

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Case No. 2021-026164-CA-01

**COCO TREE SERVICE CORP.,**

Plaintiff,

V.

**THE CITY OF NORTH MIAMI BEACH, FLORIDA;**

a municipal corporation authorized to do  
business under the laws of the State of Florida,  
and **COUNTRY BILL'S LAWN  
MAINTENANCE, INC.**

Defendants.

!

---

**VERIFIED AMENDED COMPLAINT**

Plaintiff, **COCO TREE SERVICE CORP.** files this Amended Complaint and  
sues Defendants **THE CITY OF NORTH MIAMI BEACH, FLORIDA,** and  
**COUNTRY BILL'S LAWN MAINTENANCE, INC,** for Declaratory and Injunctive  
Relief because the City acted arbitrarily and capriciously in reversing an award of a  
contract to Plaintiff in a manner that also violated its own procurement rules, violated  
the rules governing the Invitation to Bid and Florida Law. In addition, the City engaged  
in illegal, fraudulent, and oppressive misconduct in going outside of the established  
bidding process to take actions to rig the bid to award it to a politically connected  
company that was not the lowest responsible bidder. This award was against the  
taxpayers' interests.

## **INTRODUCTION**

In sum and substance, Plaintiff Coco Tree Service Corp. (“COCO”) participated in a bidding process to provide lawn maintenance services for the City of North Miami Beach. COCO was the lowest qualified bidder and all Department Heads, the Chief of Procurement and the City Manager fully vetted unanimously recommended Coco. They found no deficiencies in the application and Coco’s bid saved the taxpayers hundreds of thousands of dollars. After a Commissioner questioned the bid for unknown reasons, on November 16<sup>th</sup>, 2021, the City against unanimously recommended COCO with zero questions about its qualifications. Literally seconds before the vote and with no chance to protest and without any due process the City Manager submitted a new memo disqualifying Coco for reasons that the Chief Procurement Officer stated on the record did not provide a basis for disqualification. Defendant Country Bill’s was a politically connected company that lobbied the City behind the scenes to convince the City to illegally single out the Plaintiff Coco Tree based on criteria that was not part of the bid process with the goal being to award the contract to the connected Country Bill at a higher price.

## **THE PARTIES**

1. Plaintiff Coco Tree Service Corp. ("COCO") is a Florida for-profit corporation that is authorized to do business in Florida and to maintain this action.

2. Defendant the City of North Miami Beach, Florida ("City") is a Florida government entity located in Miami-Dade County, Florida.

3. Defendant COUNTRY BILL’S LAWN MAINTENANCE, INC, is a Florida Profit Corporation doing business in North Miami Beach, Florida.

## **JURISDICTION & STANDING**

4. This is an action for declaratory and injunctive relief; therefore, this Court has subject matter jurisdiction pursuant to §§ 26.012(2)(c) and 86.011, Fla. Stat. Additionally, this is also an action for damages in excess of \$30,000, exclusive of attorneys' fees, costs, and interest; therefore, this Court has subject matter jurisdiction pursuant to § 26.012(2)(a), Fla. Stat.

5. COCO was the highest-ranked, responsive, and responsible offeror in this procurement, and, as explained below, there is a substantial chance or reasonable likelihood it would have won the contract "but for" the City's irrational and otherwise unlawful actions. Therefore, COCO is an interested party withstanding to pursue this action. Alternatively, COCO is a qualified prospective offeror for the scope of services in the contract the City Commission voted to award Country Bill's on November 16th, 2021, and but for the City's arbitrary and unlawful direct award of the contract to Country Bill's without a competition, it would have submitted an offer. Therefore, COCO is an interested party withstanding to pursue this action.

## **VENUE**

6. COCO's causes of actions all accrued in Miami-Dade County, Florida. Therefore, venue is proper in this Court pursuant to § 47.011, Fla. Stat.

## **FACTS**

7. The City of North Miami Beach issued Invitation to Bid (ITB) 21-054-SG for City-Wide Grounds Maintenance Services. Attached as Exhibit "A" is the ITB;

8. Attached as Exhibit "B" is the City Manager's memorandum of November 16th, 2021, reflecting as follows:

- a. The City received 7 bids on September 13<sup>th</sup>, 2021;
  - b. The City did a full and thorough due diligence and found that Coco was the lowest responsible bidder at an annual price of \$657,000 for three years, with the optional for two one year renewals;
  - c. The Procurement, Public Works and Parks Departments found that Coco was fully qualified and was the lowest responsible bidder.
  - d. The City Manager, Procurement Department and all Departments unanimously found Coco to be a qualified bidder and recommended award to Coco;
9. Attached as Exhibit “C” is the Resolution prepared by the City Attorney’s Office awarding the contract to Coco;
10. No protests were filed;
11. Attached as Exhibit “D” is the “Responsibility Review dated September 29<sup>th</sup>, 2021, that stated that a meeting was conducted with Coco and that a thorough review was done by all of the City Departments and that they were unanimous that Coco was fully qualified and was in fact the lowest responsible bidder and recommending award of the contract to Coco.
12. Attached as Exhibit “E” is a Memorandum entitled “Concurrence Award” from the Directors of Public Works, Water and Parks to the Chief Procurement Officer providing that they unanimously concurred that Coco was the lowest qualified bidder and fully vetted.
13. On October 19<sup>th</sup>, 2021, the item was deferred with no suggestion that any further investigation or due diligence was needed;
14. On November 16<sup>th</sup>, 2021, a Resolution was placed on the City Commission Agenda for Consent Approval of a Resolution and Recommendation approving the award

to Coco;

15. Not a word was mentioned about any problems or issues;

16. After the item was read for passage and before the vote, the City Manager produced a new memo, attached as Exhibit "F" stating that the City was disqualifying Coco for two reasons: a. A pesticide subcontract had an expired BTS in Sunbiz.org, and that an arborist was a sub-contractor and not an employee;

17. However, according to the ITB and the Manger's memo and as confirmed on the record by the Chief Procurement Officers there was absolutely no requirement that concerning the corporate status of a sub-contractor to perform pesticide services and there was also nothing in the ITB, City Procurement Code or any other law, rule or regulation that imposed such requirements.

18. The Chief Procurement Officer made clear that these were not requirements under the INTB; No other company was asked these questions, no one raised these issues and the plain language of the ITB imposed no such requirements on the subcontractors and/or mention anything about whether the company doing the pesticide work was an employee or contractor.

19. The City Mayor without rebuttal advised that as recently as an hour before the meeting no such issues were raised.

20. The owners of COCO never received a copy of the memo or were even asked about these issues. COCO had no opportunity to protest as the protest process was a sham and non-existent.

21. Defendant Country Bill's contacted and lobbied the City officials and improperly encouraged and influenced the City to violate the terms of the Bid.

22. At the request of Country Bill and allies on the City Commission, the City began an improper investigation into Plaintiff Coco Tree's sub-contractors on matters having nothing to do with the advertised bidding process.

23. In order to steal the lawfully obtained bid from Coco Tree, the City heeded the request of Defendant Country Bill through City officials to ignore the contents of the Bid and use extraneous factors to illegally take the lawfully won bid away from Coco Tree and improperly provide it to the politically favored and far more expensive Defendant Country Bill.

24. City Procurement Officer Donna Rockfeld explicitly advised the City that there was no lawful, proper basis to award the contract to Country Bill's, but she was ignored.

#### **COUNT I- DECLARATORY RELIEF**

25. COCO re-alleges Paragraphs 1 through 24.

26. This is an action for declaratory relief.

27. Declaratory relief is proper under § 86.021, Fla. Stat., because a controversy exists as to whether the City's handling of this procurement, including but not limited to the November 16th, 2021, decision to award to Country Bill's and terminate COCO's contract to enable that award is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

28. There is a bona fide, actual, present, and practical need for a declaration as to whether the City's handling of this procurement, including but not limited to the January 5, 2021, decision to award to Country Bill's, and terminate COCO's contract to enable that award is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

29. There is an actual, definite, concrete, and substantial controversy as to the existence or nonexistence of a power, privilege, or right, which does or may depend on

whether such power, privilege, or right now exists and such controversy requires an immediate determination as to whether the City's handling of this procurement, including but not limited to the January 5, 2021, decision to award to Country Bill's, and terminate COCO's contract to enable that award is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

30. Declaratory relief is appropriate here because such judgment will serve a useful purpose in clarifying and settling the legal relations between the parties.

31. Declaratory relief will terminate and afford relief of uncertainty, insecurity, and controversy concerning the parties' rights.

32. Declaratory relief is appropriate because all of the adverse and antagonistic interests are before the Court.

**WHEREFORE**, Plaintiff Coco Tree Service Corp. asks the Court to enter a declaratory judgment against Defendants the City of North Miami Beach, Florida and Country Bill's Lawn Maintenance, Inc. which declares as follows:

- (1) The City's handling of this procurement, including but not limited to the January 5, 2021, decision to award to Country Bill's is arbitrary, capricious, an abuse of discretion, and otherwise not in accordance with the law, and the contract to Country Bill's is absolutely void;
- (2) The City's January 5, 2021, decision to terminate Coco's December 4, 2020, contract to enable an award to Country Bill's is inextricably intertwined with, contingent upon, and an inseverable part of the January 5, 2021, decision to award Country Bill's, and is self-arbitrary, capricious, an abuse of discretion, and otherwise not in accordance with the law, and is absolutely void;
- (3) The City must award the contract to Coco, and any other contract awarded under the RFP are absolutely void, and no rights may be acquired thereunder; and
- (4) All other declarations the Court deems fit.

COCO also demands an award of all costs incurred in this action and asks the Court for all further relief the Court deems fit.

**COUNT II - INJUNCTIVE RELIEF**

33. COCO re-alleges Paragraphs 1 through 24.

34. This is an action for injunctive relief

35. COCO submitted an offer in response to the RFP and is the highest-ranked responsive and responsible offeror.

36. COCO has a clear legal right to have the City handle this procurement in a manner that is fair, reasonable, and consistent with the terms of the RFP and controlling law.

37. The City's handling of this procurement, including but not limited to the January 5, 2021, decision to award to Country Bill's, is arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

38. The City's decision to terminate COCO's December 4, 2020, contract to enable the arbitrary January 5, 2021, award to Country Bill's is inextricably intertwined with, contingent upon, and an inseparable part of the decision as the January 5, 2021, decision to award to Country Bill's, and is itself arbitrary, capricious, an abuse of discretion, and otherwise not in accordance with the law.

39. COCO will be irreparably harmed if an injunction is not entered because it will have no adequate remedy at law for being arbitrarily, capriciously, and otherwise unlawfully deprived of the profit it would earn on this contract.

40. COCO will be irreparably harmed if an injunction is not entered because it will have no adequate remedy at law for being arbitrarily, capriciously, and otherwise unlawfully

deprived of a fair opportunity to compete for this public contract.

41. COCO will be irreparably harmed if an injunction is not entered because it will have no adequate remedy at law for being arbitrarily, capriciously, and otherwise unlawfully deprived of the experience of performing the contract, which experience would enhance its competitive position in future procurements.

42. COCO will be irreparably harmed if an injunction is not entered because it will have no adequate remedy at law for being arbitrarily, capriciously, and otherwise unlawfully deprived of a point-of-entry to the City's administrative bid protest procedures.

43. COCO is entitled to an injunction because the balance of equities or harms tips in COCO's favor. This is because COCO will be irreparably harmed if an injunction requiring the City to comply with the law is not issued, but neither the City nor Country Bill's will suffer any harm as a result of an injunction that merely requires their compliance with the law.

44. The public interest will not be harmed if an injunction is entered. To the contrary, an injunction that requires the City and Country Bill's to comply with the law will serve the public interest.

**WHEREFORE,** Plaintiff Coco Tree Service Corp. asks the Court to enter an injunction against Defendants the City of North Miami Beach, Florida and Country Bill's which:

- (1) Enjoins the City and Country Bill's from proceeding with the contract to Country Bill's and award the contract to Coco;
- (2) Enjoins the City and its respective agents, employees, and officers from taking any action which undermines the relief granted in the injunction ;  
and

(3) Provides all further relief the Court deems fit.

COCO also demands an award of all costs incurred in this action and asks the Court for all further relief the Court deems fit.

**VERIFICATION**

Pursuant to 29 U.S.C. §1746, I declare under penalty of perjury under the laws of the United States that the foregoing facts are true and correct.

Executed in Miami-Dade County this **28<sup>th</sup> day of June 2022.**

  
\_\_\_\_\_  
**JOSUE ALVARADO**  
*President of COCO Tree Service Corp.*

Respectfully Submitted,

**MICHAEL A. PIZZI, JR., P.A.**

*Attorney for the Plaintiff*

Florida Bar No. 079545

6625 Miami Lakes Drive East, Suite 316

Miami Lakes, Florida 33014

Tel: (305) 777-3800

Fax: (305) 777-3802

Email: mpizzi@pizzilaw.com

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing document was e-filed via the State's E-Filing Portal, and copies served electronically on all parties of record on this 28<sup>th</sup> day of June 2022.

By: *s/Michael A. Pizzi, Jr.*  
**MICHAEL A. PIZZI, Jr., Esq.**

# EXHIBIT "A"

## **SECTION 1.0 GENERAL TERMS AND CONDITIONS**

### **1.1 DEFINITIONS**

When used in Contract Documents (defined below) or in related documents, the following terms shall have the meanings given below:

**Addendum:** A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids/Proposals.

**Advertisement for Bids:** The public notice inviting the submission of bids for the work.

**Bid/Proposal Bond:** A bond executed by a Bidder/Proposer and its Surety in the attached form guaranteeing that the Bidder/Proposer, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Calendar Day:** Every day shown on the calendar.

**Change Order:** A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

**Contract:** The written agreement between the City and the Bidder for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Conditions, and Scope of Work, together with all Addenda.

**Contract Manager:** North Miami Beach's City Manager or designee or duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose bid is accepted and who enters into a Contract with the City of North Miami Beach and who is liable for the

acceptable performance of the work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**City:** A political subdivision, Incorporated City within Miami-Dade County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Commission members.

**City Manager:** The Manager of the City of North Miami Beach, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the City's

Contract Manager for review and approval in writing pursuant to the terms of the Agreement.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the City of North Miami Beach.

**Owner:** The term Owner as used in this Contract shall mean the City of North Miami Beach.

**Performance Deposit:** Certified Bank Check executed by the Contractor, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the prosecution of the Work.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Bid:** The written offer of a Bidder to perform the work or service.

**Bid Documents:** Bid Guarantee or Bid deposit. The Advertisement for Bid, Instructions to Bidders, Bid Form, Bidder Bond, Contract, Performance Bond, Payment Bond, General

Conditions, Special Conditions, and Scope of Work, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Scope of Service: Document which details the work to be performed by the Bidder.

Subcontractor or Sub consultant: Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

The words "Work", "Services", "Program", or "Project": All matters and things required to be done by the Bidder in accordance with the provisions of the Contract.

The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Contract Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

## 1.2 VENDOR REGISTRATION INSTRUCTIONS

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Solicitation are encouraged to submit Bids. At the time of contract award (including small purchase orders), Bidders must complete a Vendor Application. For information and to apply as a vendor, please visit our website at [www.Citynmb.com](http://www.Citynmb.com) to download an application and submit it to Procurement Management Division, 17011 NE 19 Avenue, Suite 315 North Miami Beach, Florida 33162. To get solicitation document, specifications and updates go to [www.Citynmb.com](http://www.Citynmb.com).

## 1.3 CONE OF SILENCE AND REQUEST FOR ADDITIONAL INFORMATION

"Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal ("RFP"), Request for Qualification ("RFQ") or Invitation to Bid ("ITB").

Pursuant to Section 2-11.1(t) of the County Code, all solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Chief Procurement Officer or Procurement Supervisor. Such inquiries or request for information shall be submitted to the Chief Procurement Officer or Procurement Supervisor and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The request may also be electronically mailed to [bids@Citynmb.com](mailto:bids@Citynmb.com) or mailed to Procurement Management Division, 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162.

During the Cone of Silence the following is prohibited: Any communication regarding this solicitation between a potential vendor, service provider, Bidder, lobbyist, or consultant and the City's professional staff including, but not limited to City Commission, the City Manager and his or her staff. All communication regarding this solicitation should be sent in writing only to the Procurement Management Division at [bids@Citynmb.com](mailto:bids@Citynmb.com).

## 1.4 BIDDERS RESPONSIBILITIES

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding site(s) and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance, by the Bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on

the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the Bidder.

- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of North Miami Beach Purchasing Code and applicable Miami-Dade County Ordinances, State Statutes and Federal Statutes.

### 1.5 SUBMISSION OF BIDS

- A. Bids and Addenda thereto shall be delivered via Bidsync.com by the due/time specified.

### 1.6 ADDENDA

The Procurement Management Division may issue an addendum in response to any inquiry received, prior to the bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal Addenda via Bidsync.com. Failure to acknowledge Addenda shall deem the response non-responsive provided, however, that the City may waive this requirement in its best interest.

### 1.7 REJECTION OF BID

**The City reserves the right to reject any or all bids prior to award.** Reasonable efforts will be made to either award the contract or reject all bids within one hundred and twenty (120) calendar days after Bids opening date.

### 1.8 WITHDRAWAL OF BID

- A. Bids may not be withdrawn and shall be deemed enforceable for a period of 120 days after the time set for the Bid opening.

- B. Bids may be withdrawn prior to the time set for the Bid opening. Such request must be in writing.

- C. The City will permanently retain as liquidated damages the Bid deposit furnished by any Bidder who requests to withdraw a Bid after the Bid opening.

### 1.9 LATE BIDS OR MODIFICATIONS

Only Bids received as of opening date and time will be considered timely. Bids and modifications received after the time set for the Bid opening will be rejected as late.

### 1.10 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, Scope of Services, Bid Submittal Section, or any addendum issued, the order of precedence shall be as follows: The last addendum issued, the General Terms and Conditions, the Special Conditions, the Scope of Services, and the Bid Submittal Section.

### 1.11 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he/she may submit to the Chief Procurement Officer on or before the date and time stated herein, a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. The City will not be responsible for any other explanation or interpretation of the proposed made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the **Chief Procurement Officer by the deadline for Questions posted on Bidsync.com.**

### 1.12 INVOICING/PAYMENT

All invoices should be sent to:  
Finance Department,  
17011 NE 19 Avenue, 3<sup>rd</sup> Floor,  
North Miami Beach, Florida 33162.

In accordance with Florida State Statutes, Chapter 218, payment will be made within 45 days after receipt of services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the bid form.

### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or services as described in this solicitation(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper authorities of the City.
- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience) in making the award in the best interest of the City. In all cases the City of North Miami Beach shall have no liability to any contractor for any costs or expense incurred in connection with this bid or otherwise.

### 1.14 NOTICE REQUIREMENTS UNDER THE AGREEMENT

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

To the Chief Procurement Officer.

Procurement Management Division  
17011 NE 19th Avenue, Suite 315  
North Miami Beach, FL 33162  
Phone: (305) 948-2946  
Email: [bids@Citynmb.com](mailto:bids@Citynmb.com)

and,

To the City Attorney  
City Attorney  
17011 NE 19th Avenue, 4<sup>th</sup> Floor  
North Miami Beach, FL 33162  
Phone: (305) 948-2939

### To the Bidder

Notices will be sent to the Bidder at the e-mail address and to the person listed in the bid, as applicable.

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

### 1.15 EMPLOYEES

All employees of the Bidder shall be considered to be at all times the sole employees of the Bidder under the Bidder's sole direction, and not employees or agents of the City of North Miami Beach. The Bidder shall supply competent and physically capable employees and the City is authorized to require the Bidder to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

### 1.16 AWARD OF BID

The bid, or contract, shall be awarded to the lowest responsible and responsive bidder whose bid conforms with the terms and conditions of the Invitation to Bid to perform the work at all locations (all Groups) in the aggregate. The City will award the contract to one Bidder for all the locations.

## 1.17 PROTESTS

- A. Right to protest. Any Bidder or interested parties (hereinafter collectively referred to as the "Bidder") who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award of the ITB may protest to the City Manager or designee. Protests arising from the decisions and votes of any evaluation or selection committee shall be limited to protests based upon alleged deviation(s) from established purchasing procedures set forth in City Purchasing Code, any written guidelines of the procurement department, and the specifications, requirements and/or terms set forth in the ITB.
1. Any protest concerning the ITB specifications, requirements, and/or terms must be made within three business days (for the purposes of this section, "business day" means a day other than Saturday, Sunday or a national holiday), from the time the facts become known and, in any case, at least seven business days prior to the opening of the responses. Such protest must be made in writing (as provided for herein *Notice Requirements*) to the Chief Procurement Officer with copy to the City Manager and City Attorney, and such protest shall state the particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest ITB specifications, requirements and/or terms is a waiver of the ability to protest the specifications, requirements and/or terms.
  2. Any protest after the bid opening, including challenges to actions of any evaluation or selection committee as provided in subsection (1) above shall be submitted in writing to the Chief Procurement Officer with copy to the City Manager and City Attorney. The City will allow such bid protest to be submitted anytime until two business days following the release of the notice of the City Manager's written recommendation to the City Commission for award of the solicitation in question. Such protest shall state the particular grounds on which it is based and shall include all pertinent grounds on which it is based, and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. All Bidders shall be notified in writing (which may be transmitted by electronic communication, such as facsimile transmission and/or e-mail), following the release of the City Manager's written recommendation to the City Commission.
- B. The City may request reasonable reimbursement for expenses incurred in processing any protest hereunder, which expenses shall include, but not be limited to, staff time, legal fees and expenses (including expert witness fees), reproduction of documents and other out-of-pocket expenses.
- C. Authority to resolve protests. The City Manager or designee shall have the authority to settle and resolve a protest concerning the solicitation or award of the ITB.
- D. Responsiveness. Prior to any decision being rendered under this section with respect to a protest, the City Manager and the City Attorney, or their respective designees, shall certify whether the submission of the response to the ITB in question is responsive. The parties to the protest shall be bound by the determination of the City Manager and the City Attorney with regard to the issue of responsiveness.
- E. Decision and appeal procedures. If the protest is not resolved by mutual agreement, the City Manager and the City Attorney, or their respective designees, shall promptly issue a decision in writing. The decision shall specifically state the reasons for the action taken and inform the protestor of his or her right to challenge the decision.

Any person aggrieved by any action or decision of the City Manager, the City Attorney, or their respective designees, with regard to any decision rendered under this section may appeal said decision by filing an original action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, in accordance with the applicable court rules. Any action not brought in good faith shall be subject to sanctions including damages suffered by the City and attorney's fees incurred by the City in defense of such wrongful action.

- F. Distribution. A copy of each decision by the City Manager and the City Attorney shall be mailed or otherwise furnished immediately to the protestor.
- G. Stay of procurements during protests. In the event of a timely protest under this section, the City shall not proceed further with the solicitation or with the award pursuant to the ITB unless a written determination is made by the City Manager, that the award pursuant to the ITB must be made without delay in order to protect a substantial interest of the City.
- H. The institution and filing of a protest under this section is an administrative remedy that shall be employed prior to the institution and filing of any civil action against the City concerning the subject matter of the protest.
- I. Protests not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the letter of protest required under this section shall be deemed waived.
- J. At the time the City Manager's written recommendation for award of the ITB is presented at a meeting of the Mayor and City Commission, the City Attorney, or designee, shall present a report to inform the Mayor and City Commission of any legal issues relative to any protest filed in connection with the ITB in question.
- K. The determination of the City Manager and the City Attorney with regards to all

procedural and technical matters shall be final.

#### **1.18 AGREEMENT**

An agreement shall be sent to the awarded Bidder to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded Bidder.

#### **1.19 DISQUALIFICATION OF BIDDERS**

A Bidder may be disqualified temporarily or permanently and his/her bid(s) rejected for:

Poor performance or default, in the City's opinion, on previous contracts with the City.  
Poor performance or default, in the City's opinion, on previous contracts with other public entities.  
Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

#### **1.20 SUBCONTRACTING**

The Bidder will not assign, transfer or sub-contract any work either in whole or in part, without prior written approval of the City. The Bidder shall furnish in writing to the City the names of the Subcontractors. The Bidder shall not contract with any Subcontractors to whom the City has made reasonable and timely objection. The final Subcontractors list shall be presented to the City.

#### **1.21 ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City and City's approval.

#### **1.22 FRAUD AND MISREPRESENTATION**

In accordance with City Purchasing Policy 3.6 and pursuant to Section 2-8-1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs

associated with termination or cancellation, including attorney's fees.

### **1.23 COLLUSION**

The Bidder, by affixing his signature to this bid, agrees to the following: "Bidder certifies that his/her bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

### **1.24 PATENTS AND COPYRIGHTS**

It shall be understood and agreed that by the submission of a bid, the Bidder, if awarded a contract, shall save harmless and fully indemnify the City and any of its officers or agents from any and all damages that may, at any time, be imposed or claimed for infringement of any patent right, trademark, or copyright, of any person or persons, association, or corporation, as the result of the use of such articles by the City, or any of its officers, agents, or employees, and of which articles the contractor is not the patentee, assignee, licensee, or owner, or lawfully entitled to sell same.

### **1.25 PUBLIC RECORDS LAW**

Pursuant to Florida Statute 119.07, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed Bids and Proposals become subject to this statute, notwithstanding Bidders' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or bid opening, whichever is earlier.

Financial statements submitted in response to a request by the City are confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid/proposal submittals will be available for public inspection after opening of bids/proposals in compliance with Chapter 119 of the Florida Statutes. The Bidder shall not submit any information in response to this invitation which the Bidder considers to be a trade secret, proprietary

or confidential. The submission of any information to the City in connection with this ITB shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid/proposal as protected or confidential, the City shall endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the bid/proposal. The redaction or return of information pursuant to this clause may render a bid/response non-responsive.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

### **1.26 EXCEPTIONS TO BID**

The Bidder must clearly indicate any exceptions they wish to take to any of the terms in this Bid, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Bid. The City, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the City shall require the Bidder to comply with the particular term and/or condition of the ITB to which the Bidder took exception to (as said term and/or condition was

originally set forth on the ITB.)

### **1.27 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Bidder shall indemnify and hold harmless the City of North Miami Beach and its officers, employees, agents and instrumentalities from any and all liability, losses or damages in an amount not less than \$1,000,000 per occurrence. In addition to \$1,000,000 per occurrence, the City shall be entitled to attorney's fees and costs of defense, which the City of North Miami Beach, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded Bidder shall pay all claims and losses in an amount not less than \$1,000,000 per occurrence in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of North Miami Beach, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded Bidder shall cover the City of North Miami Beach, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the indemnifying party and persons employed or by utilized by the indemnifying party in the performance of the contract.

### **1.28 COPELAND "ANTI-KICKBACK"**

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

### **1.29 CHOICE OF LAW**

If and when this contract is disputed, and should it be necessary to litigate, the substantive and procedural laws of the State of Florida shall govern the outcome of such litigation. This shall apply notwithstanding such factors which include, but are not limited to, place where contract is entered

into, place where accident arises and choice of law principles.

### **1.30 QUANTITIES**

The City specifically reserves the right to accept all or any part of the bid, to split the award, to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract price set forth in the bid form by the Bidder.

### **1.31 CLAIMS**

Successful Bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

### **1.32 MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

### **1.33 PUBLIC ENTITY CRIMES**

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

### **1.34 DISCRIMINATION**

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid/proposal on a contract to provide goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier,

subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

### **1.35 DRUG-FREEWORKPLACE PROGRAM**

Bidders are required to maintain and enforce a Drug-Free Workplace Program for the duration of the agreement and any extensions thereof. Bidders shall complete and submit a copy of the attached form and a copy of the program with their bid.

### **1.36 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY**

Bidders shall sign and submit this attached form indicating understanding and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, or candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, that the low Bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

### **1.37 ACCESS TO RECORDS**

The City reserves the right to require the Bidder to submit to an audit. The Bidder shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The selected Bidder shall retain all records pertaining to the Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards at no cost to the City.

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

**AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS:**

**CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).**

### **1.38 BEST INTEREST OF NORTH MIAMI BEACH**

The City of North Miami Beach reserves the right to reject any and all submissions, to waive any and all irregularities in any submission, and to make awards in the best interest of the City.

### **1.39 INSURANCE REQUIREMENTS**

The Bidder shall maintain and carry in full force during the Term the insurance required herein. Upon City's notification, the Bidder shall furnish to the Procurement Management Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Bidder as required by Florida Statute 440. Should the Bidder be exempt from this Statute, the Bidder and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt Bidder shall also submit a written statement detailing the number of employees and that they are not required to carry Worker's Compensation insurance, and do not anticipate hiring any additional employees during the term of this contract or a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 per person, \$2,000,000 per occurrence for bodily injury and property damage. City of North Miami Beach must be shown as an

additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance.

- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence. City of North Miami Beach must be shown as an additional insured with respect to this coverage. The mailing address of City of North Miami Beach 17011 NE 19 Avenue, Suite 315, North Miami Beach, Florida 33162, as the certificate holder, must appear on the certificate of insurance. Add: Uninsured Motorist Coverage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Bidder. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Management Division.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Bidder hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the City.

**NOTE: CITY OF NORTH MIAMI BEACH CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Bidder of this liability and obligation under this section or under any other

section in the Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Bidder to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit certificate to the City. If the Bidder fails to submit the required insurance documents in the manner prescribed in the Agreement within twenty (20) calendar days after City notification to comply, the Bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the City. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

#### **1.40 CITY WEBSITE**

The City utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and on the City Website: <https://www.citynmb.com/214/Bid-Opportunities>. These are the only forms of notification by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

#### **1.41 DISCLAIMER**

The City of North Miami Beach may, in its sole and absolute discretion without prejudice or liability, accept or reject, in whole or in part, for any reason whatsoever any or all bids; re-advertise this ITB; postpone or cancel at any time this ITB process; or, waive any formalities of or irregularities in the process. Bids that are not submitted on time and/or do not conform to the City of North Miami Beach's requirements will not be considered. After all bids are analyzed, Bidder(s) submitting bids that appear, solely in the opinion of the City of North Miami Beach, to be the most qualified, shall be submitted to the City of North Miami Beach's City Commission, and the final selection will be made thereafter with a timetable set solely by the City of North Miami Beach. The selection by the City of North Miami Beach shall be based on the ITB, which is, in the sole opinion of the City Commission of the City of North Miami Beach, in the best interest of the City of North Miami Beach. The issuance of this ITB constitutes only an invitation to make presentations to the City of North Miami Beach. The City of North Miami Beach reserves the right to determine, at its sole discretion, whether any aspect of the response satisfies the criteria established in this ITB. In all cases the City of North Miami Beach shall have no liability to any bid for any costs or expense incurred in connection with this ITB.

#### **1.42 CONFIDENTIALITY**

As a political subdivision, the City of North Miami Beach is subject to the Florida Government in the Sunshine Act and Public Records Law. By submitting a bid, Bidder acknowledges that the materials submitted with the bid and the results of the City of North Miami Beach's evaluation are open to public inspection upon proper request. Bidder should take special note of this as it relates to proprietary information that might be included in its bid.

#### **1.43 NATURE OF THE AGREEMENT**

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not

contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Bidder shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Bidder acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Bidder shall perform the same as though they were specifically mentioned, described and delineated.

The Bidder shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Contract Manager.

The Bidder acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Bidder agrees to provide input on policy issues in the form of recommendations.

The Bidder agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Bidder agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **1.44 PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Bidder warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Bidder deemed necessary in order to determine the price the Bidder will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Bidder any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Bidder.

All Services undertaken by the Bidder before City's approval of this Contract shall be at the Bidder's risk and expense.

#### **1.45 PRICING**

Prices shall remain firm and fixed for the term of the Contract, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

#### **1.46 MANNER OF PERFORMANCE**

- A. The Bidder shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of the Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Bidder in all aspects of the Services. At the request of the City, the Bidder shall promptly remove from the project any Bidder's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Bidder.
- B. The Bidder agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and

replacement of any Bidder's personnel performing services hereunder at the behest of the City. Removal and replacement of any Bidder's personnel as used in this Article shall not require the termination and or demotion of such Bidder's personnel.

- C. The Bidder agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Bidder agrees to adjust its personnel staffing levels or to replace any of its personnel upon reasonable request from the City, should the City make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- D. The Bidder warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- E. The Bidder shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- F. The Bidder shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of the Agreement.

#### **1.47 INDEPENDENT CONTRACTOR RELATIONSHIP**

The Bidder is, and shall be, in the performance of all work services and activities under the Agreement, an independent contractor, and not an employee, agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall at all times, and in all places, be subject to the Bidder's 's sole

direction, supervision and control. The Bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Bidder's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees and agents of the City.

The Bidder does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in the Agreement.

#### **1.48 AUTHORITY OF THE CITY'S CONTRACT MANAGER**

- A. The Bidder hereby acknowledges that the City's Contract Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, the Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Bidder shall be bound by all determinations or orders and shall promptly obey and follow every order of the Contract Manager, including the withdrawal or modification of any previous order and regardless of whether the Bidder agrees with the Contract Manager's determination or order. Where orders are given orally, they will be issued in writing by the Contract Manager as soon thereafter as is practicable.
- C. The Bidder must, in the final instance, seek to resolve every difference concerning the Agreement with the Contract Manager. In the event that the Bidder and the Contract Manager are unable to resolve their difference, the Bidder may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these

procedures shall be a condition precedent to any lawsuit permitted hereunder.

- D. In the event of such dispute, the parties to the Agreement authorize the City Manager or designee, who may not be the Contract Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the City Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Bidder's performance or any Deliverable meets the requirements of the Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Bidder to the City Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager

shall render a decision in writing and deliver a copy of the same to the Bidder. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **1.49 MUTUAL OBLIGATIONS**

The Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

Nothing in the Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

In those situations where the Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### **1.50 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to the Services furnished under the Agreement for a period of three (3) years from the expiration date of the Agreement and any extension thereof.

#### **1.51 SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the

substitution at least ten (10) business days prior to effecting such substitution.

#### **1.52 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn there from, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### **1.53 SEVERABILITY**

If the Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision.

#### **1.54 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK**

- A. The City may terminate the Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. Contractor acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by the City, the

receipt and adequacy of which is hereby acknowledged by Contractor is given specific consideration to Contractor for City's right to terminate this Agreement for convenience.

- D. The City, through its City Manager, and for its convenience and without cause, terminate the Contract at any time during the term by giving written notice to consultant of such termination; which shall become effective within fifteen (15) days following receipt by the Contractor of such notice. If the Contract is terminated for convenience by the City, the Contractor shall be paid for any services satisfactorily performed up to the date of termination; following which the City shall be discharged from any and all liabilities, duties, and terms arising out, or by virtue of, this Contract.
- E. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Chapter 3 of the City's Purchasing Policies and Procedures Manual.

In addition to cancellation or termination as otherwise provided in the Agreement, the City may at any time, in its sole discretion, with or without cause, terminate the Agreement by written notice to the Contractor and in such event:

- F. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 3. Cancel orders;

- 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement and not incorporated in the Services;
- 5. Take no action which will increase the amounts payable by the City under the Agreement.
- G. In the event that the City exercises its right to terminate the Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of the Agreement and which have been specifically developed for the sole purpose of the Agreement but not incorporated in the Services.
- H. All compensation pursuant to this Article is subject to audit.

#### **1.55 EVENT OF DEFAULT**

- A. An Event of Default shall mean a breach of the Agreement 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 the following:
  - 1. The Contractor has not delivered Deliverables on a timely basis;
  - 2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
  - 3. The Contractor has failed to make

prompt payment to subcontractors or suppliers for any Services;

4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  5. The Contractor has failed to obtain the approval of the City where required by the Agreement;
  6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
  7. The Contractor has failed in the representation of any warranties stated herein.
- B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with terms of the Agreement. Until the City receives such assurances the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:
1. Treat such failure as a repudiation of the Agreement;
  2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- C. In the event the City shall terminate the Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### **1.56 REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,
- C. Such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### **1.57 PATENT AND COPYRIGHT INDEMNIFICATION**

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected

with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

- C. In the event any Deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation, at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under the Agreement to use the item(s).
- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

#### **1.58 PROPRIETARY RIGHTS**

- A. The Bidder hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data,

documentation and copies thereof furnished by the City to the Bidder hereunder or furnished by the Bidder to the City and/or created by the Bidder for delivery to the City, even if unfinished or in process, as a result of the Services the respondent performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Bidder as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Bidder shall not, without the prior written consent of the City, use such documentation on any other project in which the Bidder or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Bidder to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Bidder and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- C. Accordingly, neither the Bidder nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Bidder, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Bidder's performance hereunder.

#### **1.59 ELECTRONIC BIDDING**

The City maintains an automated vendor address list that has been generated for each specific commodity class item through our electronic bid issuing service, [www.bidsync.com](http://www.bidsync.com). Notices of Invitations to Bids (ITB'S) are sent by email to the selection of bidders who have fully registered with

www.bidsync.com, and to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address contact [www.bidsync.com](http://www.bidsync.com).

#### **1.60 LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Bidder agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and City orders, statutes, ordinances, rules and regulations which may pertain to the Services required under the Agreement, including but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- B. Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- C. Occupational Safety and Health Act (OSHA) as applicable to this contract.
- D. Environmental Protection Agency (EPA), as applicable to this Contract.
- E. Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission,

or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

- F. "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- G. North Miami Beach Purchasing Policies and Procedures Manual Policy 3.6 "Debament and Suspension".
- H. Florida Building Code (FBC).
- I. Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

#### **1.61 NONDISCRIMINATION**

During the performance of this Contract, Bidder agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Bidder attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Bidder or any owner, subsidiary or other firm affiliated with or related to the Bidder is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Bidder submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Bidder was not in violation at the time it submitted its affidavit.

#### **1.62 CONFLICT OF INTEREST**

The Bidder represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the Agreement.
- B. There are no undisclosed persons or entities interested with the Bidder in the Agreement. The Agreement is entered into by the Bidder without any connection with any other entity or person making a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Bidder directly or indirectly in any manner whatsoever in the execution or the performance of the Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Bidder's knowledge, any subcontractor or supplier to the Bidder.
- C. Neither the Bidder nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Bidder shall have an interest which is in conflict with the Bidder's faithful performance of its obligations under the Agreement; provided that the City Attorney, in its sole discretion, may consent in writing to such a relationship, and provided the Bidder provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the

relationship and why it is in the City's best interest to consent to such relationship.

- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event Bidder has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Bidder shall promptly bring such information to the attention of the City's Attorney. Bidder shall thereafter cooperate with the City Attorney's review and investigation of such information, and comply with the instructions Bidder receives from the Contract Manager in regard to remedying the situation.

### **1.63 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Bidder, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Bidder first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Communicate in any way with any contractor, department, board, agency, Commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and
- C. Represent, directly or indirectly, that any product or service provided by the Bidder

or such parties has been approved or endorsed by the City, except as may be required by law.

#### **1.64 BANKRUPTCY**

The City reserves the right to terminate this contract if, during the term of any contract the Bidder has with the City, the Bidder becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Bidder under federal bankruptcy law or any state insolvency law.

#### **1.65 GOVERNING LAW/VENUE**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

#### **1.66 SURVIVAL**

The parties acknowledge that any of the obligations in the Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Bidder and the City under the Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **1.67 VERBAL INSTRUCTIONS PROCEDURE**

No negotiations, decisions, or actions shall be initiated or executed by the Bidder as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Bidder, which are assigned by a person designated as authorized to bind the Bidder, will be recognized by the City as duly authorized expressions on behalf of Bidder.

#### **1.68 PROHIBITION OF INTEREST**

No contract will be awarded to a proposing firm who has City elected officials, officers or employees affiliated with it, unless the proposing

firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's Bidder lists, and prohibition from engaging in any business with the City.

#### **1.69 NO CONTINGENT FEES**

Vendor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Vendor to solicit or secure the Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### **1.70 E-VERIFY**

Bidder acknowledges that the City may be utilizing the Bidder's services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. Bidder shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Bidder during the Agreement term. The Bidder is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. Bidder acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Agreement.

#### **1.71 FORCE MAJEURE**

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Bidder hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by

acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Bidder for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

#### **1.72 BUDGETARY CONSTRAINTS**

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Bidder shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **1.73 ANNEXATION**

Bidder agrees to extend all terms, conditions and pricing in the Agreement and any amendments thereto, to any areas annexed into the City.

#### **1.74 SOVEREIGN IMMUNITY**

Nothing in the Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

#### **1.75 SCRUTINIZED COMPANIES PURSUANT TO SECTION 287.135 AND 215.473**

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing,

to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

**END OF SECTION**



## **SECTION 3.0 SCOPE OF WORK**

### **3.1 PURPOSE AND INTENT**

The City of North Miami Beach, Florida ("City") is seeking bids to provide Citywide Grounds Maintenance services at various sites throughout the City to include the City of North Miami Beach rights-of-way, State DOT rights-of-way, South Florida Water Management District rights-of-way, Water & Wastewater plants, lift stations, Community Recreation Centers, and Governmental Buildings and Facilities both in and outside of the City.

The intent of this Solicitation is to contract with a suitably qualified and experienced firm to Citywide Grounds Maintenance Services for the City of North Miami Beach. The awarded Bidder must have the capacity and capability to service various City facilities at the frequencies outline in this solicitation.

Award of this solicitation will be made to the single lowest priced responsive, responsible Bidder per Group, who meets the minimum qualifications as outlined in Section 3.4 of this solicitation and submits an offer for all items listed within the Group. Bidders may bid on any or all of the Groups and may be awarded multiple Groups. If a Bidder fails to submit an offer for all line items within a Group, the offer may be rejected.

### **3.2 DESCRIPTION OF CITY OF NORTH MIAMI BEACH**

The City of North Miami Beach is a first-tier suburb in northeastern The City, which is located in the southeast part of Florida. Located midway between Miami and Fort Lauderdale with excellent regional highway access, it is primarily a residential and shopping community. Its central location and easy access has made North Miami Beach one of South Florida's best known regional shopping areas and offers a wide variety of recreational, cultural, and dining experiences. The City of North Miami Beach celebrated its 90<sup>th</sup> Anniversary in 2016.

### **3.3 SCOPE OF SERVICES**

The Awarded Bidder(s) shall furnish all labor, supplies, materials, equipment, machinery, supervision and services necessary with competent staff to provide high standards of Grounds Maintenance Services performed as per the specifications and frequencies detailed in this Invitation to Bid.

These responsibilities shall be carried out by the Awarded bidder through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required for optimizing services and support.

### **3.4 QUALIFICATIONS OF AWARDED BIDDER INCLUDING EXPERIENCE**

The Awarded Bidder(s) is required to have substantial knowledge and experience to maintain the grounds and landscaping if required, in City of North Miami Beach rights-of-way, State DOT rights-of-way, South Florida Water Management District rights-of-way, Water & Wastewater plants, lift stations, Community Recreation Centers, and Governmental Buildings and Facilities both in and outside of the City. Bidders must meet the following qualifications to be considered for award.

**A.** The Awarded Bidder must submit a valid Local Business Tax Receipt; and

**B.** Bidders(s) must have a minimum four (4) years' experience in the horticulture/landscape industry in the State of Florida and provide proof of

occupational license; or

- C. Bidders shall provide a copy of a valid Florida license or certification in Horticulture or Landscape through the Florida Nurseryman and Growers Association.
- D. Bidders shall have a Certified Arborist on staff or available as a consultant (Subcontractor) to perform services under this contract; and
- E. Bidders shall have a Certified Pesticide Operator on staff or available as a consultant (Subcontractor) to perform services under this contract; and
- F. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided Grounds Maintenance services similar in size and scope of services being requested. References shall be from a governmental agency or active residential Homeowners Association. References must include the following to be eligible for consideration,
  - 1) Facility type (i.e. stadium/arena, hospital, airport, etc)
  - 2) Address of the facility
  - 3) Size of facility (in square feet)
  - 4) Number of employees servicing the facility
  - 5) Frequency of Services (daily, 24/7, shift, etc)
  - 6) Description of overall performance of the Bidder

### **3.5 ROUTINE GROUNDS MAINTENANCE SERVICES**

Routine maintenance will be completed at each site specified at the frequencies specified herein. Routine Maintenance shall include mowing, weeding and edging of turf areas; flower and shrub bed weeding; hedge trimming; litter, trash, and debris removal and disposal. A manicured professionally groomed appearance is the desired result. It is the responsibility of the Awarded Bidder(s) to be familiar with the type of grasses, trees and vegetation at each specified site.

- 3.5.1 Mowing:** Prior to mowing, Awarded Bidder(s) shall be responsible for the removal and disposing of all trash and debris which includes, but not limited to, palm fronds, horticultural and non-horticultural debris, leaves, rocks, paper, tree branches and limbs, shrubbery, and other miscellaneous objects on the ground in the service area to include the right-of-way. The number of mowing services may be modified by the City depending upon seasonal conditions. Mowing and edging shall include park medians and areas along the outside edge of the sidewalks of adjacent properties. Awarded Bidder(s) shall ensure all trash and debris is disposed of the same day and areas with pavement and curbing shall be clear of all grass clippings from mowing.

Swale areas must be mowed throughout the entire year. If mowing is not possible and the swales are full of water, the swales must be addressed at every service to reduce the height of the weeds to 12" above the water.

Side of the road, a full mowing service shall include side of the roadway mowing and edging, all swale areas, and side of right-of-way trash removal. Maintenance of Traffic (MOT) may be requested on an as needed basis. MOT certification may be requested. Mowing ahead signs are required when mowing is being completed.

- 3.5.2 Edging:** Edging is required in all turf areas around isolated trees, valve boxes, shrubs, signposts, utility holes, etc. where they exist. All debris on streets, sidewalks, or other areas, resulting from edging, shall be removed. No herbicide shall be used for edging. Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all plant beds, utility service boxes, streetlight bases, signposts, headwalls, guardrails, timer pedestals, posts, and trees.

The cutting of overhanging or overgrown vegetation away from a hard surface such as curbing, sidewalks, driveways, roadways, fences, etc., and maintenance of a defined manicured edge around tree rings/surrounds, landscape borders, monuments, signs, or physical elements protruding from the ground maintenance area.

- 3.5.3 Debris/Litter Removal:** Litter control is a general requirement for all areas covered under this contract. Failure to provide acceptable litter control while conducting work may result in payment deductions based upon the area where litter was not picked up. For example, if it was not picked up prior to mowing then a deduction for mowing services in that area may occur at the discretion of the City. Before mowing turf areas, the Awarded Bidder(s) shall remove all debris trash from the service site.

Park trash removal for each service for all site areas shall be cleaned by removing all trash or debris which shall include, but not limited to the following: paper, bottles, cans, other trash, and horticultural debris, undesirable materials, or debris deposited or blown on the sites.

Fallen palm fronds and tree limbs shall also be removed before each mowing or litter collection operation. This includes all roadkill items and carcasses. "Hard junk" to be removed includes but is not limited to rubber, metal, plastic, cement, clothing, cardboard, or furniture, appliances and machinery which do not require special equipment or handling for removal.

- 3.5.4 Weed Control:** It is the City's intent to have weed-free conditions in all areas covered under this contract. The Awarded Bidder(s) is responsible for keeping all areas covered under this contract weed-free at all times. The only exclusion allows for up to ten percent (10%) weed coverage in St. Augustine turf at any given time. It is the City's intent to have weed-free conditions in all areas covered under this contract. The Awarded Bidder(s) is responsible for keeping all areas covered under this contract weed-free at all times. All exterior equipment to include but not limited to air conditioning equipment, generator and cell tower enclosures, etc. shall be treated for weeds to prevent any encumbrance which might affect equipment performance.

All plant material shall be kept free of vine growth at all times unless directed by the Director of Parks and Recreation or designee (i.e. this includes vines growing on fencing). Chemical applications may not be used to kill vines in and around all plants. All vines are to be hand removed to include uprooting them from the ground. This includes vines that are located on fences, trees, Ivy's and structures city-wide.

Under no circumstances shall chemicals be applied to weeds growing within or adjacent to grounds materials or hedge lines (i.e. grass growing within shrub beds). Weeds located in these areas are to be manually removed. The Awarded Bidder(s) shall be responsible for any damage or death to grounds materials through the use of

chemicals and all damaged plant material must be replaced within 48-hours of notification at the Awarded Bidder(s)'s cost.

**3.5.5 Shrubs:** All shrubs and ground cover plants growing in the work areas shall be pruned, as required, to maintain plants in a healthy, growing, flowering condition and to maintain plant growth within reasonable bounds to prevent encroachment of passageways, walks, streets, view of signs or any manner deemed objectionable by the Project Manager. All shrub material shall be pruned a minimum of once per month to insure the best shape, health, and natural character of the individual plant. Mechanical trimming may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers.

**3.5.6 Groundcover:** All groundcover material shall be pruned a minimum of once per month to insure the best shape, health, and character of the individual plant. Groundcover plants shall be selectively cut back to encourage lateral growth and kept inbounds and out of other plantings, walkways, lighting, etc. Mechanical trimmings may only be utilized when the health or appearance of the plant will not be damaged by the mechanical trimmers. Ornamental Peanut shall be mowed only with the written approval of the City Project Manager.

**3.5.7 Bed Area Maintenance:** The Awarded Bidder(s) shall keep the bedded areas free of dead plants, leaves, and branches at all times. All beds shall be vertically edged, and kept weed free at all times. Edge grass at plant bed lines to keep grass from growing toward shrubs, keep the width of sod as it was originally placed. Use of herbicide for bed or tree ring edging is prohibited. Landscape edging where used must be kept in place, and vertical as it was originally installed.

**3.5.8 Tree Overhang / Palm Canopy Care:** The Awarded Bidder(s) shall maintain a minimum lower canopy of 9 feet height under pedestrian traffic and 14 feet for vehicular traffic for both trees and palms. All vegetation obstructing posted signs, or any unsafe tree and palm condition shall be resolved by then end of every lawn maintenance service. Pruning shall conform to all ANSI standards in regard to tree pruning standards and worker safety.

**3.5.9 Hardscapes:** All hardscapes area i.e. deco-concrete, asphalt, walkways, asphalt trails and cobblestone are shall be sprayed with herbicide and blown on the day of service in conjunction with mowing and edging. Dye is not to be used on concrete medians, sidewalks or paver. Herbicides shall only be used to control new growth of weeds no more than 2 inches in height. The Awarded Bidder(s) shall manually pull all visible weeds taller than 2 inches. Debris from blowing shall be gathered and disposed of in a proper manner.

### **3.6 PROJECT "TASK ORDER" MAINTENANCE**

To ensure additional safety and beautification of the location sites outlined in Section 3.X, the Awarded Bidder(s) shall perform additional landscape related tasks on an 'as needed' basis. These tasks may be at the request of the City's Project Manager or at the recommendation of the Awarded Bidder(s). The City shall request in writing a quote in accordance to the awarded pricing per task by the Awarded Bidder(s) for the specific task order maintenance to be performed. In the event that the Awarded Bidder(s) recommends additional maintenance to be done as specified under "task order" maintenance, a recommendation shall be presented in writing detailing the proposed maintenance and a

price quote in accordance to the awarded pricing per task. All tree maintenance shall be completed with proper consult with the licensed arborist employed and/or sub-contracted by the Awarded Bidder. All chemical maintenance shall be completed by a licensed applicator. Below are the various "task order" maintenance projects that may be performed.

- 3.6.1 Pruning:** All pruning shall be in compliance with the most recent tree maintenance standards as published in the American National Standards Institute (ANSI) A300 Standards for Tree Care Operations. All tree pruning must be done by an ISA Certified Arborist or under the direct supervision of an ISA Certified Arborist.

Pruning will also be required from time to time to remove damaged branches from storms, frost, pruning to prevent encroachment of branches over streets, into private property, obscuring view of signs or traffic, particularly at a road intersection, or interference with lighting, etc.

- 3.6.2 Palms:** Royal Palms shall be kept clean and free of brown fronds and or boots at all times. Sylvester Palms / Silver Bismarck Palms and all non- self-shedding palm varieties shall be trimmed once annually to remove the bottom brown palm fronds. All seed heads shall be removed prior to ripening to prevent falling fruit and staining of surfaces below.

- 3.6.3 Hardwoods / Ornamentals:** The Awarded Bidder(s) shall maintain a natural appearance desired shape. Cathedral live oaks shall be open branching as well as clear out the center of the tree to help with air circulation and overcrowding branches. Bridal Veil Trees to be allowed to develop into their natural vase shape. Pink Tabebuias to be allowed to obtain their natural shape. Do not only trim around the outside circumference of the tree. Recommended annual trimming should be kept to about 25% of the tree canopy. Hard cutting is stressful on the tree and does not help them survive storms. Perform pruning in spring and summer for best recovery.

- 3.6.4 Removal and Disposal:** In the event that a tree has been diagnosed dead or hazardous to the health and safety of people, facilities or other vegetation, a licensed arborists shall complete an assessment and cost per tree removal (outlining the tree species, size, diagnosis). The City may request to have trees of any species removed at the discretion of the City upon price quote from the Awarded Bidder(s).

- 3.6.5 Mulch:** All sites shall be mulched to a depth of 3", typically done twice annually. The Awarded Bidder(s) shall replenish mulch in shrub beds as required to cover area of bare soil, especially at the edge of the bed and in place where the shrub canopy has grown together to shade the soil. Add mulch around the tree trunks in sod areas. Mulch shall be added to maintain a constant three (3) inch thickness. Do not pile mulch against tree trunks and shrub stems. The Awarded Bidder(s) shall use City approved equivalent shredded "round-wood" mulch "Pine Bark Brown" color. Grade 'A' Cypress mulch, Melaleuca mulch or other mulches may be used as designated and approved by the City.

- 3.6.6 Fertilization:** The fertilizer used shall be a commercial grade product and recommended for use on each plant type. Specific requirements should be determined by soil type and time of year. Application shall proceed continuously once begun until

all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining.

- 3.6.7 Chemical Spraying:** It is the responsibility of the Awarded Bidder(s) to perform regular monthly inspection of trees and vegetation to report any site condition that may be detrimental to their health and vitality to the City. The Awarded Bidder(s) shall spray affected plants to control or eradicate infestations of chewing or sucking insects, leaf miners, fire ants, and other pests. Awarded Bidder(s) shall be fully licensed to apply pesticides and use sound cultural practices that aid in preventing the presence or proliferation of insect and diseases. IPM (Integrated Pest Management) standards and principles shall be incorporated into any approved disease and pest control plan.

The Awarded Bidder(s) may apply herbicides/insecticides by means of a spray type device to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior approval by the City as to type location, and method of application. The Awarded Bidder(s) shall exercise extreme care so as not to over spray and effect areas not intended for treatment. Areas adversely affected by such over spray shall be restored by the Awarded Bidder(s) at their expense.

### **3.7 SERVICE LOCATIONS AND FREQUENCIES**

The Awarded Bidder(s) shall provide Grounds Maintenance services at the site locations outlined in Attachment A. Routine Grounds Maintenance services outlined in Section 3.5 shall be performed at the frequencies and/or service quantities listed. Bidders shall provide pricing for Ground Maintenance services for each site location listed, inclusive of all labor, equipment use, travel time and any other element of cost or price.

### **3.8 PERFORMANCE STANDARDS**

All work shall be performed in accordance with the highest professional maintenance standards and horticultural techniques. Frequencies set for certain repetitive maintenance functions and tasks in specifications are minimum frequencies, which must be increased, if necessary, to achieve the Quality Objective.

- A.** Standards and frequencies may be modified from time to time by the City Project Manager as necessary to assure proper maintenance to achieve the Quality Objective.
- B.** All work shall be done in a thorough and workmanlike manner under competent Awarded Bidder(s) supervision to the satisfaction of the City Project Manager.
- C.** All work shall be scheduled and completed in a continuous manner, that is, all mowing, edging, pruning, weed control and all other tasks completed before leaving the work site.
- D.** Awarded Bidder(s) shall have completed all Grounds Maintenance functions prior to the scheduled maintenance inspection.

- E. Awarded Bidder(s) shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.
- F. Awarded Bidder(s) shall recognize that during the course of the Contract, other activities and operations may be conducted by City work forces and other Awarded Bidder(s). These activities may include but not be limited to landscape refurbishment, irrigation system modification or repair, construction and storm related operations. The Awarded Bidder(s) may be required to modify or curtail certain operations without decreased compensation and shall promptly comply with any request by the Project Manager. In the event a Site or part of a Site becomes unavailable for servicing by the Awarded Bidder(s), the City Project Manager may temporarily delete the Site or part of the Site and compensation to the Awarded Bidder(s) will be decreased.

### **3.9 REGULATIONS AND STANDARDS**

Awarded Bidder(s) shall be responsible for complying with regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract. The Awarded Bidder(s) shall meet or exceed the applicable requirements of the latest revision to the following codes and specifications published by the following organizations:

- FDOT Florida Department of Transportation
- OSHA Occupational Safety and Health Act
- EPA Environmental Protection Agency
- All State and Federal labor standards and practices, as applicable

### **3.10 EQUIPMENT AND MATERIALS**

All materials supplied and used by Awarded Bidder(s) shall be the highest quality and used in accordance with manufacturer's directions. Commercial products such as fertilizers and pesticides shall bear the manufacturer's label and guaranteed analysis. City inspectors may require tests and reject materials not meeting these specifications or manufacturer's guarantee. Salvage materials will not be allowed. (Bidder(s) shall complete Exhibit B to be responsive)

### **3.11 PERSONNEL REQUIREMENTS AND EXPECTATIONS**

The Awarded Bidder shall recruit, screen and employ such full time/part time personnel as required to competently fulfill its obligations under the terms of this Contract. Assigned personnel shall be completely trained, properly supervised, and shall be technically qualified to safely and efficiently provide the Services as described throughout the solicitation. (Bidder(s) shall complete Exhibit B to be responsive)

- A. Bidder(s)' supervisory and administrative personnel shall be sufficiently bi-lingual to be able to take instructions from the County and be able to properly supervise and communicate effectively with its employees.
- B. Awarded Bidder shall maintain a list, available to the City of all employees working onsite at all City facilities.

### **3.12 UNIFORM REQUIREMENTS**

Employees of the Awarded Bidder shall present a clean, neat and professional appearance at all times and discharge their duties in a cooperative, safe, courteous and efficient manner. The Awarded Bidder shall provide uniforms for all employees.

- A. Uniforms that are permanently stained, torn, disheveled or unsightly, must be replaced by the Awarded Bidder.
- B. The uniform shall have identification insignia. Employees of the Awarded Bidder must wear only the approved uniform while on site and performing Services. The shoes and socks shall be neat, clean, and in good condition. Management shall wear generally accepted business attire.

### **3.13 ON SITE WORK SCHEDULE**

Grounds Maintenance services shall be provided during working hours Monday through Friday, 7:00am to 4:00pm (excluding holidays). In the event a prescheduled maintenance visit is cancelled by the Awarded Bidder, it is the responsibility of the Awarded Bidder to schedule a new visit for no less than twenty-four (24) hours from the day of the cancelled visit. The City reserves the right to cancel or reschedule a pre-schedule maintenance visit by notifying the Awarded Bidder in writing twenty-four (24) hours prior to original service date.

- 3.13.1 Awarded Bidder(s) shall schedule and conduct the work at times and in a manner which shall not interfere with normal pedestrian traffic on adjacent sidewalks or vehicular traffic on adjacent streets, and shall not cause annoyance to residents near the site or users of the site. During periods of peak rush hour traffic (7:00am to 9:00am and 4:00pm to 6:00pm) and all high impact periods due to events, the Awarded Bidder(s) will not block or impede any travel lanes. Parking Lots in and around Victory Park and City Hall shall be scheduled so that work can be completed before 9:00am.
- 3.13.2 The Awarded Bidder(s) will adhere to the frequencies for each site as outlined in Section 3.18 of this solicitation. Any variations to that schedule, requested by either party, must be approved in writing by an authorized representative of the other party.

### **3.14 QUALITY CONTROL INSPECTIONS**

The quality objective of all services and materials provided by Awarded Bidder(s) in accordance with conditions and specifications herein is to maintain the grounds to provide a healthy, safe, clean, attractive condition throughout the term of the contract. All work shall be performed in accordance with the highest professional maintenance standards and techniques; in a thorough and skillful manner and under competent Awarded Bidder(s)'s supervision to the satisfaction of the City's Project Manager.

The Awarded Bidder(s)'s work will be inspected by the City on a regular basis to assure strict compliance with these specifications. The City will meet with the Awarded Bidder(s) as needed, but no less than on a monthly basis, to review the overall maintenance. The City will make periodic inspections and provide reports indicating items that need to be addressed and the Awarded Bidder(s) is responsible to complete in a timely manner and provide status reports.

- 3.14.1** The Project Manager will provide continuing inspection of the sites throughout the cycle to ensure compliance of minimum equipment, personnel, safety standards and all maintenance and treatment services as specified in contract documents.
- 3.14.2** The Awarded Bidder(s), upon completion of service cycle per site, shall provide the Project Manager by 12pm next business day a list of sites for which the service has been completed and a list of sites to be serviced on the daily Schedule Site List.
- 3.14.3** The City intends to inspect work completed by the vendor within forty-eight (48) hours of receipt of completion notice in order to verify grounds maintenance. Any deficiencies found at time of inspection will be documented in the inspection report and submitted to the Awarded Bidder(s) for corrective action. The inspection report will reference the contract regarding deficiencies. Debris deficiencies need to be corrected by the vendor within two (2) business days after notification and once corrected will be immediately inspected by the Project Manager. Debris found during the first inspection shall be removed by the vendor within two (2) business days after notification. The Awarded Bidder(s) shall perform required treatment prior to the following cycle inspection date. The Project Manager will conduct a final inspection before the end of the month to verify that all deficiencies have been addressed as per the technical specifications of the contract.
- 3.14.4** The Project Manager or designee will inspect the facilities monthly and will re-inspect if necessary, to determine if all of the requirements of the contract resulting from this solicitation have been met. All of the requirements must be met in order for the facility to be considered acceptable and for the Awarded Bidder(s) to be in compliance with all the terms and conditions of this solicitation to be paid accordingly.

The Awarded Bidder(s) will adhere to a work schedule provided by the City. Any variations to that schedule, requested by either party, must be approved in writing by an authorized representative of the other party.

Awarded Bidder(s) shall not work or perform any operations during inclement weather which may destroy or damage landscaped areas.

### **3.15 REPORTING**

The Awarded Bidder shall provide written reports, work orders, and/or logs each time a site is serviced. Reports and/or work orders must accompany each invoice. Reporting of all maintenance performed shall include: site location, services completed, 'task order' services (if applicable), recommendations or adjustments needed that are outside the routine grounds maintenance services. This documentation must be sent electronically via email to the designated email recipient provided by the City. This information shall be provided in a format that is acceptable to the City and shall contain the names and signatures of the attending technicians and/or subcontractors.

- 3.15.1** In accordance to Florida Department of Transportation (FDOT) and Florida East Coast Railway (FEC) performance standards, quarterly reports must be completed to ensure compliance. The City's Project Manager will provide all required documentation to be completed by the Awarded Bidder(s).

**3.16 UNREPORTED / UNATTENDED HAZARDS**

The Contractor shall report and/or rectify all safety hazards. Hazards may be due to overgrowth, improper maintenance, lack of maintenance, weather conditions or other acts of nature. The presence of such hazards left unaddressed 48 hours following the Contractor's regular scheduled cycle or notification by City of presence of hazard may result in penalties. The City may deduct \$2,000.00 for unreported hazardous condition resulting from. This would include but not be limited to:

- A. Prolonged, undetected or unaddressed Open Holes caused by any means and as evidenced by; excessive weed or vegetative growth, aged litter in hole.
- B. Undetected or unaddressed dead trees or palms or dead branches or fronds that may pose a hazard to pedestrians or vehicular traffic.
- C. Roadway or sidewalk encroachments of a size or in a location that could result in significant damage to vehicles or that would pose an immediate hazard to pedestrians, cyclists, skaters or segway riders.
- D. Excessive number of Fire Ant mounds or mounds in high traffic areas or in areas frequented by children.
- E. Excessive washouts resulting from a prolonged, undetected or unaddressed irrigation break as evidenced by; alga growth, excessive weed or vegetative growth ruts left by mowing equipment driving through muddied areas of turf grass.

**3.17 EMERGENCY OR ANCILLARY SERVICES**

The Project Manager may, at his/her discretion, authorize the Awarded Bidder(s) to perform additional work not provided elsewhere within the contract, however related to grounds maintenance, landscaping, or other horticulture services. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Project Manager may verbally authorize the work to be performed upon receiving a verbal estimate from the Awarded Bidder(s). However, within twenty-four (24) hours after receiving verbal authorization, the Awarded Bidder(s) shall submit a written estimate. When the need for ancillary supplies arise request for quotations will be issued to the primary Awarded Bidder(s) awarded for the specific Groups. All additional work shall commence on the specified date established and Awarded Bidder(s) shall proceed diligently and continuously to complete said work within the time allotted.

**3.18 HURRICANE SEASON AND DISASTER MANAGEMENT**

The awarded Bidder shall be available to respond to the City, as soon as its employees may safely do so, during the hurricane season from June to November each year, or for any other storm-related event, whether for an emergency or not, and must also be available to participate in any City organized disaster-preparation activities when so requested.

# EXHIBIT "B"

City of North Miami Beach  
17011 NE 19 Avenue  
North Miami Beach, FL 33162  
305-947-7581  
www.citynmb.com



MEMORANDUM

TO: Mayor and City Commission  
FROM: Arthur H. Sorey, III, City Manager  
VIA:  
RE: Resolution No R2021-109, Citywide Grounds Maintenance Services  
DATE: November 16, 2021

Description

In an effort to provide Excellent Municipal Services, in a financially responsible manner, consistent with our Strategic Plan, the City of North Miami Beach issued ITB-21-054-SG Citywide Grounds Maintenance Services, with electronic notices posted on the City's website and BidSync, with electronic notification sent to over 8,659 vendors on August 4, 2021, in accordance with Florida Statutes and the City of North Miami Beach's City Code.

The Citywide Grounds Maintenance services agreement will encompass services at various sites throughout the City to include the City of North Miami Beach rights-of-way, State DOT rights-of-way, South Florida Water Management District rights-of-way, Water & Wastewater plants, lift stations, Community Recreation Centers, and Governmental Buildings and Facilities both in and outside of the City.

BACKGROUND ANALYSIS:

On September 13, 2021, the City received seven (7) total bids. The seven bids were opened from bidders: South Eastern Landscaping Care, YRY Homes, Coco Tree Service Corp, Country Bill's Lawn Maintenance Inc, SFM Services Inc, Superior Landscaping & Lawn Services Inc and BV Landscape Services Inc. Procurement Management Division conducted an administrative review for responsiveness and responsibility of the seven (7) bids and found that two (2) firms did not meet the minimum qualifications, making them non-compliant with the State of Florida. See attached bid tabulation.

In addition to conducting state and local due diligence and reference verification, a responsibility review meeting was held (virtually) with the lowest, responsive bidder for a more extensive responsibility assessment. The Public Works, Parks and NMB Water Departments deemed Coco Tree Service Corp., responsible and capable of carrying out the scope as outlined in the solicitation. Thusly, the Public Works, Parks and NMB Water Department Directors have concurred that Coco Tree Service Corp., is the lowest responsive responsible bidder.

RECOMMENDATION: City Manager, after conducting his due diligence, concur with the recommendation to award to the lowest responsive and responsible bidder, Coco Tree Service Corp., and recommend that the City Commission approve and authorize the City Manager to execute an agreement with Coco Tree Service Corp., as the lowest responsive and responsible bidder in a not to exceed the annual budget amount of \$657,000, for three (3) year of service with two (2) one year renewals options.

FISCAL/ BUDGETARY IMPACT:

ATTACHMENTS:

Description

- [PW-PR-NMBW Dept Approval to Award - Citywide Grounds Mnt Srv](#)
- [Excel Tabulation for Bid ITB-21-054-SG](#)

D [Coco Tree Service - Evaluation Packet](#)

D [Resolution No. R2021-XXX Citywide Grounds Maintenance](#)

# EXHIBIT "C"

**RESOLUTION NO. R2021-XXX**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF NORTH MIAMI BEACH, FLORIDA, APPROVING THE AWARD OF INVITATION TO BID NO. ITB-21-054-SG – “CITYWIDE GROUNDS MAINTENANCE SERVICES”; AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN AGREEMENT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER, COCO TREE SERVICE, CORP. AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXPEND AN ESTIMATED ANNUAL AMOUNT NOT TO EXCEED \$657,000; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of North Miami Beach (“City”) issued an Invitation to Bid No. ITB-21-054-SG (“ITB”) for *Citywide Grounds Maintenance Services*; and

**WHEREAS**, the Citywide Grounds Maintenance services agreement will encompass services at various sites throughout the City to include the City of North Miami Beach rights-of-way, State DOT rights-of-way, South Florida Water Management District rights-of-way, Water & Wastewater plants, lift stations, Community Recreation Centers, and Governmental Buildings and Facilities both in and outside of the City; and

**WHEREAS**, electronic notices were posted on the City’s website and Bidsync.com, and notifications were sent to over 8,659 potential local and national vendors, and on September 13, 2021, seven (7) bids were received by the City; and

**WHEREAS**, the Public Works, Parks & Recreation, NMB Water Departments and Procurement Management Division reviewed the lowest responsive and responsible bid from Coco Tree Service, Corp, (“Coco Tree”) and recommend award of the ITB to Coco Tree Service, Corp. in an estimated annual amount of \$657,000 for a three (3) year contract with the option to renew for two (2) additional one (1) year periods; and

**WHEREAS**, Section 3-3.14 of the City’s Code of Ordinances provides that contracts in excess of fifty thousand dollars (\$50,000.00) shall be awarded by the City Commission; and

**WHEREAS**, the City Manager conducted his own due diligence and concurs with the recommendation to award of the ITB to the lowest responsive and responsible bidder, Coco Tree Service, Corp., in an estimated annual amount of \$657,000 for a three (3) year contract with the option to renew for two (2) additional one (1) year periods; and

**WHEREAS**, the Mayor and City Commission find it to be in the best interests of the City to award the ITB to Coco Tree and authorize the City Manager or designee to execute an agreement, in an estimated annual amount of \$657,000 for a three (3) year contract with the option to renew for two (2) additional one (1) year periods.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Commission of the City of North Miami Beach, Florida:

**Section 1.** The foregoing recitals are true and correct.

**Section 2.** The Mayor and City Commission hereby approve and award Invitation to Bid No. ITB-21-054-SG for *Citywide Grounds Maintenance Services* to Coco Tree Service, Corp., and authorize and direct the City Manager or designee to execute an agreement, in a form acceptable to the City Attorney, with Coco Tree Service, Corp., for *Citywide Grounds Maintenance Services*, in an estimated annual amount of \$657,000 for a three (3) year contract with the option to renew for two (2) additional one (1) year periods.

**Section 3.** This resolution shall take effect immediately upon approval.

**APPROVED AND ADOPTED** by the City of North Miami Beach City Commission at the regular meeting assembled this **19th day of October 2021**.

**ATTEST:**

\_\_\_\_\_  
ANDRISE BERNARD, CMC  
CITY CLERK

\_\_\_\_\_  
ANTHONY F. DEFILLIPO  
MAYOR

(CITY SEAL)

APPROVED AS TO FORM, LANGUAGE  
& FOR EXECUTION:

\_\_\_\_\_  
HANS OTTINOT  
INTERIM CITY ATTORNEY

Sponsored by: Mayor and City Commission

# EXHIBIT "D"

CITY OF NORTH MIAMI BEACH MEMORANDUM



PROCUREMENT MANAGEMENT DIVISION

TO : Judeen Johnson, Public Works Director
Andrea Suárez Abastida, NMB Water Director
Andrew Plotkin, Parks & Recreation Director

FROM: Shereece George, Purchasing Agent

DATE: Wednesday, September 29, 2021

RE: RESPONSIBILITY REVIEW for #ITB-21-054-SG CITYWIDE GROUNDS MAINTENANCE SERVICES

As part of the evaluation process for Bid #ITB-21-054-SG Citywide Grounds Maintenance Services, a responsibility review has been deemed necessary. In conjunction with due diligence and reference verifications, a formal Responsibility Review meeting was conducted (virtually) on Tuesday, September 28th, 2021. This meeting was held with the lowest, responsive bidder (outlined in Exhibit A); Coco Tree Service Corp., NMB Water, Public Works, Parks & Recreation and Procurement Departments. Attendees include:

Coco Tree Service, Corp.
Josué Alvarado – President
Claudia Armenteros – Administration
Manuel Torres – Project Mgr / Inspector

City of North Miami Beach
Jamorie Depusoir – PW Operations Manager
Shawn Raines – PW Foreman
Dwight Jackson – PR Superintendent
Carlos Carrazana – Water Plant Manager
Diego Cortes – Public Utilities Maintenance Manager
Shereece George – Purchasing Agent

During this meeting, the Public Works, Parks, and NMB Water departments assessed Coco Tree Service Corp's capacity, experience, understanding of the solicitation scope and expectations of the contract. The below items were discussed as per the advertised solicitation and agreed upon and by Coco Tree Service Corp., with full acceptance and acknowledgement.

- Fixed pricing / Invoicing
Performance expectations / Failure to perform
Addition / Removal of Sites & Services
Quality Control Inspections / Reporting
Scheduling
Qualifications / Staffing
Site Locations

RECOMMENDATION:

Upon completion of the evaluation process which included State and Local due diligence, reference verification and a responsibility review to include the vendors' compliance of the Scope of Work, capacity requirements and expectations, it is the NMB Water, Parks and Public Works Department's opinion that Coco Tree Service, Corp., is a responsible bidder; thusly moving on in the evaluation process as favorable.

By: [Signature] Abastida
Andrea Suárez Abastida, NMB Water Director

09/30/2021
Date

By: [Signature]
Judeen Johnson, Public Works Director

09/30/2021
Date

By:
Andrew Plotkin, Parks & Recreation Director

Date

CITY OF NORTH MIAMI BEACH MEMORANDUM



PROCUREMENT MANAGEMENT DIVISION

TO: Judeen Johnson, Public Works Director  
Andrea Suárez Abastida, NMB Water Director  
Andrew Plotkin, Parks & Recreation Director

FROM: Shereece George, Purchasing Agent

DATE: Wednesday, September 29, 2021

RE: RESPONSIBILITY REVIEW for #ITB-21-054-SG CITYWIDE GROUNDS MAINTENANCE SERVICES

As part of the evaluation process for Bid #ITB-21-054-SG Citywide Grounds Maintenance Services, a responsibility review has been deemed necessary. In conjunction with due diligence and reference verifications, a formal Responsibility Review meeting was conducted (virtually) on Tuesday, September 28<sup>th</sup>, 2021. This meeting was held with the lowest, responsive bidder (outlined in Exhibit A); Coco Tree Service Corp., NMB Water, Public Works, Parks & Recreation and Procurement Departments. Attendees include:

Coco Tree Service, Corp.

Josué Alvarado – President  
Claudia Armenteros – Administration  
Manuel Torres – Project Mgr / Inspector

City of North Miami Beach

Jamorie Depusoir – PW Operations Manager  
Shawn Raines – PW Foreman  
Dwight Jackson – PR Superintendent  
Carlos Carrazana – Water Plant Manager  
Diego Cortes – Public Utilities Maintenance Manager  
Shereece George – Purchasing Agent

During this meeting, the Public Works, Parks, and NMB Water departments assessed Coco Tree Service Corp's capacity, experience, understanding of the solicitation scope and expectations of the contract. The below items were discussed as per the advertised solicitation and agreed upon and by Coco Tree Service Corp., with full acceptance and acknowledgement.

- Fixed pricing / Invoicing
- Performance expectations / Failure to perform
- Addition / Removal of Sites & Services
- Quality Control Inspections / Reporting
- Scheduling
- Qualifications / Staffing
- Site Locations

**RECOMMENDATION:**

Upon completion of the evaluation process which included State and Local due diligence, reference verification and a responsibility review to include the vendors' compliance of the Scope of Work, capacity requirements and expectations, it is the NMB Water, Parks and Public Works Department's opinion that Coco Tree Service, Corp., is a responsible bidder; thusly moving on in the evaluation process as favorable.

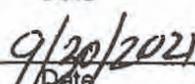
By: \_\_\_\_\_  
Andrea Suárez Abastida, NMB Water Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Judeen Johnson, Public Works Director

\_\_\_\_\_  
Date

By:  \_\_\_\_\_  
Andrew Plotkin, Parks & Recreation Director

 \_\_\_\_\_  
Date

# EXHIBIT "E"



# CONCURRENCE OF AWARD

**TO:** Donna Rockfeld, Chief Procurement Officer  
Procurement Management Division

**FROM:** Judeen Johnson, Public Works Director  
Andrea Suárez Abastida, NMB Water Director  
Andrew Plotkin, Parks & Recreation Director

**SUBJECT:** **Solicitation No.: ITB-21-054-SG**  
**Citywide Grounds Maintenance Services**

**Recommended Vendor: COCO TREE SERVICE CORP.**

**Initial Award Amount: \$ 657,000.00**

**Potential Project Amount: \$ 1,971,000.00**

Citywide Landscape Maintenance Services			Coco Tree Service Corp	
Item	Qty	Unit	Annual Price	Extended 3 Yr Cost
GROUP A - Public Works	1	year	\$ 285,221.88	\$ 855,665.64
GROUP B - Parks	1	year	\$ 296,341.20	\$ 889,023.60
GROUP C - Water Operations	1	year	\$ 75,436.92	\$ 226,310.76
<b>Total Cost</b>			<b>\$ 657,000.00</b>	<b>\$ 1,971,000.00</b>

**CONCURRENCE:**

The Department has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**PAST PERFORMANCE: (check all that apply)**

- No Performance Survey/Evaluation Forms within the past three years.
- Past Performance Survey/Evaluation Forms relevant to the scope of this contract have been satisfactory.
- No past Performance Evaluations exist in the Procurement Management Division records

AND

Reference Verification Forms are attached.

**NON-CONCURRENCE:**

I do not concur. Detailed reason for non-concurrence is attached.

TYPED NAME OF SIGNER: JUDEEN JOHNSON TITLE: PWB Director  
(Individual authorized to recommend the contract.)

SIGNATURE:  DATE: 9/30/21



# CONCURRENCE OF AWARD

**TO:** Donna Rockfeld, Chief Procurement Officer  
Procurement Management Division

**FROM:** Judeen Johnson, Public Works Director  
Andrea Suárez Abastida, NMB Water Director  
Andrew Plotkin, Parks & Recreation Director

**SUBJECT:** Solicitation No.: ITB-21-054-SG  
Citywide Grounds Maintenance Services

**Recommended Vendor: COCO TREE SERVICE CORP.**

**Initial Award Amount: \$ 657,000.00**

**Potential Project Amount: \$ 1,971,000.00**

Citywide Landscape Maintenance Services			Coco Tree Service Corp	
Item	Qty	Unit	Annual Price	Extended 3 Yr Cost
GROUP A - Public Works	1	year	\$ 285,221.88	\$ 855,665.64
GROUP B - Parks	1	year	\$ 296,341.20	\$ 889,023.60
GROUP C - Water Operations	1	year	\$ 75,436.92	\$ 226,310.76
<b>Total Cost</b>			<b>\$ 657,000.00</b>	<b>\$ 1,971,000.00</b>

**CONCURRENCE:**

The Department has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**PAST PERFORMANCE: (check all that apply)**

- No Performance Survey/Evaluation Forms within the past three years.
- Past Performance Survey/Evaluation Forms relevant to the scope of this contract have been satisfactory.
- No past Performance Evaluations exist in the Procurement Management Division records

AND

Reference Verification Forms are attached.

**NON-CONCURRENCE:**

I do not concur. Detailed reason for non-concurrence is attached.

TYPED NAME OF SIGNER: Andrea Suárez Abastida  
(Individual authorized to recommend the contract)

TITLE: Director of Public Utilities

SIGNATURE: Andrea Suárez Abastida

DATE: 9/30/2021



# CONCURRENCE OF AWARD

**TO:** Donna Rockfeld, Chief Procurement Officer  
Procurement Management Division

**FROM:** Judeen Johnson, Public Works Director  
Andrea Suárez Abastida, NMB Water Director  
Andrew Plotkin, Parks & Recreation Director

**SUBJECT:** Solicitation No.: ITB-21-054-SG  
Citywide Grounds Maintenance Services

**Recommended Vendor: COCO TREE SERVICE CORP.**

**Initial Award Amount: \$ 657,000.00**

**Potential Project Amount: \$ 1,971,000.00**

Citywide Landscape Maintenance Services			Coco Tree Service Corp	
Item	Qty	Unit	Annual Price	Extended 3 Yr Cost
GROUP A - Public Works	1	year	\$ 285,221.88	\$ 855,665.64
GROUP B - Parks	1	year	\$ 296,341.20	\$ 889,023.60
GROUP C - Water Operations	1	year	\$ 75,436.92	\$ 226,310.76
<b>Total Cost</b>			<b>\$ 657,000.00</b>	<b>\$ 1,971,000.00</b>

**CONCURRENCE:**

The Department has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

**PAST PERFORMANCE: (check all that apply)**

- No Performance Survey/Evaluation Forms within the past three years.
- Past Performance Survey/Evaluation Forms relevant to the scope of this contract have been satisfactory.
- No past Performance Evaluations exist in the Procurement Management Division records

AND

Reference Verification Forms are attached.

**NON-CONCURRENCE:**

I do not concur. Detailed reason for non-concurrence is attached.

TYPED NAME OF SIGNER: Andrew Plotkin  
(Individual authorized to recommend the contract.)

TITLE: Parks & Recreation Director

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

9/30/2021

## EXHIBIT "F"



## **City of North Miami Beach, Florida**

### **Office of the City Manager**

TO: Mayor and City Commission  
FROM: Arthur H. Sorey, III, City Manager  
DATE: November 16, 2021

---

**SUBJECT: Resolution No R2021-109 - Citywide Grounds Maintenance Services**

---

#### **Action Being Requested:**

To review the recommendation of resolution no. R2021-109 awarding ITB-21-054-SG for Citywide grounds maintenance services for the City of North Miami Beach.

#### **Summary and Background:**

The City issued ITB-21-054-SG for Citywide Grounds Maintenance Services. On September 13, 2021, the City received seven (7) total bids. The seven bids were opened from bidders: South Eastern Landscaping Care, YRY Homes, Coco Tree Service Corp, Country Bill's Lawn Maintenance Inc, SFM Services Inc, Superior Landscaping & Lawn Services Inc and BV Landscape Services Inc. The Procurement division conducted an administrative review for responsiveness and responsibility of the seven (7) bids and found that two (2) firms did not meet the minimum qualifications, making them non-compliant with the State of Florida.

After conducting due diligence, the Procurement division provided a recommendation to award the bid to the lowest responsive and responsible bidder, Coco Tree Service Corp. At the October 19, 2021, the Procurement Division, through the City Manager, recommended that the City Commission approve and authorize the City Manager to execute an agreement with Coco Tree Service Corp., as the lowest responsive and responsible bidder in a not to exceed the annual budget amount of \$657,000, for three (3) year of service with two (2) one year renewals options.

The City Commission reviewed the recommendation and voted to defer the matter to the next regular meeting.

Thereafter, the City Manager reviewed the responses for the Invitation to Bid. In accordance with the City's bid process, the awarded bidder is required to have substantial knowledge and experience to maintain grounds and landscaping in City of North Miami Beach's rights of way, State DOT rights-of-way, South Florida Water Management District rights-of-way, Water & Wastewater plants, lift stations, Community Recreation Centers and Governmental Buildings and Facilities both inside and outside of the City.

Specifically, ITB-21-054-SG for Citywide Grounds Maintenance Services states that Bidders must meet the following qualifications to be considered for award.

- a. The awarded bidder must submit a valid Local Business Tax Receipt; and
- b. Bidder(s) must have a minimum four years' experience in the horticulture/landscape industry in the State of Florida and provide proof of occupational license; or
- c. Bidders shall provide a copy of a valid Florida license or certification in Horticulture or Landscape through the Florida Nurseryman and Growers Association.
- d. Bidders shall have a certified arborist on staff or available as a consultant (Subcontractor) to perform services under this contract; and
- e. Bidders shall have a certified pesticide operator on staff or available as a consultant (Subcontractor) to perform services under this contract; and
- f. Bidder(s) shall provide three (3) references. These references must be from customers for whom the bidder has successfully provided grounds maintenance services familiar in size and scope of services being requested. References shall be from a governmental agency or active residential Homeowners Association. References must include the following to be eligible for consideration,
  - 1) Facility type (i.e. stadium/arena , hospital, airport, etc)
  - 2) Address of the facility

- 3) Size of facility (in square feet)
- 4) Number of employees servicing the facility
- 5) Frequency of services (daily, 24/7, shift, etc)
- 6) Description of overall performance of the bidder

After further review of the recommendation given by the Procurement Division to award the bid to Coco Tree Service Corp., the following findings were made and are of considerable note. True Lawn Tech, a listed subcontractor in the capacity of Pesticide operator of Coco Tree Service Corp., is currently inactive in the Florida Division of Corporation database and has an expired Miami Dade County local Business Tax Receipt. It expired in 2017.

Also, James White is listed in the Bid response as an employee who is a certified arborist of Coco Tree Services Corp. However, Mr. White has informed the City that he is a "subcontractor/consultant" for arbor services for Coco Tree Services Corp., and not an employee.

**Recommendation:**

After reviewing the solicitation requirements prepared by the Procurement division and reviewing the bid responses considered by City Management administration, it is the City Manager's determination to change the recommendation to award the ITB-21-054-SG for Citywide Grounds Maintenance Services to Coco Tree Service Corp., to awarding the bid to the second ranked firm, Country Bill's Lawn Maintenance Inc., as the lowest responsive and responsible bidder. The bid is in the amount of \$769,940.00.

**Recommended Motion:**

Motion to award ITB-21-054-SG for Citywide Grounds Maintenance Services to Country Bill's Lawn Maintenance Inc., as the lowest responsive and responsible bidder and authorizing the City Manager to execute an agreement with Country Bill's Lawn Maintenance Inc., in an amount not to exceed \$769,940.00, for three (3) years of service with two (2) one-year renewals options.