MIAMIBEACH

2022-045-WG
PREQUALIFICATION POOL OF CONTRACTORS TO PROVIDE GENERAL AND EMERGENCY LANDSCAPE MATERIALS AND SERVICES

TABLE OF CONTENTS

SECTIONS:

0100 GENERAL INFORMATION & SCOPE OF WORK

APPENDICES:

APPENDIX A PREQUALIFICATION APPLICATION

APPENDIX B SPECIFICATIONS AND SPECIAL CONDITIONS

DEFINITIONS:

Bidder *means* any firm or individual submitting an application in response to this ITB. The term bidder may be used interchangeably with applicant and proposer.

Vendor *means* any firm or individual that has been prequalified to supply goods or services to the City.

SECTION 0100: GENERAL INFORMATION & SCOPE OF WORK

1. PURPOSE. The City of Miami Beach is seeking applications from qualified bidders who wish to participate in a prequalification pool that will be used to solicit various general and emergency landscape materials and services on an "as needed" basis as specified herein. All firms which meet or exceed the criteria established in the solicitation shall be placed on a prequalification list that may be accessed by the City to obtain price proposals for various landscape materials and services.

The City utilizes Periscope S2G (formally known as BidSync) (www.periscopeholdings.com or www.bidsync.com) for automatic notification of solicitation opportunities and document fulfillment. Any prospective bidder who has received this ITB by any means other than through Periscope S2G is solely responsible for registering immediately with Periscope S2G to assure it receives any addendum issued to this ITB. Additionally, prior to the submittal of the bid, the bidder shall verify that it has received and complied with all addenda issued. Failure to receive an addendum, or comply with an addendum requirement, may result in disqualification of the bid submitted.

To be considered for the pool of prequalified contractors, interested parties must submit a complete Bidder Prequalification Application (Appendix A).

The City intends to prequalify vendors as categorized below:

1.1 **General Landscape Materials and Services.** The City has various landscape maintenance contracts that provide routine landscape maintenance services to specific Miami Beach streetscapes, municipal facilities, and coastal areas. However, from time to time there is a need to replace existing landscape or add landscaping to existing or new locations. The City's incumbent landscape maintenance contractors are not always the best equipped to provide the required landscape materials and/or services, due to quantity, size or species. Also, in the past, the lack of manpower and equipment availability have been concerns in response to emergency situations. Therefore, creating a pool of prequalified firms to be able to respond to supplemental landscaping needs, on an as-needed basis, is essential to the City.

General landscape services are defined as the performance of landscape services at various City of Miami Beach streetscapes, municipal facilities, and coastal areas with the objective to maintain areas in vigorous, healthy, growing, safe, clean, and attractive condition throughout the year.

General landscape materials and services:

1. purchase and delivery of ground cover plant material, trees, and palms;
2. purchase, delivery, and installation of ground cover plant material, trees, and palms;
3. purchase and delivery of planting supplies;
4. watering;
5. pruning;
6. stump grinding;
7. staking and guying; and
8. tree removal services.

1.2 **Emergency Services.** Emergency Services are defined as work that is required in response to a natural or other disaster and shall be based on an as-needed basis.

Emergency landscape materials and services:

1. tree and palm removal services;

2. tree and palm pruning services;
3. stump grinding;
4. tree and palm staking and guying; and
5. furnish and deliver landscape materials and supplies.

Interested contractors may submit an application (attached) indicating their intent to become prequalified. All contractors who meet or exceed the criteria established in this solicitation shall be placed on a prequalification list. City departments may access this list to obtain price quotations from contractors for the category of goods or services (See 1.1 and 1.2 above) required for general or emergency landscape materials and services.

Bidders must specify which categories they are requesting to be prequalified for as part of the Application Process (refer to Appendix A). Bidders are not required to participate in all categories to be considered part of the prequalified pool. However, a bidder may only participate in the category for which it has been prequalified.

Successful contractors awarded shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the requested specifications. Bidders past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

2. OVERVIEW OF PREQUALIFICATION PROCESS. The figure below is a general overview of the process that the City will utilize to award work pursuant to the prequalification process.



3. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below. The Bid title/number shall be referenced on all correspondence.

Procurement Contact:	*Telephone:*	*Email:*
Livia Barcelos	305-673-7000 x26858	LiviaBarcelos@miamibeachfl.gov
The City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.		

4. APPROVAL OF PREQUALIFIED STATUS. Following the review of applications, the responsive, responsible bidder(s) meeting all terms and conditions of the ITB will be recommended for award, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In addition to the criteria established in the application, pursuant to Section 2-369 of the City Code, the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**

- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

PREQUALIFIED STATUS IS VALID FOR FIVE (5) YEARS FROM DATE OF THE NOTICE OF PREQUALIFICATION ISSUED BY THE CITY, OR AS OTHERWISE APPROVED BY THE CITY MANAGER. NOTWITHSTANDING THE CITY MAY VERIFY COMPLIANCE WITH THE REQUIREMENTS ESTABLISHED HEREIN AT ANY TIME.

5. ADDITIONAL PREQUALIFIED FIRMS TO BE ADDED TO POOL. At any time, the City, through the approval of the City Manager, may accept applications and add additional firms to the list of prequalified firms.

6. ROADMAP. Awarded bidders shall be deemed to be prequalified to participate on general and/or emergency landscape materials and services as follows:

General Landscape Materials and Services

General landscape materials and services are defined as the performance of landscape services and/or the sale of materials for various City of Miami Beach streetscapes, municipal facilities, and coastal areas with the objective to maintain areas in vigorous, healthy, growing, safe, clean and attractive condition throughout the year.

Prequalified vendors in the General Landscape Materials and Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or on a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

The City may provide a general scope; however, the awarded vendor may provide a written scope of work to the City as part of its proposal. Once the project's scope is agreed to, the City will issue a purchase order with the estimate referenced as an attachment along with the bond and any other special provisions agreed to. If special terms and conditions other than those covered within this solicitation and awarded a contract are required, they will be included in the specific scope of work. They will be attached to the purchase order. Further, the purchase order shall take precedence over those in the base contract.

In determining the best contractor for the project, in addition to price, the following may be considered:

(1) The ability and capacity of the bidder to provide the requested plant materials.

(2) Whether the bidder can deliver the requested materials within the time specified, without delay or interference.

(3) Whether the bidder has the highest quality plant material (defined as Florida Fancy) in the quantities required.

(4) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

(5) General and emergency pruning services shall require contractors have an ISA Certified Arborist on staff. Contractors will be ineligible for work that requires an ISA Certifed Arborist if they do not have one on staff.

A Purchase Order will be issued to the prequalified bidder selected. No deliveries will be accepted prior

to a Purchase Order being issued.

Emergency Landscape Materials and Services

Emergency Landscape Materials and Services are identified as those services or materials needed in response to a natural disaster or some other form of emergency. As a result, a schedule for emergency services cannot be determined until a need arises. Additionally, all applicable Federal Emergency Management Agency (FEMA) will apply under emergency service activation and must be adhered to.

Prequalified vendors in the General Landscape Services categories shall then be deemed to be prequalified to participate in subsequent Invitations to Quote (ITQ) as required by the City on either an as-needed or a periodic basis. When such spot market purchases are initiated, the prequalified vendors shall be invited to offer pricing for a specific individual purchase or a specific purchasing period.

Upon notification by the City of Miami Beach, the Contractor will provide an immediate emergency response to remove obstructions. This will generally take place within 72 hours after a severe weather event. This includes the removal of trees and palms, on public property that are in danger of falling over, as well as pruning, staking, and guying salvageable trees and palms as instructed by City staff.

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, the vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

A City-issued purchase order shall serve as a "notice to proceed." The period for the completion of services will include mobilization, planning, weather, location, removal, and disposal. No additional claims may be made for delays due to these items. When the tasks have been completed, the awarded vendor shall notify the City and have an authorized City representative inspect the work for acceptance under the scope and terms in the Purchase Order. The City will issue in writing any corrective actions that are required. Upon completing these items, the City will issue a completion notice, and final payment will be issued.

7. SERVICE DELIVERY EXPECTATIONS. The City places an emphasis on excellent customer service delivery and expects the prequalified bidder to provide the best possible customer service to any and all awarded projects throughout the term of the contract. The prequalified bidder's project manager is responsible for monitoring the customer service provided to City by prequalified bidder's staff, sales and support teams, and employing, as necessary, corrective measures, to ensure that the prequalified bidder will provide and maintain the highest quality of customer service possible during the completion of the project(s). Project-specific deliverables and expectations shall be defined on a project-by-project basis, as specified in each ITQ.

8. VOLUME OF WORK TO BE RECEIVED BY BIDDER. No promise of work is given or should be understood, as a result of a prequalification. The City reserves the right to purchase any goods and/or services awarded from any resulting agreement, or another governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

9. STANDARD TERMS AND CONDITIONS. The City's Standard Terms and Conditions for Grants and Federal Requirements version dated 8.20.20 (available at https://www.miamibeachfl.gov/city-

hall/procurement/standard-terms-and-conditions/) are referenced and incorporated herein as well as the City's Standard Terms and Conditions for Services version dated 4.13.2020 (available at https://www.miamibeachfl.gov/city- hall/procurement/standard-terms-and-conditions/).

10. BINDING AGREEMENT. By virtue of submitting an application for the City's consideration, the bidder agrees that the application shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval of the bidder's prequalification status by the City Manager or City Commission. Further, the bidder agrees that, upon approval of the bidder's application by the City Manager or City Commission, a binding Agreement shall be established between the City and the approved Contractor. The Agreement shall be comprised of the following documents, and in the following order:

First,	the Purchase Order issued by the City; then,
Second,	the signed Contractor Service Order; then,
Third,	the Invitation to Quote (ITQ) is awarded to the vendor; then,
Fourth	the ITB, including all documents released in connection with the ITB, including all appendixes, whether included herein or released under separate cover.

In case of default on the part of the Successful Bidder, after said award, the City may take such action as it deems appropriate, including legal action, for damages or specific performance.

11. INSURANCE REQUIREMENT. The vendor shall maintain the below-required insurance in effect prior to awarding the contract and for the duration of the contract. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage may be treated as a material breach of the contract, which could result in withholding of payments or termination of the contract.

1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
2. Comprehensive General Liability (occurrence form), limits of liability of $1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operati,ons and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
3. Automobile Liability - $1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. The City must be named as an additional insured on the liability polic, andand it **must** be stated on the certificate.
5. Thirty (30) days written cancellation notice required.
6. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

Additional Insured – the City of Miami Beach must be included by endorsement as an additional insured with respect to all liability policies (except Professional Liability and Workers' Compensation) arising out of work or operations performed on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed in the form of an endorsement to the Contractor's insurance.

Notice of Cancellation - Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the City of Miami Beach c/o EXIGIS Insurance Compliance Services.

Waiver of Subrogation – Vendor agrees to obtain any endorsement that may be necessary to affect the waiver of subrogation on the coverages required. However, this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers – Insurance must be placed with insurers with a current A.M. Best rating of A:VII or higher. If not rated, exceptions may be made for members of the Florida Insurance Funds (i.e. FWCIGA, FAJUA). Carriers may also be considered if they are licensed and authorized to do insurance business in the State of Florida.

Verification of Coverage – Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

CERTIFICATE HOLDER MUST READ:

CITY OF MIAMI BEACH
c/o EXIGIS Insurance Compliance Services
P.O. Box 4668 – ECM #35050
New York, NY 10163-4668

Kindly submit all certificates of insurance, endorsements, and exemption letters to our servicing agent, EXIGIS, at:

Certificates-miamibeach@riskworks.com

Special Risks or Circumstances - The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

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APPENDIX A

MIAMIBEACH

Prequalification Application

2022-045-WG
PREQUALIFICATION POOL OF CONTRACTORS TO PROVIDE GENERAL AND EMERGENCY LANDSCAPE MATERIALS AND SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

MIAMIBEACH

Prequalification Application & Instructions

Section 1, SUBMITTAL INSTRUCTIONS. The Pre-qualification Application will not be considered until it has been submitted completed and executed by a principal of the bidder. Incomplete applications cannot be processed. If requested information is not applicable, please indicate "N/A" or "None. " If answers to questions are lengthier than the spaces that are provided in the Application, the answers may be provided on additional pages, which must be attached to the Application. All requested documents must also be attached to the Application. Failure to attach all requested documents will delay review and approval of the Application.

Submit one (1) electronic copy of the Application to Livia Barcelos at LiviaBarcelos@miamibeachfl.gov

The City reserves the right to request clarifications or additional information as deemed necessary to evaluate a bidder's qualifications. When clarifications or additional information is requested by the City, bidder will have *three (3) business days* to provide, in full, all the requested information. Failure to provide the information within the prescribed time will delay the review process and may result in denial of prequalification.

Section 2, DEADLINE FOR SUBMITTAL. There is no deadline for the submittal of applications. However, the initial review of applications shall take place 21 days after issuance of this ITB. Applications submitted after this date will be reviewed periodically on an on-going basis. The City will endeavor to complete the review of each application within 60 days of receipt.

Section 3. NON-RESPONSIVENESS Failure to submit the following requirements shall result in a determination of non-responsiveness. Non-responsive applications will not be considered.

1. Prequalification Application (submitted electronically via email. Please refer to Section 1 above).

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Part A – General Bidder Information.

FIRM NAME:		
NO. OF YEARS IN BUSINESS:	NO. OF YEARS IN BUSINESS LOCALLY:	NO. OF EMPLOYEES:
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:	ZIP CODE:	
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:	ZIP CODE:	
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		
BIDDER IS: _____CORPORATION / _____PARTNERSHIP / _____SOLE PROPRIETORSHIP / _____OTHER (If other, specify:_____)		

Part B – Operational & Management Information.

PREQUALIFICATION SERVICES SELECTION
(Check all that you *wish to be Prequalified to participate in future pricing competition.*)

General Landscape Materials and Services	
PURCHASE AND DELIVERY OF GROUND COVERPLANT MATERIAL, TREES, AND PALMS	
Sales and Delivery	
PURCHASE, DELIVERY, AND INSTALLATION OF GROUND COVER PLANT MATERIAL, TREES, AND PALMS	
Sales, Delivery, and Service	
PURCHASE AND DELIVERY OF PLANTING SUPPLIES	
Sales and Delivery	
WATERING	
Services	
PRUNING	
Services	
STUMP GRINDING	
Services	
STAKING AND GUYING	
Services	
TREE REMOVAL SERVICES	
Services	

Emergency Landscape Materials and Services	
TREE AND PALM REMOVAL	
Services	
TREE AND PALM PRUNING SERVICES	
Services	
STUMP GRINDING SERVICES	
Services	
TREE AND PALM STAKING AND GUYING	
Services	
LANDSCAPE MATERIALS AND SUPPLIES	
Sales and Delivery	

1. Provide the names of each owner (stockholder, sole proprietor, and partner), director, or officer of the company, below. Submit additional names on a separate sheet if required.

Owner	Ownership percentage	Directorship/Office type

2. Provide three (3) projects for which the bidder has provided the referenced services in the last five (5) years.

Project	Location	Project Value
Entity	Contact Person	Contact Information
		Email: Tel #:
Project Description:		

Project	Location	Project Value
Entity	Contact Person	Contact Information
		Email: Tel #:
Project Description:		

Project	Location	Project Value
Entity	Contact Person	Contact Information
		Email: Tel #:
Project Description:		

Additional references may be attached separately.

3. Is the bidder currently barred by a governmental agency, from bidding as a prime or subcontractor?

☐ YES ☐ NO

If yes, state debarment period and the reason(s) for debarment?

4. Has the bidder or any of its owners, directors, officers, or agents been convicted of a crime or had a claim that was filed in a court and mediated or arbitrated during the last five (5) years?

☐ YES ☐ NO

If yes, why?

5. Is an affiliate of the bidder prequalified by the City of Miami Beach for any work?

☐ YES ☐ NO

If yes, state the name of the affiliate?

6. Is the bidder a parent, subsidiary, or holding company for another company?

☐ YES ☐ NO

If the answer is "yes," identify the company and type of relationship(s), below:

Company	Type of affiliation (parent or subsidiary)	Period of affiliation

7. Is an owner, director, officer, or agent of the bidder affiliated with another company?

☐ YES ☐ NO

If the answer is "yes," provide the following information for each individual and the affiliated company.

Individual's name	Affiliated company's name	Period of affiliation	Type of affiliation (e.g. officer, director, owner or employee)

8. Is the bidder currently the debtor in a bankruptcy case or file for bankruptcy during the last five (5) years?

☐ YES ☐ NO

If yes, explain and attach, as applicable, the relevant case and court documents, including (but not limited to): the original petition, including the case number and the date that the petition was filed; a copy of the bankruptcy court's discharge order, and any other document that ended the case, if no discharge order was issued.

9. Has any owner, director, officer, or agent for the bidder, or has any business organization in which any such person was an owner, director, officer, or agent filed for or been discharged in bankruptcy within the past five (5) years?

☐ YES ☐ NO

If yes, explain and attach a copy of the discharge order, order confirming plan and if a Corporate Chapter 7 case, a copy of the notice of commencement.

10. Has any owner, director, officer, or agent of the bidder owned or managed a company under any other name in the last five (5) years?

☐ YES ☐ NO

If yes, explain.

11. Has the bidder been assessed or paid any fines on any contract during the past five (5) years, whether the project was publicly or privately owned?

☐ YES ☐ NO

If yes, explain.

12. Are there currently any liens, suits, or judgments of record pending against any owner, director, officer, or agent for the company that is related to the business activities of a business organization?

☐ YES ☐ NO

If yes, explain.

13. Has the bidder or any of its owners, officers, or partners ever been convicted (criminal) or found liable (civil) for making either a false claim or material misrepresentation to any public agency or entity?

☐ YES ☐ NO

If yes, explain.

14. Has the bidder or any of its owners, officers, or partners ever been convicted of any a federal or state crime?

☐ YES ☐ NO

If yes, explain.

15. Is any officer, director, employee or agent, or immediate family member (spouse, parent, sibling, and child) of any officer, director, employee or agent, an employee of the City of Miami Beach?

☐ YES ☐ NO

If yes, state name, title and share of ownership

Name	Title	Share (%) of Ownership

16. Has the bidder, or any officer, director, employee or agent, contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach?

☐ YES ☐ NO

If yes, provide details.

17. Equal Benefits for Employees with Spouses and Employees with Domestic Partners. Purchases hereunder are subject to the requirements of Equal Benefits for Domestic Partners Ordinance 2005-3494 that requires bidders with more than 51 employees and City volume greater than $100,000 to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a bidder who works within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?

☐ YES ☐ NO

B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?

☐ YES ☐ NO

C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner,

such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Company Provides for Employees with Spouses	Company Provides for Employees with Domestic Partners	Company does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

18. Moratorium on Travel to and the Purchase of Goods or Services from Mississippi. Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida prohibits the purchase of goods or services sourced in Mississippi. Are any of the products for which the bidder is seeking to be prequalified sourced in Mississippi?

☐ YES ☐ NO

If yes, which brands.

19. Byrd Anti-Lobbying Amendment Certification Form

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

By virtue of submitting bid, bidder certifies or affirms its compliance with the Byrd Anti-Lobbying Amendment Certification.

Name and Title of Bidder's Authorized Representative:	Signature of Bidder 's Authorized Representative:

20. SUSPENSION AND DEBARMENT CERTIFICATION

The Contractor acknowledges that:

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

By virtue of submitting bid, bidder certifies or affirms its compliance with the Suspension and Debarment Certification.

Name and Title of Bidder's Authorized Representative:	Signature of Bidder 's Authorized Representative:

ACKNOWLEDGEMENT OF ADDENDUM

After issuance of solicitation, the City may release one or more addendum to the solicitation, which may provide additional information to bidders or alter solicitation requirements. The City will strive to reach every bidder having received solicitation through the City's e-procurement system. However, bidders are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the bidder has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt		Enter Initial to Confirm Receipt	
	Addendum 1		Addendum 3		Addendum 5
	Addendum 2		Addendum 4		Addendum 6

If additional confirmation of addendum is required, submit under separate cover.

SMALL AND DISADVANTAGED BUSINESS CERTIFICATION

Pursuant to Resolution 2020-31519, the City is tracking the Small and Disadvantaged Businesses, as certified by Miami-Dade County that have been certified as Small or Disadvantaged Business by Miami-Dade County.

Does bidder possess Small or Disadvantaged Business certification by Miami-Dade County?

☐ YES ☐ NO

LGBT BUSINESS ENTERPRISE CERTIFICATION

Pursuant to Resolution 2020-31342, the City is tracking the utilization of LGBT owned firms that have been certified as an LGBT Business Enterprise by the National Gay and Lesbian Chamber of Commerce (NGLCC).

Does bidder possess LGBT Business Enterprise Certification by the NGLCC?

☐ YES ☐ NO

CONE OF SILENCE

Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIISTCO_DIV4PR_S2-486COSI

Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov .

Vendor attests that they have read, understand, and are in compliance with the Cone of Silence Ordinance, pursuant to Section 2-486 of the City Code?

☐ YES ☐ NO

CODE OF BUSINESS ETHICS

Pursuant to City Resolution No.2000-37879, the Bidder shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Division with its response or within three (3) days upon receipt of request. The Code shall, at a minimum, require the Bidder, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the City of Miami Beach and Miami Dade County.

Bidder shall submit firm's Code of Business Ethics within three (3) of request by the City. In lieu of submitting Code of Business Ethics, Vendor may indicate that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at http://www.miamibeachfl.gov/city-hall/procurement/procurement-related-ordinance-and-procedures/

Bidder adopts the City of Miami Beach Code of Business Ethics?

☐ YES ☐ NO

Bidder will submit firm's Code of Business Ethics within three (3) days of request by the City?

☐ YES ☐ NO

DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Certification is available at:
https://www.miamibeachfl.gov/wp-content/uploads/2019/04/DRUG-FREE-WORKPLACE-CERTIFICATION.pdf

By virtue of submitting bid, bidder certifies or affirms it has adopted policies, practices and standards consistent with the City's Drug Free Workplace Certification.

LOBBYIST REGISTRATION REQUIREMENTS

This solicitation is subject to, and all bidders are expected to be or become familiar with, all City lobbyist laws. Bidders shall be solely responsible for ensuring that all City lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their responses, in the event of such non-compliance.

By virtue of submitting bid, bidder certifies or affirms that they have read and understand the above Lobbyist Registration Requirements.

NON-DISCRIMINATION

The Non-Discrimination ordinance is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-375NSCCOREWA

By virtue of submitting bid, bidder agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

FAIR CHANCE REQUIREMENT

The Fair Chance Ordinance No. 2016-4012 is available at:
https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH62HURE_ARTVFACHOR

By virtue of submitting bid, bidder certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Bidder agrees to provide the City with supporting documentation evidencing its compliance upon request. Bidder further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

PUBLIC ENTITY CRIMES

Please refer to Section 287.133(2)(a), Florida Statutes, available at:
https://www.flsenate.gov/Laws/Statutes/2012/287.133

By virtue of submitting bid, bidder agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

VETERAN BUSINESS ENTERPRISES PREFERENCE

Pursuant to City of Miami Beach Ordinance No. 2011-3748, https://library.municode.com/fl/miami_beach/codes/code_of_ordinances?nodeId=SPAGEOR_CH2AD_ARTVIPR_DIV3COPR_S2-374PRPRPRVECOGOCOSE the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB, RFP, RFQ, ITN or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

Is the bidder a service-disabled veteran business enterprise certified by the ***State of Florida***?

☐ YES ☐ NO

Is the bidder a service-disabled veteran business enterprise certified by the ***United States Federal Government***?

☐ YES ☐ NO

BIDDER AFFIDAVIT

The undersigned agrees that s/he: 1) is a principal of the bidder duly authorized to execute the foregoing Contractor Prequalification Certification Application, and that the contents of said document(s) are complete, true, and correct to the best of his/her knowledge and belief; 2) s/ certifies that the application and supporting documents include all of the material information necessary to validate the status of the company for prequalification purposes; 3) s/ shall notify the Procurement Department within fifteen (15) days and provide a notarized statement whenever a change occurs in the ownership, management, or financial condition of the company. Further, any prequalified contractor, including its principal(s), director(s), and any affiliate, who is a party to any misrepresentation to obtain business or contracts with the City of Miami Beach shall be declared delinquent and have its certificate suspended or revoked and will be subject to debarment and any other penalties prescribed by law.

The undersigned affirms that the bidder agrees: 1) to complete and unconditional acceptance of the terms and conditions of this document, inclusive of attachments, exhibits and appendices; 2) that it has not colluded, nor will collude, with any other bidder; 3) that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; 4) that all responses, data and information contained in the bid are true and accurate.

Name:	Title (must be a principal of the bidder):
Signature:	Date:

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APPENDIX B

MIAMIBEACH

Special Conditions

2022-045-WG
PREQUALIFICATION POOL OF CONTRACTORS TO PROVIDE GENERAL AND EMERGENCY LANDSCAPE MATERIALS AND SERVICES

PROCUREMENT DEPARTMENT
1755 Meridian Avenue, 3rd Floor
Miami Beach, Florida 33139

SPECIAL CONDITIONS.

1. LICENSE/CERTIFICATION. Prospective bidder shall maintain in current status the adequate license or certification, to pull all permits necessary to successfully complete the work. Awarded vendor(s) shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract.

2. METHOD OF PAYMENT. The City shall provide periodic payments for services rendered by the Contractor. In order for the City to provide payment, the Contractor shall submit a fully documented invoice within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a City representative has reviewed and approved the service.

3. GUARANTEE AGAINST DEFECTS. The Contractor(s) shall, in addition to all other guarantees, be responsible for faulty labor and defective material within a period of one (1) year after the date of acceptance of labor and material by the City. Under this guarantee, the Contractor agrees to make good without delay, at its own expense, any failure of any part of the work after the City notifies the Contractor of such deficiencies in writing payment in full for the work does not constitute a waiver of guarantee.

4. CLEAN-UP. All unusable materials and debris shall be removed from the site at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Contractor(s) shall thoroughly clean up all areas, as mutually agreed with the City, where work was performed.

5. PERMIT COSTS. The City will only reimburse the Contractor(s) for the cost of the permits. Proof of cost is required. The City will only reimburse for initial review and one resubmission. Costs associated with additional re-submissions will not be reimbursed. Contractor(s) shall not include permit fees on Cost Proposal. Permit costs will be charged to the City separately from the unit cost. All licenses required by municipality, governmental agency, or political subdivision shall be obtained by and paid for by the Contractor(s). Damages, penalties and/or fines imposed on the City or the Contractor(s) for failure to obtain required licenses or permits shall be borne by the Contractor(s).

6. BACKGROUND CHECKS/CONTRACTOR'S PERSONNEL. The Contractor(s) shall conduct a full criminal background check at its own expense on each of its employees engaged in providing services under this ITB or any resulting Agreement prior to the commencement of said services. No Contractor employee shall be eligible to perform services, pursuant to this ITB or resulting Agreement if he or she: (1) has been convicted of or was placed in a pre-trial diversion program for any crime involving dishonesty or breach of trust; embezzlement; drug trafficking; forgery; burglary; robbery; theft; perjury; possession of stolen property; identity theft; fraud; money laundering; shoplifting; larceny; falsification of documents and/or (2) has been convicted of any sex, weapons, or violent crime including but not limited to homicide; attempted homicide; rape; child molestation; extortion; terrorism or terrorist threats; kidnapping; assault; battery; and illegal weapon possession, sale or use. The Contractor(s) shall defend, indemnify and hold the City, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of its failure to comply with this requirement.

Contractor(s) shall employ personnel competent to perform the work specified herein. The City reserves the right to request the removal of the Contractor's employee's from performing maintenance on the City's grounds where the employee's performance or actions are obviously detrimental to the program. Contractor's personnel must wear photo identification at all times.

7. SAFETY MEASURES. Awarded Contractor (s) shall take all precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor(s) shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standards practices, to protect workers, general public and existing structures from injury or damage.

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