION

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

C30 FUNDS AVAILABILITY

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

C31 PRIORITY OF PROVISIONS

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

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

C32 TOWN MAY AVAIL ITSELF OF ALL REMEDIES

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

C33 COMPLIANCE WITH APPLICABLE LAWS

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

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

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

C35 INDEPENDENT CONTRACTOR

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

C36 THIRD PARTY BENEFICIARIES

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

C37 ASSIGNMENT OR SALE OF CONTRACT

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

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

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

C38 MATERIALITY AND WAIVER OF BREACH

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

C39 DEFENSE OF CLAIMS

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

C40 ACCESS TO AND REVIEW OF RECORDS

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

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

C41 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

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

C42 APPLICABLE LAW AND VENUE OF LITIGATION

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

C43 NON-EXCLUSIVE CONTRACT

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

C44 SEVERABILITY

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

C45 CONTRACT DOCUMENTS CONTAINS ALL TERMS

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

C46 ENTIRE AGREEMENT

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

END OF SECTION

SECTION D. SPECIAL TERMS & CONDITIONS

D1 SCOPE OF WORK

D1.01 GENERAL

Contractor shall perform litter/debris pick-up and disposal from the Town's Right-Of Way ("ROW") and Town Parks, excluding Royal Oaks and Miami Lakes Optimist Parks. The work schedule shall be eight (8) hours a day between 7:00 A.M. and 5:00 P.M., seven days per week, including holidays. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

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

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

Contractor shall dispose of all Litter and other items picked-up as part of the Work in accordance with all applicable laws, rules, and regulations. Contractor shall not use Town owned dumpsters or other third-party dumpsters without prior written approval by the Town. On occasion, the Town may request Contractor pick-up and dispose of bulky litter/debris items including, but is not limited to, mattresses, household garbage, furniture, pallets, televisions, building materials, and scrap metal that may be a result of illegal dumping. On such occasions, the Town will request pick-up in writing and will reimburse the Contractor for reasonable rental, dumping, or other direct fees associated with the pick-up. Contractor may be requested to meet NPDES compliance requirements. The contractor shall keep a daily log with the disposed material volumes which shall be submitted to the Town monthly.

D1.02 SPECIAL EVENTS CLEAN-UP

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

- i. Cleanliness – Responsible for cleaning the grounds
 - a. Advance – low traffic period: 1-hour minimum before event start
 - b. During Event- high traffic period: 2-hour minimum during event activities
 - c. Post-Event – low traffic period: 1-hour minimum after event clean-up to ensure grounds are clean and ready for use the following day
- ii. Litter/Debris Handling- responsible for handling of litter and debris
 - a. Trash bins- Provide fifty (50) gallon cardboard trash receptacles and liners (count to be determined by the Town by Work Order) throughout the grounds.

- b. Trash receptacles are to be serviced on an hourly basis to ensure no single receptacle is full. Trash receptacles must remain clean and odor free throughout the event. Contractor shall be reimbursed for the cost of the trash receptacles.
- iii. Disposal – On a regular basis, dispose of litter and debris in an appropriate place on-site as designated by the Project Manager.

Planned events for the 2022-2023 fiscal year include:

- Halloween (Nightmare on Montrose)
- Veteran's Day Parade
- Sports Hall of Fame Ceremony
- Veteran's 5K
- Movies in the Park (5 per year)
- Concert on the Green
- Health and Wellness Fair
- Spring Fling
- Fourth of July
- Irish Scottish Festival

Town reserves the right to add or remove events as necessary.

D1.03 EMERGENCY SERVICE

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

D1.04 TIME FOR PERFORMANCE OF THE WORK

Contractor must work daily between the hours of 7:00 A.M. and 5:00 P.M., including holidays. Any Work to be performed outside these hours will require the prior written approval of the Project Manager. Contractor shall also be required to provide emergency service on an on-call, as needed basis 24 hours, 7 days per week.

D1.05 VEHICLE SPECIFICATION

The Town reserves the right to schedule on-site inspections of equipment used in the performance of this contract.

It is the intent that the Contractor utilize vehicle suitable for or specifically designed for the collection of litter and debris. The design and integrity of the vehicles shall minimize spillage of material falling out of the vehicle. Contractor must utilize a pick-up style truck or street-legal utility cart capable of carrying and securing hand tools such as shovels, rakes, trash bags, personnel and safety equipment, and any other tools or equipment necessary to perform the Work.

Every vehicle utilized in this Contract shall be equipped with a hazardous material spill kit. Absorbent material or boom shall be immediately placed on the roadway by the Contractor in the

event of any engine or hydraulic oil leak from the vehicle as a result of hose breakage, etc. This material shall be cleaned up and removed by the Contractor.

All vehicles used by the Contractor must be clearly identified with the name of the company and phone number of local offices on each side of the equipment.

D2 CONTRACT TERM

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

D3 PROGRESS PAYMENTS

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

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

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

D4 INVOICES

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

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

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

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

a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

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

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

D5 PROGRESS MEETINGS

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

D6 ANNUAL WORK PROGRAM

Within fourteen (14) days of Contract execution, and subsequently every year within fourteen (14) days after the anniversary of the Contract execution date, the Contractor shall develop an Annual Work Program ("AWP") for all tasks to be performed under this Contract for use by its staff, and will be made available to the Project Manager, or designee, for review, comment, and approval. At a minimum, the AWP should include, but is not limited to, quality standards to meet, detailed information on route development, route frequencies, scheduling, response to resident complaints and Town requests, and any other methods or procedures required to ensure Work is performed to the satisfaction of the Project Manager, within the exercise of his reasonable discretion, and that any deficiencies in the Work are quickly identified and corrected. The approved AWP shall be incorporated into the Contract and the Contractor must adhere to the AWP to remain in compliance with the Contract.

D7 REPORTING

The Contractor shall report to the Project Manager the following:

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

D8 PERFORMANCE EVALUATION

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

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

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

D9 PENALTIES FOR NON-COMPLIANT OR UNSATISFACTORY WORK

All Work is subject to inspection by the Project Manager, Inspectors, or other authorized Town representatives at any time. As a result of these inspections, resident complaints, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the terms of this Contract

or the AWP, then the Town may assess an inspection fee of two hundred fifty dollars (\$250.00), which may be deducted from any sums due to the Contractor, and issue notice to the Contractor of the non-compliant Work.

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

D10 VEHICLE TRACKING

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

END OF SECTION

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2022-38 made this 3rd day of November in the year 2022 in an amount not to exceed \$budgeted funds by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and SFM Services, Inc., hereinafter called the "Contractor."

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

Attest:

By: [Signature]
Gina Inguanzo, Town Clerk

TOWN OF MIAMI LAKES

By: [Signature]
Edward Pidermann, Town Manager

Legal Sufficiency:

By: [Signature]
Lorenzo Cobiella, Deputy Town Attorney

Date: 11/3/2022

Signed, sealed and witnessed in the presence of:

CONTRACTOR

SFM Services, Inc.
(Contractor's Name)

By: _____

By: [Signature]

Name: Christian Infante

Title: President

Date: _____

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



CORPORATE RESOLUTION

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

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

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

n n n n n n n n n n Christian Infante n 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 03rd day of October n n, 2022.

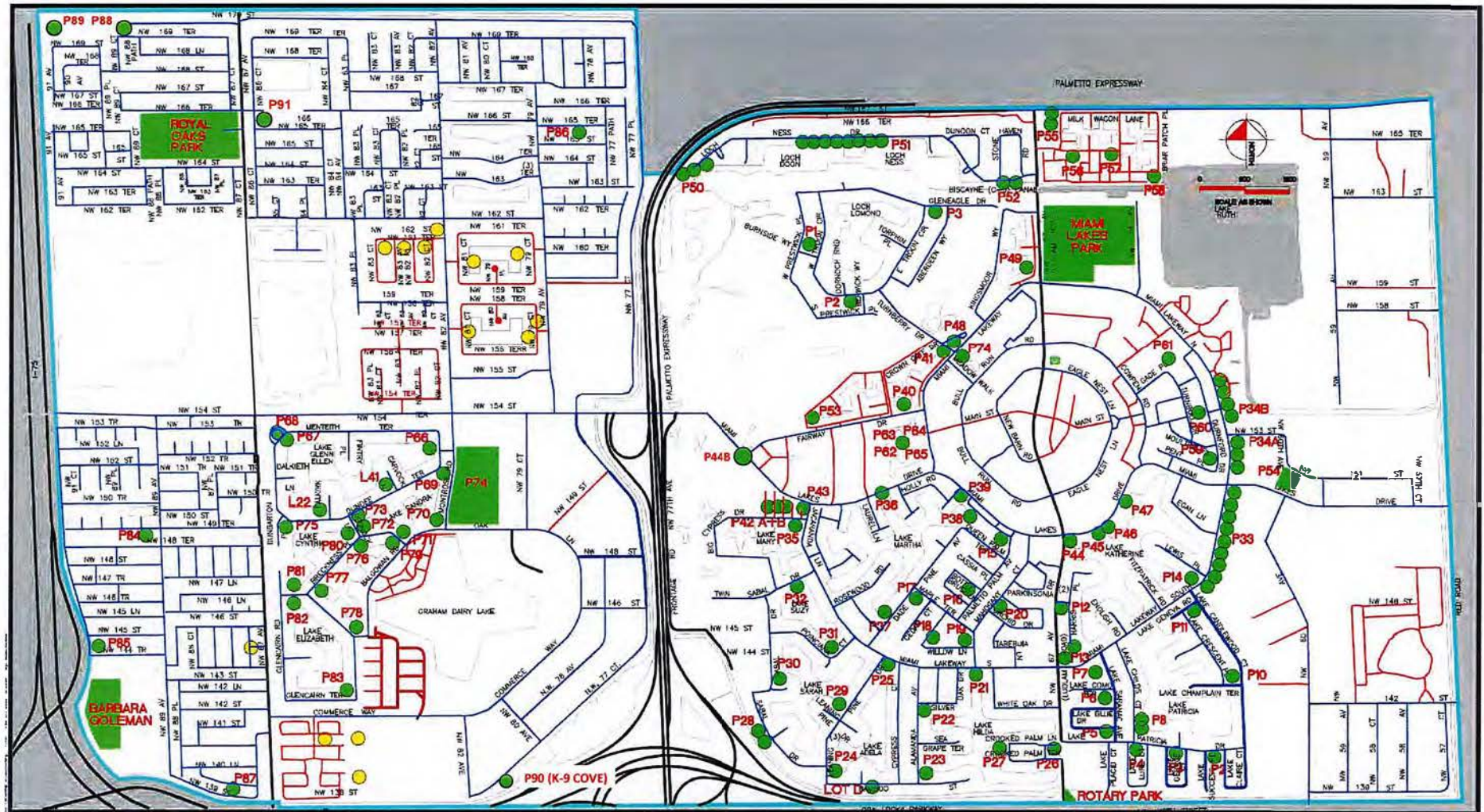


Corporate Secretary

(Corporate Seal)



EXHIBIT A – TOWN PARK INVENTORY



PARK INVENTORY MAP

● Mini Parks

Pocket Parks

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

P38 - 14844 Dade Pine Ave.	0.12	15	206
P39 - 6880 Miami Lakes Dr.	0.39		490
P40 - 7014 Crown Gate Pl.	0.12		586
P41e 15520 Turnberry Dr.	0.43		673
L41e 14100 Garvock Pl.	0.26	50	420
P42A & B - 15017 Coconut Ct.	0.14		514
P43 - 7420 Miami Lakeway South	0.65	200	1813
P44 - 6640 Ludlam Dr.	0.38	105	637
P44B – 76950 Fairway Drive	0.16	135	355
P45 - 6550 Miami Lakes Dr. East	0.21		415
P46 - 6550 Miami Lakes Dr. East	0.21		415
P47 - 6480 Miami Lakes Dr.	0.35		800
P48 - 6850 Fern Dr.	0.53		617
P49 - 15500 NW 67 Ave.	0.21		396
P50 - 16470 Loch Ness Dr.	1.78		1513
P51 - 6970 Loch Ness Dr.	1.05		877
P52 - 6700 Loch Ness Dr.	1.36		1817
P53 - 7281 Fairway Dr.	0.40		684
P55 - 6699 Windmill Gate Rd.	0.00		0
P56 - 16331 Ravenwood Pl.	0.22		396
P57 - 6402 Turkey Run Ter.	0.23		396
P58 - 6349 Jack Rabbit Ln.	0.65	92	727
P59 - 15210 Durnford Dr.	0.30		441
P60 - 15341 Turnbull Dr.	0.50		689
P61 - 15430 Durnford Dr.	0.73		757
Tract A - 15211 Loch Isle Dr.	0.21	42	376
P62 - 15181 Loch Isle Dr.	0.27		0
P63 - 15180 Loch Isle Dr.	0.27		0
P64 - 15320 Loch Isle Dr.	0.27		0
P65 - 15181 Loch Isle Dr.	0.33		0
P66 - 15132 Menteith Ter.	0.33	105	610
P68 - 8560 Menteith Ter.	0.39		506
P69 - 8210 Dundee Ter.	0.55		615
P70 - 8295 Balgowan Rd.	0.16		330
P71e 8335 Rednock Ln.	0.20	70	381
P72 - 8461 Rednock Ln.	0.25		405
P73 - 8460 Dundee Ter.	0.18		375
P74 East - 15690 Bull Run Rd.	2.47		3710
P75 - 14961 Dunbarton Pl.	0.32		429
P76 - 8422 Rednock Ln.	0.14		360

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

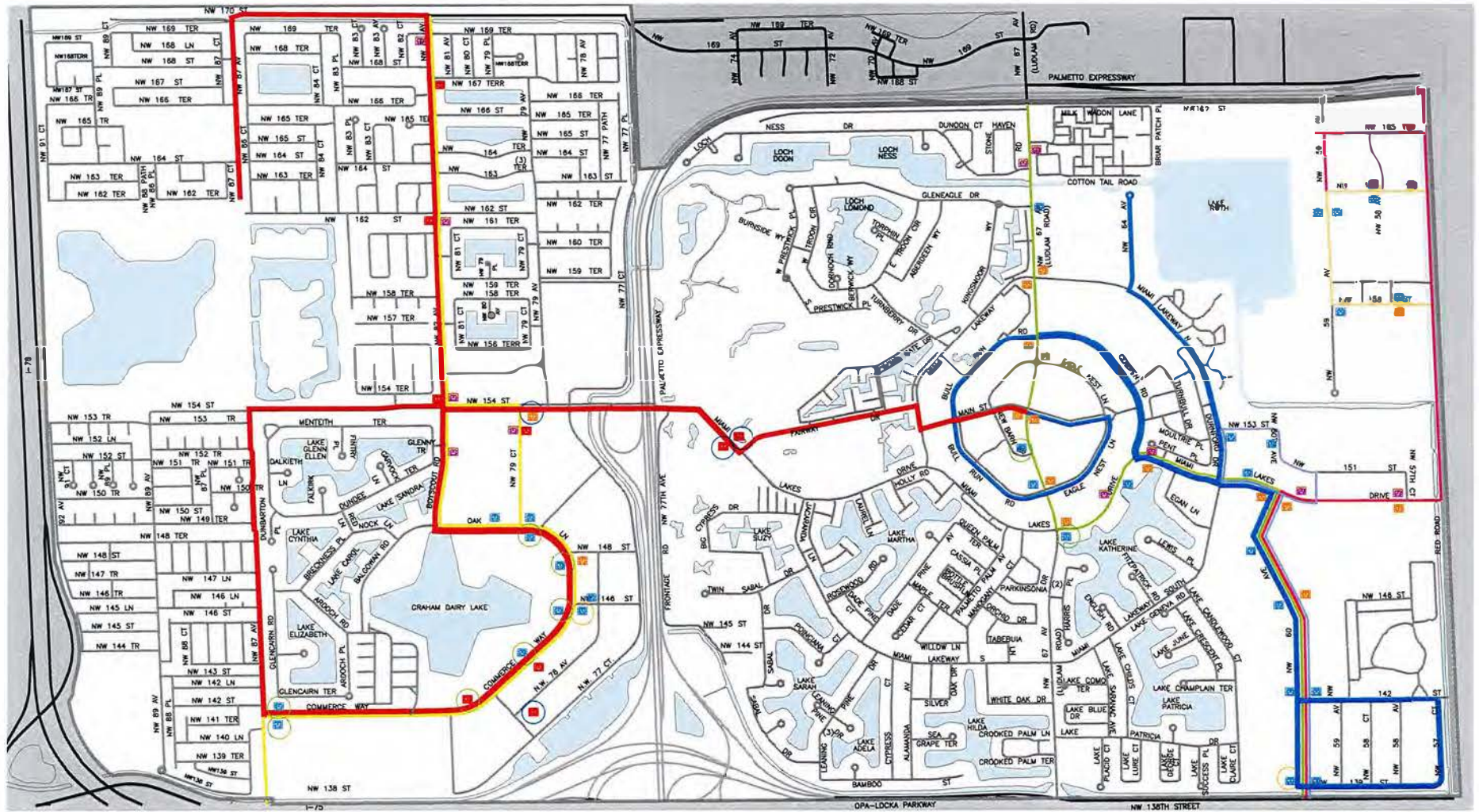
Neighborhood Parks

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

Lakefront Beach Parks

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

EXHIBIT B – BUS SHELTERS/TOWN CIRCULATOR



PUBLIC WORKS DEPARTMENT

Town of Miami Lakes



ROUTE 20 ROUTE 24 ROUTE 25 ROUTE 27 THE TOWN CIRCULATOR TML WEST ROUTE	ROUTE 75 ROUTE 135 BUS STOP w/ TOWN SHELTER BUS STOP w/ BENCH BUS STOP w/ SIGN ONLY BUS STOP w/ COUNTY SHELTER NEW BUS SHELTER	PROPOSED NEW LOCATION PROPOSED NEW LOCATION REQUIRING SIDEWALK INSTALLATION BUS STOP, SHELTERS AND BUS ROUTES 2011/ 2012
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SECTION E. CONTRACTOR'S BID



SFM Services, Inc. Proposal for Town of Miami Lakes ITB 2022-38 Litter Control Services for Rights-of-Way and Town Parks



Submitted by:
Christian Infante, President
SFM Services, Inc.
9700 N.W. 79TH Avenue
Hialeah Gardens, FL 33016
cinfante@sfmtservices.com
Ph. 305.818.2424
Fx. 305.818.3510
Submitted on October 14th, 2022

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2. LETTER OF INTENT



Friday, October 14, 2022

Nathalie Garcia
Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

Dear Ms. Garcia and Members of the Evaluation Committee:

SFM Services, Inc., appreciates the opportunity to submit a proposal to the Town of Miami Lakes in response to ITB 2022-38 Litter Control Services for Rights-of-Way and Town Parks. **We have proudly serviced this contract since 2013.** SFM is a local, minority, family-owned and operated company headquartered in Miami-Dade County; Our office is approximately 15 minutes away from The Town of Miami Lakes. Enclosed, you will find information on our firm that will demonstrate why we are still the right choice for the Town of Miami Lakes.

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. SFM has the experience, personnel, equipment, and resources to not only meet, but exceed target goals.

SFM is a permitted Miami-Dade County General Hauler. 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 and is fully committed to perform the Town's litter control 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

President



3. 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
- Baptist Health South Florida since 2015
- Town of Miami Lakes since 2003
- City of Coral Gables since 2001

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 headquarters are located in 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.

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 last year, SFM was named a Sun Sentinel Top Workplace!



The Right Choice

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 Miami Lakes.**



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 President Christian Infante is an ISA Certified Arborist, holds a Broward County Class A Tree Trimmer License and is a certified Traffic Control Supervisor. 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 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 experience providing year-round landscape maintenance services, and tree trimming & removal services to some of South Florida's most prominent medical and educational facilities such as Baprtst Health South Florida, Broward Health, Miami-Dade College, and the Miami-Dade County School Board. Some of our most notable clients from the public sector include:

- | | |
|----------------------------|--|
| • City of Doral | • Village of Key Biscayne |
| • City of Tamarac | • City of Margate |
| • City of Coral Gables | • City of Fort Lauderdale |
| • Town of Miami Lakes | • City of Miami Beach |
| • City of Homestead | • City of Miami Springs |
| • Village of Biscayne Park | • Florida Department of Transportation |
| • City of Miramar | • City of North Miami Beach |
| • City South Miami | • North Bay Village |



BENEFITS OF HIRING SFM SERVICES



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. SFM Headquarters are approximately 10 minutes away from Miami Lakes.

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





FDOT Landscape Installation
Coral Way Exits of SR 826

City of Coconut Creek



Old Spanish Villa



Granada Golf Course





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 planted 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



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 provided 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



City of Doral

8401 NW 53rd Terrace. Doral, FL 33166

Henry Martinez, Superintendent of Streets

Ph: 305.593.6740 Ext. 6003/6025 Email: henry.martinez@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





Baptist Health South Florida



Baptist Health South Florida

8950 North Kendall Drive Miami, FL 33176

Yanei Perez, Property Manager

Ph: 305.812.9179 Email: yaneip@baptisthealth.net

Date of Service: 2015- present

Description of Service:

SFM provides complete landscape maintenance including tree trimming, irrigation maintenance, mulching, and landscape installation to several Baptist Health locations.

SFM maintains approximately 42.3 acres of land.

Town of Miami Lakes

6601 Main Street, Miami Lakes, FL 33014

Jeremy Bajdaun, CPRP Director of Parks and Recreation

Ph: 305.364.6100 Fax: 305.558.8511 Email: bajdaunj@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

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.





is proud to work with:



4. PRICING & BID FORM



BID FORM

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

9700 NW 79 Avenue Hialeah Gardens, FL 33016, submitted on October 5th, 2022
(Address) (Date)

to furnish all Work as stated in the ITB and Contract Documents for ITB No. 2022-38 for Litter Control Services for Rights-of-Way and Town Parks

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 Code 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, delisted or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

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





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

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

BID PRICE

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

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

Item No.	Description	U/M	Unit Price	Quantity (Hours)	Annual Price
1	One Person Litter Crew (Vehicle Plus Operator)	Hourly	\$ 33.00	2920	\$ 96,360.00
2	Special Events/ Debris Pick-Up & Disposal	Hourly /Per Person	\$ 33.00	340	\$ 11,220.00
3	Emergency Services - One-Person Litter Crew (Vehicle Plus Operator)	Hourly	\$ 33.00	260	\$ 8,580.00
TOTAL BID AMOUNT					\$ 116,160.00

ADDITIONAL SERVICES

Item No.	Description	U/M	Unit Price
4	Grapple Truck for Bulky Waste Removal	Hourly	\$ 225.00
5	Emergency Services - Grapple Truck for Bulky Waste Removal	Hourly	\$ 350.00

Firm's Name: SFM Services, Inc.

SSN or Federal ID No.: 59-2765887 Telephone No.: 305.818.2424 n n n

E-Mail Address: cinfante@sfmtservices.com Facsimile No.: 305.818.8510 n n

Town/State/Zip: 9700 NW 79 Avenue Hialeah Gardens, FL 33016

Printed Name/Title: Christian Infante, President Signature: 

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





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?

35+

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

Miami-Dade County General Haulers Permit No.: 17121 01/18/2022

Please refer to proposal for additional license and certification information.

(*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: 59-2766887

- 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: 01/09/1987

i. Date filed: 01/09/1987

ii. Document Number: M44559

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

- e. What is your primary business? Landscape Services n n
(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		

N/A

3. Company Ownership

a. Identify all owners or partners of the company:

Name	Title	% of ownership
Christian Infante	President	51
Jose Infante	Founder	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 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 level of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Christian Infante, President		☒	☐	☐	☐
Jose Infante, Founder		☒	☐	☐	☐
		☐	☐	☐	☐
		☐	☐	☐	☐

Explanation for Other: _____

4. Employee Information

- a. Total No. of Employees: 100
- b. Total No. of Managerial/Admin. Employees: 8
- c. Number of Trades Personnel and total number per classification:
(Apprentices must be listed separately for each classification)

N/A

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

6. Employer Modification Rating: 1.32 d d d

7. Insurance Information:

- a. Insurance Carrier name & address:

Old Republic Insurance Company 307 North Michigan Avenue, Chicago, IL 60601





- b. Insurance Contact Name, telephone, & e-mail:
USI Insurance Services LLC- 201 Alhambra Circle, Suite 1205 Coral Gables, FL 33134
Jose Sardinas 786.427.5982; Jose.Sardinas@USI.com
- c. Insurance Experience Modification Rating (EMR); 1.32a
(if no EMR rating please explain why)
- d. Number of Insurance Claims paid out in last 5 years & value: 136 \$2,496,461.87 (SFM Company wide)
8. Have any lawsuits been filed against your company in the past 5 years? ☒ Yes ☐ No

If yes, in a separate attachment, identify each lawsuit and its current disposition. For each lawsuit provide its case number, venue, the year the suit was filed, the basis for the claim or judgment, its current disposition and, if applicable, the settlement unless the value of the settlement is covered by a written confidentiality agreement.
9. To the best of your knowledge, is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. ☐ Yes ☒ No

If yes, in a separate attachment, provide details including the identity of the officer and the nature of the investigation.
10. Have any employees or Principals (including stockholders with over 10% ownership) of the company been convicted by a Federal, State, County or Municipal Court of or do any employees or Principals have any pending violations of law, other than traffic violations? ☐ Yes ☒ No

If yes, in a separate attachment, provide an explanation of any convictions or pending action including the name of the Key Staff member or Principal involved and the nature of the offense.
11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the name of the project, the circumstances of default or assessed damages, and the ultimate disposition of the Issue.
12. Has the Bidder or any of its principals failed to qualify as a responsible Bidder, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years? ☐ Yes ☒ No

If yes, in a separate attachment provide an explanation including the year, the name of the awarding agency, and the circumstances leading to default.
13. Has the Bidder or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? ☐ Yes ☒ No





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

14. Prior Experience:

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

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

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

15. Vehicles & Equipment:

a. Vehicle List:

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

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

By: 
Signature of Authorized Officer

10/03/2022
Date

Christian Infante
Printed Name





EQUIPMENT AND VEHICLES

Please refer to our Equipment section within our proposal.

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

<u>Vehicle/Equipment</u>	<u>Manufacturer</u>	<u>Vehicle/Equipment Age (Years)</u>	<u>Rented/Owned</u>	<u>Dedicated Solely to Town's Work</u>
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐
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			☐ Rented/Leased ☐ Owned	☐
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			☐ Rented/Leased ☐ Owned	☐
			☐ Rented/Leased ☐ Owned	☐





CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for ITB 2022-38 for Litter Control Services for ROW and Town Parks

The above referenced contractor has submitted a response to a solicitation that has been issued by the Town of Miami Lakes. You are receiving this letter because the contractor referenced you in its submission. To aid us in our evaluation, we would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Public Entity: City of Coral Gables d d d

Name of Project: Landscape Maintenance Services

Scope of Work: 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.

Initial Value of Contract: \$ _____ Is contract still active? ☒ Yes ☐ No

Final Contract Value: \$ _____

Was the work performed timely: ☐ Yes ☐ No

Was the work performed to acceptable quality standards? ☐ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☐ Yes ☐ No

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

Would you enter into a contract with the Contractor 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 Owner: _____ d d d

Name of Individual completing this form: _____ Date: _____

Signature: _____ Title: _____

Telephone: _____ d d E-mail: _____

Sincerely,

Nathalie Garcia
Procurement Manager





ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: ITB 2022-38 Litter Control Services

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

Addendum No. <u>1</u>	Dated <u>9-22-22</u>
Addendum No. <u>2</u>	Dated <u>10-4-22</u>
Addendum No. <u>3</u>	Dated <u>10-11-22</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

☐ No Addendum issued for this Solicitation

Firm's Name: SFM Services, Inc.

Authorized Representative's Name: Cristian Infante

Title: President

Authorized Signature: 



**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of
SFM Services, Inc. e e e e, a corporation organized and existing under the laws of the
State of Florida, held on the 3rd day of October, 2022, a resolution was duly passed and
adopted authorizing (Name) Christian Infante as (Title) President of the
corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested
by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify
that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of October, 2022.

Secretary:



Print: Jose Infante

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

I HEREBY CERTIFY that at a meeting of the Board of Directors of
_____, a partnership organized and existing under the laws of the
State of e e e e e, 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: _____



NOT APPLICABLE
CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)

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

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

Signed: _____

Print: _____



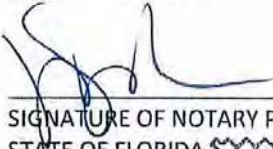
NOTARIZATION

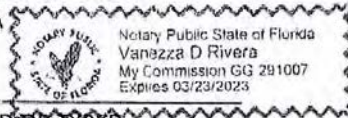
STATE OF Florida)

) SS:

COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 3rd day of
October, 2022, by Christian Infante, who is personally known
to me or who has produced n/a as identification and who ☒ did
/ ☐ did not) take an oath.


SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC



SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

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

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

by Christian Infante, President
[print individual's name and title]

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

whose business address is

9700 NW 79 Avenue Hialeah Gardens, FL 33016

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

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

signing this sworn statement: a a a a)

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

FormPEC



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

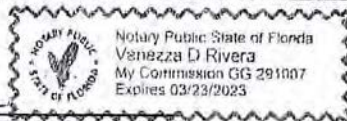
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

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 3rd day of October, 2022.

My Commission Expires:

Notary Public State of Florida at Large



A handwritten signature in blue ink, likely belonging to the notary public, Venezuela D. Rivera.

Form PEC



NON-COLLUSIVE AFFIDAVIT

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

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

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

By: [Signature]

Witness

Christian Infante

(Printed Name)

President

(Title)

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

WITNESS, my hand and official seal this 3rd day of October, 2022.

My Commission Expires:

[Signature]
Notary Public State of Florida at Large



Form NCA



ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

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

By: 
Title: President

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

WITNESS, my hand and official seal this 3rd day of October, 2022.

My Commission Expires 03/23/2023

Notary Public State of Florida at Large


Notary Public State of Florida
Valdezza D. Rivera
My Commission GG 291007
Expires 03/23/2023

FormAK



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 Services, Inc. the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 11.2, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

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

Signed, sealed and delivered in the presence of:

[Signature]
Witness

Witness

By: [Signature]

Christian Infante
(Printed Name)

President
(Title)

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

WITNESS, my hand and official seal this 3rd day of October, 2022.

My Commission Expires: [Signature]
Notary Public State of Florida
Vanezza D Rivera
My Commission GG 291007
Expires 03/23/2023
Notary Public State of Florida at Large

F0011C01



COMPLIANCE WITH PUBLIC RECORDS LAW

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

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

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

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

Company Name: SFM Services, Inc.

Authorized representative (print): Christian Infante

Authorized representative (signature):  Date: 10/03/2022





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: SFM Services, Inc. Solicitation No.: ITB 2022-38

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:

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

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

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

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship


Authorized Signature

10/03/2022

Date:

Christian Infante
Print Name

President
Title:





ITB 2022-38

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

Addendum #1

Due Date: 11:00 AM EST, October 5, 2022

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

Clarification:

1. This addendum is issued, in part, to provide the bid tabulation for 2018-12R, Litter Control Services for Rights-of-Way and Town Parks attached hereto and provided as a separate attachment.

Questions:

1. Will the Town be responsible for determining how many crews will be used for this solicitation?

Response: The Town will determine how many crews will be used based on available budget.

2. How many crews does the Town anticipate using at the time on this Contract?

Response: See response to questions #1.

3. Will multiple contractors be awarded a contract?

Response: The Town anticipates awarding a primary, a secondary, and possibly a tertiary contract.

4. For Bid Price Item #1, does the bidder need to provide a vehicle with the driver and a worker, or just the vehicle and the driver?

Response: Just the vehicle and the driver.

Acknowledgement:

Christian Inlante

Name of Signatory

President

Title

10/03/2022

Date


Signature
SFM Services, Inc.
Name of Bidder





Solicitation No.: 2018-12R

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

Bidders	Bid Amount
Kita Corp	\$70,000.00
SFM Services, Inc.	\$76,459.60
Superior Landscaping & Lawn Service, Inc.	\$154,854.00





ITB 2022-38

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

Addendum #2

Due Date: 11:00 AM EST, October 12, 2022

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

Clarifications:

1. The bid due date is hereby extended to 11:00 AM EST, October 12, 2022.

Acknowledgement:

Christian Infante
Name of Signatory
President
Title
10/05/2022
Date


Signature
SFM Services, Inc.
Name of Bidder





ITB 2022-38

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

Addendum #3

Due Date: 11:00 AM EST, October 14, 2022

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

Clarifications:

1. The bid due date is hereby extended to 11:00 AM EST, October 14, 2022.

Questions:

1. How many crews does the Town plan on using?

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

2. Please clarify the requirements as it relates to dead animals. Per Miami-Dade County Animal Services, all dead animals on public rights-of-way must be reported to them for pick up.

Response: Please refer to section B1 Item 17.

3. Please confirm that tires, large piles of vegetative debris, branches palm fronds, etc., and other items over 25 lbs. are not considered "litter" and would require a separate proposal for proper hauling and disposal.

Response: Please refer to section B1 Item 17 and Section D1.01.

4. Please confirm who is responsible for the cost of the doggie bags required for replenishment at the parks.

Response: The vendor will be responsible for the doggie bags.

5. How many doggie bag stations are there?

Response: 36.

6. Who is responsible for providing the trash bins and trash liners for the special events? If the vendor, where do we include pricing of these items?

Response: The vendor is to provide trash bins and liners for special event. Include pricing in Item No. 2 of the Bid Form.





7. Please confirm that the 17 special events mentioned all take place after hours or on weekends, thus requiring overtime.

Response: Yes. Special events take place after hours or on weekends.

Acknowledgement:

Christian Infante
Name of Signatory
President
Title
10/11/2022
Date


Signature
SFM Services, Inc.
Name of Bidder



5. KEY PERSONNEL

SFM's team is composed of highly motivated, trained, and experienced personnel. The SFM team has the following certifications and credentials:

- ✓ ISA Certified Arborists
- ✓ M.O.T. (Maintenance of Traffic) Certified
- ✓ Licensed Tree Trimmer
- ✓ Licensed Herbicide Applicators
- ✓ FNGLA Maintenance Technicians
- ✓ TCIA Certified
- ✓ Horticultural Certifications
- ✓ APWA Members



greater
miami
chamber
of commerce



Jose M. Infante, Founder.

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.





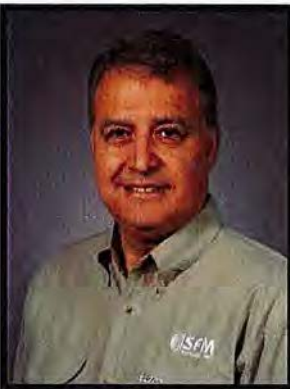
Mario Cantero, General Manager-Landscape Division.

Mr. Cantero manages all landscape operations for SFM. He has over twenty-five (25) years of experience in the service industry. Mr. Cantero is a FNGLA Certified Horticultural Professional and licensed Commercial Pesticide Applicator. Mr. Cantero is currently seeking certification as Arborist with the International Society of Arboriculture. Mr. Cantero grew up playing sports at the City of Coral Gables Youth Center.



Robert Montesino, Operations 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.



Gerson Nadal, Fleet Manager.

Mr. Nadal 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 is a Society for Human Resource Management Certified Professional. She 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. Recently, Ms. Bello led the implementation of SFM's new HR workforce software, UKG.



Joe Pinon, Director Risk Management.

Mr. Pinon is SFM's Risk Manager and head of our Safety Committee Organization. Mr. Pinon has (25) years of senior management experience in the public and private sector as an Assistant City Manager for the City of Miami Beach and City of Miami. Mr. Pinon is a certified instructor in OSHA training and administers year-round education and training materials to all SFM employees. Mr. Pinon conducts thorough investigations of all work-related incidents and accidents and tailors subject matter training based on his findings.



Elizabeth Castillo, Corporate Controller.

Ms. Castillo's experience encompasses 15 years in hospitality and accounting. She is responsible for the accounting and finance functions of the company, including revenue cycle management, accounting for costs, treasury management, and financial reporting. Recently, Ms. Castillo led the implementation of SFM's new ERP software, NetSuite.



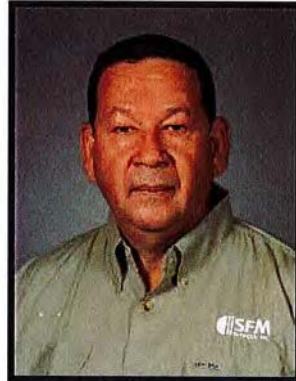
Vanezza Rivera, Executive Administrative Assistant.

Ms. Rivera provides corporate assistance to Senior Officers at SFM. She is directly involved in all government contracting opportunities. She prepares formal bid qualifying proposals and submittal materials for purchasing committees. Additionally, she manages subcontract agreements, SFM's insurance portfolio, and GL/Auto liability claims. 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.

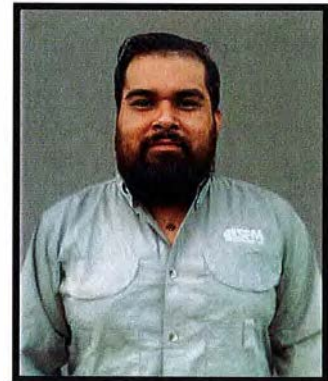




ALAIN BARREIRO
AREA SUPERVISOR



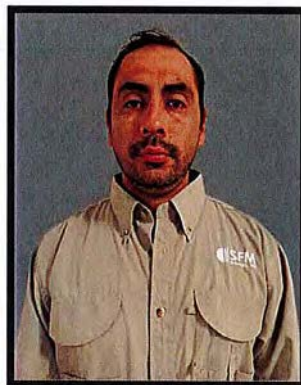
CARLOS OSINAGA
AREA SUPERVISOR



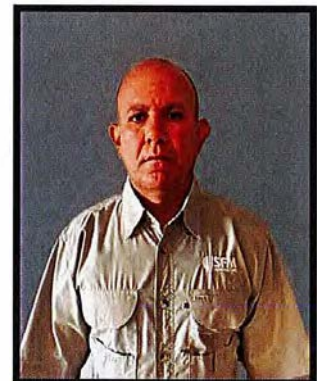
NICOLAS RUBIO
PROJECT MANAGER



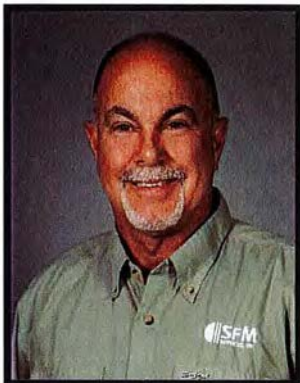
DANYLO SANDOVAL
PROJECT MANAGER



DANIEL ECHEVERRIA
PROJECT MANAGER



ARIAM ALVAREZ
PROJECT MANAGER



FRANK IANNUZZI
PROJECT MANAGER



LANDSCAPE CREWS



WILLIAM BASTIDA
ARBOR SUPERVISOR



6. OPERATIONAL UNDERSTANDING & APPROACH

APPROACH TO START-UP OPERATIONS

Client Name	Start Date	Transition Lead
Town of Miami Lakes	T.B.D.	Robert Montesino, Operations Manager

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.

Goals:

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

10-Step Process:

1. Mobilize SFM Transition Task Force
2. Expectations Meeting with Town of Miami Lakes
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

Service dates and times will be coordinated with the Town of Miami Lakes staff to ensure minimal disruption to traffic, residents, and businesses. Service schedules can be adjusted to meet specific needs of the Town of Miami Lakes.



EQUIPMENT

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

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



(3) Chippers. Bandit & Vermeer

(3) Stump grinders. Carlton



(4) Water Trucks

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



(36) Pickup trucks. Chevy & Nissan

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





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 facilities 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

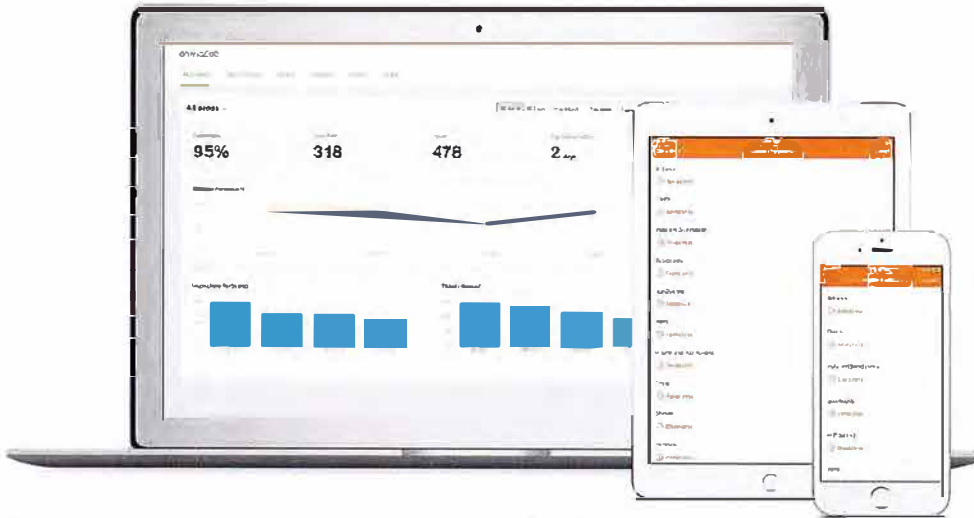
We also use OrangeQC as a communication hub. It's fast and easy, and you'll always know your requests are going to the right place. The best part: you'll never have to install complicated software programs. All you have to do is send an email, log into a website, or (optionally) download a simple app.

Here's how it works:

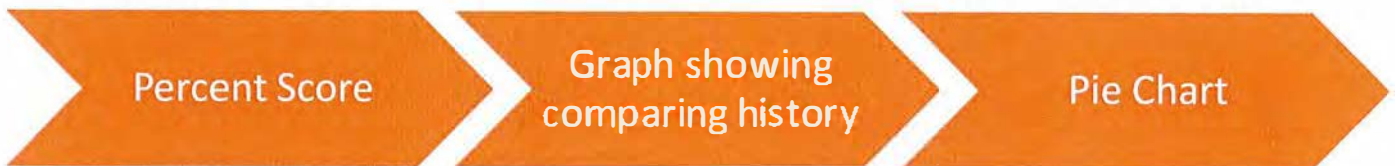
- Whenever you need to put in a work order request or report a problem, you send an email to our dedicated address (or fill out a quick form on your computer or phone, whichever you prefer).
- OrangeQC automatically creates a ticket for each request.
- Our team gets the request immediately, assigns it 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 property managers in a pdf format.

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

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

Management reports contain the following:

- Labor budget
- Supplies budget
- Equipment budget
- Sales



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.		
 12580229 1 2 3 4 5 6		
 7 8 9 10		
Hedges Ensure hedges are well maintained	Above Average	90%
☞ They are trimmed correctly and detailed work is being done. See the pictures.		
 11 12 13 14		
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
 151617181920		
 2122232425		
Edging Ensure edging is being done properly	Above Average	90%
<i>They are well maintained and detailed work being done.</i> <i>See the pictures.</i>		
 262728293031		
 3233343536		
Weeds Ensure all facets of weed control are being utilized	Above Average	90%
<i>No weed was found in this place, all areas were checked and it looks good.</i> NOTE: <i>It is seen that the Crew is doing a more detailed job.</i> <i>See the pictures.</i>		

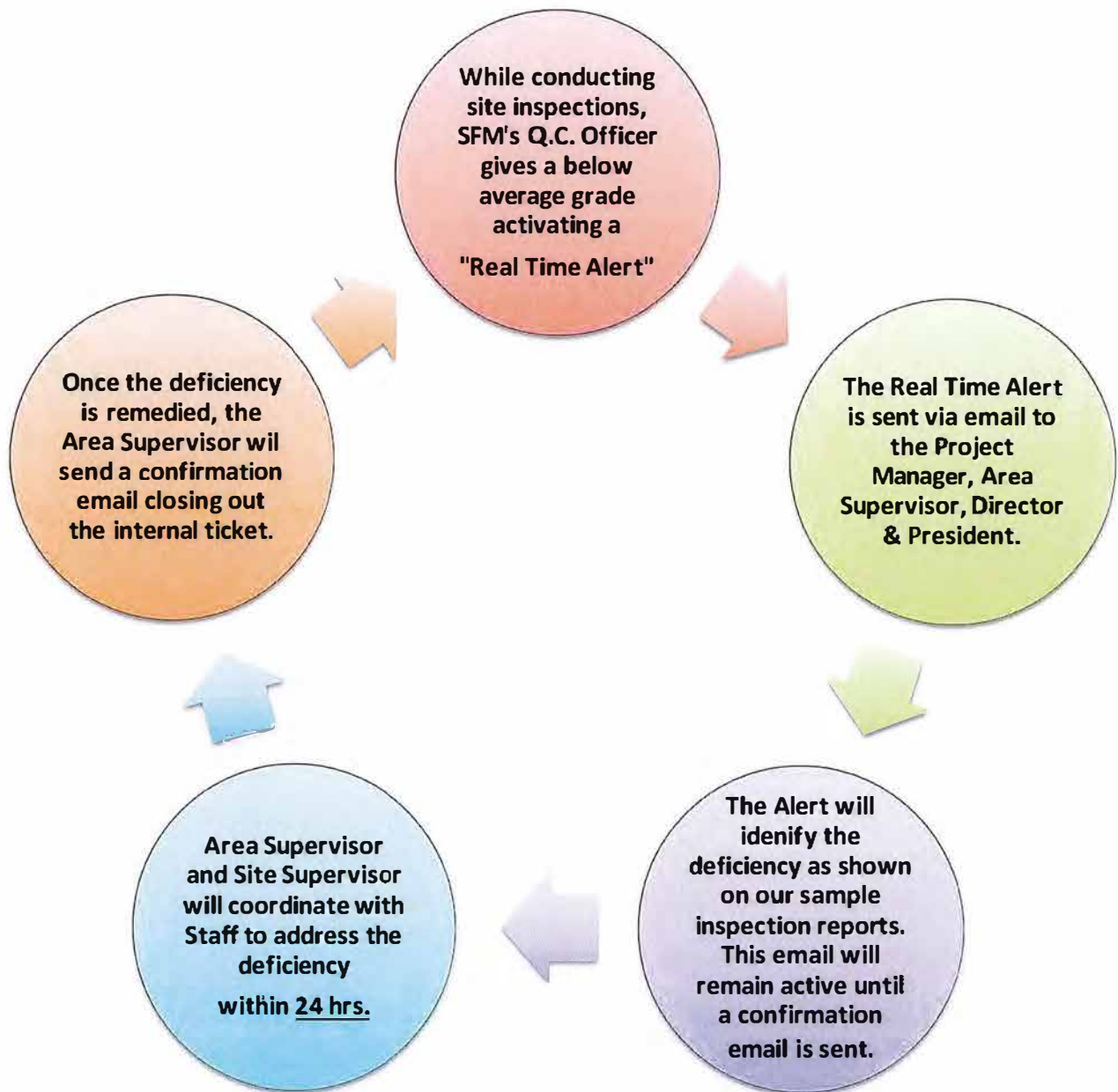


Line Item	Rating	Score
     		
37 38 39 40 41 42		
  		
43 44 45		
Litter control Ensure the landscaped area is clean and tidy	Above Average	90%
☐ No litter or debris was found in this park. Looks clean and maintained. See the pictures.		
     		
46 47 48 49 50 51		
    		
52 53 54 55 56		
Pests Are 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. Contract Manager
2. Contract 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 Operations 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 situations that will assist us in managing your facility's cleaning specifications better.

EMPLOYEE TRACKING



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

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

- ✓ Daily Activity Reports (accessible via internet)
- ✓ Incident Reports (real time)
- ✓ Scope of Work (instantly available to users)



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.





Committed
to
Safety
Excellence



**Employee Safety BBQ raffle
winner!**



Safety Training

242 Days without an employee accident!!!



TRAINING OVERVIEW

SFM has a thorough training program specific for Landscape Services. Training is conducted by SFM's C.O.O. Joe Pinon. Mr. Pinon is a certified 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 | ✓ SDS (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 |



8. 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 (5 years)
- ✓ Employment Verification
- ✓ Violent Sexual Offender Registry Search
- ✓ DMV Records (5 years)
- ✓ Florida HRS Abuse Registry

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.



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



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.

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.



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



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 Full-Service Crew



9. DISTICTIVE SERVICES OFFERED

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



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



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



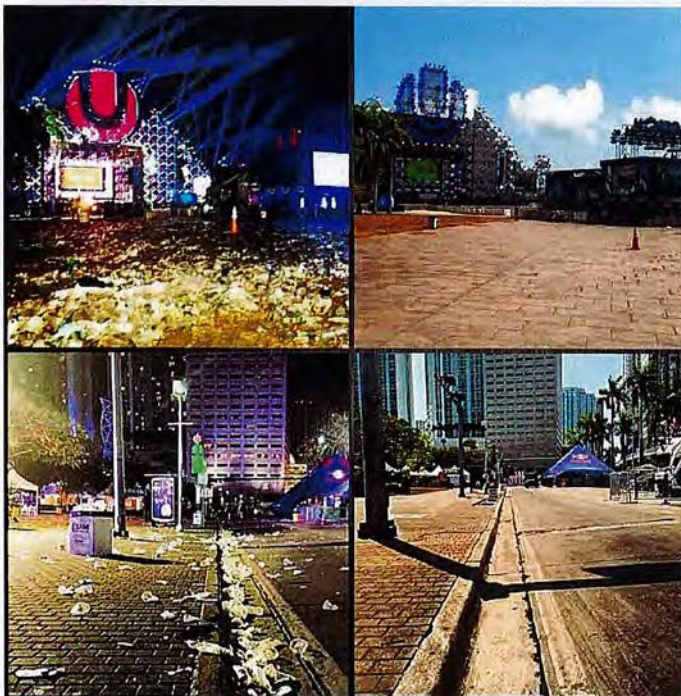
Years Serviced: **1972 to 2007**



Years Serviced: **1978 to Present**

BEFORE

AFTER



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



**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**



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



SFM 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.



Every Wednesday for the past 3 months has been 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



10. LICENSES, CERTIFICATIONS, & INSURANCE

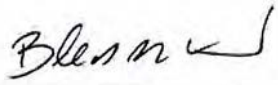
MBE Certification

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): 561230-561220		
* Description of their product/services as defined by the North American Industry Classification System (NAICS)		
12/01/2021 Issued Date	 Ying McGuire NMSDC CEO and President	FL02106 Certificate Number
12/01/2022 Expiration Date		 Beatrice Louissaint, President & CEO
By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: http://nmsdc.org		
Certify, Develop, Connect, Advocate		
* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®		



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*



Randy R.
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/Filings/CertificateOfStatus/CertificateAuthentication>



Occupational Licenses

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

6221246

BUSINESS NAME/LOCATION

SFM SERVICES INC
9700 NW 79TH AVE
HIALEAH GARDENS FL 33016-2514

RECEIPT NO.

RENEWAL
6485858

EXPIRES

SEPTEMBER 30, 2023

Must be displayed at place of business

Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
SFM SERVICES INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS
CM26154

**PAYMENT RECEIVED
BY TAX COLLECTOR**

\$67.50 09/07/2022
FPPU08-22-012550

Employee(s) 15

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

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

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



Miami-Dade County General Hauler's Permit



January 18, 2022

Solid Waste Management
2525 NW 62nd Street • Suite 1200
Miami, Florida 33147

miamidade.gov

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

RE: 2022-23 General Hauler Permit Approval and Decal

Dear Mr. Infante:

Thank you for your recent General Hauler Permit application. SFM Services, Incorporated (Permit #17121) has been approved through January 31, 2023 to transport solid waste in Miami-Dade County.

Enclosed you will find two (2) decals #GH23-0018 for the 2000 Mack (Tag #N4542P) & #GH23-0019 for the 2000 Mack (Tag# N4541P) approved to transport solid waste in Miami-Dade County under this permit account.

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,

A handwritten signature in blue ink, appearing to read 'Michelle J. Jackson Cooper'.

Michelle J. Jackson Cooper
Special Projects Administrator 2
Code Enforcement Division



FDOT Pre-Qualification



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 1, 2022

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

RE: CERTIFICATE OF QUALIFICATION

The Department of Transportation has qualified your company for the type of work indicated below.

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

Unless notified otherwise, this Certificate of Qualification will expire 6/30/2023.

In accordance with Section 337.14(4) & Florida Statutes, changes to Ability Factor or Maximum Capacity Rating will not take effect until after the expiration of the current certificate of prequalification (if applicable).

In accordance with Section 337.14(1) & Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:

[HTTPS://fdotwpl.dot.state.fl.us/ContractorPreQualification](https://fdotwpl.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.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.004(3), Florida Administrative Code (F.A.C.), by accessing the 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 the company has performed such work.

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,

for Alan Autry, Manager
Contracts Administration Office

AA:cg



Certificate of Completion

CHRISTIAN INFANTE

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

08/30/2025

Date Expires

37

FDOT Provider #

Juan Morales

Instructor

76913

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

Hereby 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

Christina Potholm
CEC & Executive Director

9 June 2008

30 June 2023

FL 3916A

Issue Date

Expiration Date

Certification Number



Broward County Tree Trimmer License/ Certificates of Completion



CGSAA Certification



TCIA Membership



SFM Landscape Services, LLC
9700 NW 79th Ave
Hialeah, FL 33016-2514

May 10, 2022

To Whom it may concern:

This letter is to confirm that the following company's membership in Tree Care Industry Association, *the national trade association for tree care companies*, is current and in good standing:

SFM Landscape Services, LLC
Hialeah, FL

Member ID: 146822

Join Date: 6/25/2019

Good Through: 6/30/2022

If you need additional information, please feel free to contact TCIA's membership department at 800-733-2622.

Sinceley,
Tree Care Industry Association



Tree Care Industry Association
670 N. Commercial St., Suite 201, Manchester, NH 03101



FNGLA Certifications



Pesticide Licenses & Certifications

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

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

Categories
6

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

Mario
 Signature of Licensee

Nicole Fried
 NICOLE "NIKKI" FRIED, 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
 3403 SW 152 PASSAGE
 MIAMI, FL 33185

Nicole Fried
 NICOLE "NIKKI" FRIED, COMMISSIONER

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

MONTESENO, ROBERTO
 13852 SW 234 TER
 HOMESTEAD, FL 35032

Categories
3

Issued: May 24, 2022 Expires: May 31, 2026

Nicole Fried
 Signature of Licensee

Nicole Fried
 NICOLE "NIKKI" FRIED, 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

ROBERT MONTESENO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF220081

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 31, 2026

Nicole Fried Signature
 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

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

ALAN BARREIRO
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF283959

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 10, 2023

Nicole Fried Signature
 COMMISSIONER

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

DANIEL ECHEVERRIA
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER
LF318708

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING November 18, 2025

Nicole Fried Signature
 COMMISSIONER



Agriculture Dealers License

Cut Here



State of Florida
Department of Agriculture and Consumer Services
Division of Consumer Services
2005 Apalachee Pkwy
Tallahassee, Florida 32390-6500

Registration No. **AD1575**
Issue Date: February 9, 2022
Expiration Date: January 26, 2023

POST CERTIFICATE
CONSPICUOUSLY

License as Dealer in Agriculture Products

Section 604.15-604.30, Florida Statutes

SFM LANDSCAPE SERVICES, LLC
9700 NW 79TH AVE
MIAMI, FL 33016-2514

Nicole Gried

NICOLE "NIKKI" PRIET
COMMISSIONER OF AGRICULTURE



Horticulture Certifications



Management Practices



Sample Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2022

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

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

PRODUCER Commercial Lines - (305) 443-4888 USI Insurance Services LLC 2801 South Bayshore Drive, Suite 1000 Coral Gables, FL 33133	CONTACT NAME Dewon Molina PHONE (305) 785-1138 FAX (305) 785-1138 EMAIL dewon.molina@usi.com ADDRESS
INSURED SFM Services, Inc. 9700 NW 78th Avenue Hialeah Gardens, FL 33018	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company 24147 INSURER B: Ascat Specialty Insurance Company 45055 INSURER C: Hanover Insurance Company 22292 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 15508817 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.

PROD. CODE	TYPE OF INSURANCE	ADD. CODE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ FUTURE ☐ COMBINED ☐ POLICY ☒ PHD ☐ JECT ☐ LOC ☐ OTHER:		MWZY3126222	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATED PERIOD \$ 300,000 MED EXP/ACCIDENT PERSON \$ 10,000 MED/SCAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMPLETAGE \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRE AUTOS ONLY ☒ Comp \$250/\$500 ☒ Coll \$500/\$1,000		MWTR31512622	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT \$ 2,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per Accident) \$
B	UMBRELLA LIAB ☒ EXCESS LIAB ☐ RETROACTIVE		ESXS211000002	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY YES/NO PROPRIETOR/ARTHEAN/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N/A	MWC31262322	03/01/2022	03/01/2023	☒ PER STATUTE ☐ OTHER EL FACT ACCIDENT \$ 1,000,000 EL DISEASE-PAYMENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if not complete)
 Named insureds include: SFM Services, Inc.; SFM Janitorial Services, LLC.; SFM Landscape Services, LLC.

CERTIFICATE HOLDER SFM Services, Inc. 9700 NW 78th Avenue Hialeah Gardens, FL 33018	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 <i>B. M. Carl</i>
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ACORD 25 (2016/03)



W-9
Form
(Rev. 10-2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

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 SERVICES, INC.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities; not individuals. See instructions on page 3).
☐ Individual sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of the owner. ☐ Other (see instructions) P	Exemption code (if any) _____ Exemption from FATCA (reporting code) (if any) _____ (See instructions on page 3 for U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 9700 NW 79 AVENUE	Requester's name and address (optional)
6 City, state, and ZIP code. HALEAH GARDENS, FL 33016	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
			-					
or								
Employer identification number								
5	9	a-	2	7	6	6	8	8

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 *[Signature]* Date **1/26/2022**

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.

