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CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(FURNISH AND INSTALL TREES - ITQ #01-15-16)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into this _____ day of 2/11/2016, 2016, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Country Bill's Lawn Maintenance, Inc.**, a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 13363 NE 16th Avenue, North Miami, FL 33161 ("Contractor "). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, in December 16, 2015, the City of North Miami ("City") advertised ***Invitation to Quote – Furnish and Install Trees ITQ No. 01-15-16***, as amended ("ITQ"), seeking competitive quotations from qualified licensed contractors to furnish all labor, materials, equipment, tools, machinery, supervision, expertise and services required for the provision and installation of approximately One Hundred Twenty (120) trees at locations designated by the Interim City Manager or his designee (collectively referred hereto as "Services"); and

WHEREAS, in response to the ITQ, Contractor submitted its quotation and was competitively selected by City administration as the lowest respondent in the procurement of Services; and

WHEREAS, Contractor manifested the capability and willingness of providing Services to the City in the amount not to exceed Thirty Seven Thousand Eight Hundred ($37,800.00) for a term of thirty (30) days from the City's issuance of the Notice to Proceed, in accordance with the conditions and specifications contained in the ITQ, as amended; and

WHEREAS, on January 26, 2016, the Mayor and City Council passed and adopted Resolution No. 2016-R-12, approving the selection of Contractor for the provision of Services, and thereby authorized the Interim City Manager to execute this Agreement for the provision of Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made a part of this Agreement (collectively referred to as the "Contract Documents"):

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2.1.1 City's ***Invitation to Quote No. 01-15-16 Furnish and Install Trees***, attached hereto as Exhibit "A";

2.1.2 Contractor's response to the ITQ, attached hereto by reference;

2.1.3 Resolution No. 2016-R-12, passed and adopted by the Mayor and City Council on January 26, 2016, approving the selection of Contractor for the provision of Services and authorizing the execution of this Agreement, attached hereto as Exhibit "B";

2.1.4 City's ***Solicitation Basic Terms & Conditions***, attached hereto as Exhibit "C";

2.1.5 City's tabulation of responding firms to the ITQ, attached hereto as Exhibit "E"; and

2.1.6 Any additional documents which are required to be submitted by Contractor under this Agreement.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the Interim City Manager or Interim City Manager's designee.
2.2.2 This Agreement.
2.2.3 The Solicitation Basic Terms & Conditions.
2.2.4 The ITQ.

2.3 The Parties agree that Contractor is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the ITQ prior to Contractor submitting its response or the right to clarify same shall be waived.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 Subject to authorized adjustments, the Time for Performance shall not exceed a period of thirty (30) days from the City's issuance of a Notice to Proceed, unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by the Contractor and the acceptance of Services by the City.

3.2 Minor adjustments to the Time for Performance which are approved in writing by the City in advance, shall not constitute non-performance by Contractor. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

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3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Contractor shall be paid the amount not to exceed Thirty Seven Thousand Eight Hundred Dollars ($37,800.00) as full compensation for Services, pursuant to the requirements of the Contract Documents.

4.2 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon five (5) days written notice to Contractor.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Contractor agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in under this Agreement and the Solicitation Basic Terms & Conditions. Contractor shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a Party to this Agreement.

5.3 Contractor agrees and understands that: (i) any and all subcontractor s used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractor s for any of the work related to this Agreement shall be borne solely by Contractor. Any work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and subcontractor which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents.

5.4 Contractor warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

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5.5 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

ARTICLE 6 - CITY'S TERMINATION RIGHTS

6.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Contractor shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Contractor fails to comply with any provision of this Agreement, the City may declare the Contractor in default by written notification. The City shall have the right to terminate this Agreement if the Contractor fails to cure the default within seven (7) days after receiving notice of default from the City. If the Contractor fails to cure the default, the Contractor will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Contractor shall return such sums due to the City within ten (7) days after notice that such sums are due. The Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - INDEMNIFICATION

9.1 Contractor agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Contractor , its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, to the extent caused by Contractor 's negligence within the scope of this Agreement, including all costs, reasonable attorney's fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

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9.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 10 - INSURANCE

10.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Contractor under this Agreement. Contractor shall not commence work under this Agreement until after Contractor has obtained all of the minimum insurance described in the Solicitation Basic Terms & Conditions, with the policies of such insurance (detailing the provisions of coverage) have been received and approved by the City. Contractor shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Contractor shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

10.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

11.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2015).

11.2 The Contractor shall additionally comply with Section 119.0701, Florida Statutes (2015), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2015), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

11.3 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the

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Contractor pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Contractor for any other purposes whatsoever without the written consent of the City.
11.4 In the event the Agreement is terminated, Contractor agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 12 - NOTICES

12.1 All notices, demands, correspondence and other communications between the Parties shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

For Contractor: Country Bill's Lawn Maintenance, Inc.
Attn: John Allred
13363 NE 16th Avenue
North Miami, FL 33161

For the City: City of North Miami
Attn: Interim City Manager
776 N.E.125th Street
North Miami, Florida 33161

With copy to: City of North Miami
Attn: City Attorney
776 N.E.125th Street
North Miami, Florida 33161

12.2 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.

12.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice

ARTICLE 13 - CONFLICT OF INTEREST

13.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

13.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

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ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

14.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

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14.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in the Solicitation Basic Terms & Conditions, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

DocuSigned by:

By: Sandi Allred
FE79C41EAB5D458...

Print Name: Sandi Allred

Date: 2/11/2016

Country Bill's Lawn Maintenance, Inc., a Florida for-profit corporation,
"**Contractor**":

DocuSigned by:

By: John Allred
15B491D99BAD46F...

Print Name: John Allred

Date: 2/9/2016

ATTEST:

DocuSigned by:

By: 2C7010872EE8414...
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation,
"**City**":

DocuSigned by:

By: Arthur H. Sorey
FDAE1897923F40D...
Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

By: Roland C. Galdos
F2F9116943844E7...
Roland C. Galdos, Esq.
Interim City Attorney

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Exhibit "A"

INVITATION TO QUOTE

FURNISH AND INSTALL TREES

ITQ NO.: 01-15-16

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
DECEMBER 30, 2015 NO LATER THAN 12:00 PM (LOCAL TIME)
RESPONSE SUBMISSION DATE AND TIME
JANUARY 7, 2016 NO LATER THAN 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
PURCHASING DEPARTMENT
CITY HALL, 3RD FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

OR VIA E-MAIL AT:

PURCHASING@NORTHMIAMIFL.GOV

The responsibility for submitting a response to this Solicitation at the Purchasing Department on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No.:01-15-16**

Contact Person: Heylicken Espinoza, Buyer
Email: Purchasing@northmiamifl.gov

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All our contract forms are fill-in able and can be found on our website at:

http://www.northmiamifl.gov/departments/purchasing/forms.aspx

A-1 Sworn Statement Under Section 287.133(3)(a), Florida Status, on Public Entity Crime

A-2 Non-Collusive Proposal Certificate

A-3 Local Preference

A-5 Addendum to Bid Documents

A-6 Disclosure of Subcontractors and Suppliers

A-7 General Insurance Requirements

Attachment A – Downtown Planting Sites

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SECTION 1.0
INSTRUCTIONS TO RESPONDENTS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "Contract" means a binding written agreement for the solicited Work and/or Services required by the City, including purchase orders, containing terms and obligations governing the relationship between the City and the Contractor.

c) "Contractor" means the Bidder or Proposer or Respondent that receives an award of Contract or agreement from the City as a result of this Solicitation.

d) "Bid" or "Response" means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.

e) "Bidder" or "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.

f) "Project" is the total sum of all Work and Services (as defined herein) to be performed under Contract.

g) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor or consultant.

h) "Solicitation" means this Invitation to Quote (ITQ) document, and all associated addenda and attachments.

i) "Subcontractors" or "Sub-consultant" to mean any person, Respondent, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and material, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.

j) "Work" or "Services" are drawings, diagrams, schedules and other data specially prepared by the Contractor or a Subcontractor, including the construction services required for the Project solicited, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill their obligations to the City.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60,000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest city of Miami-Dade County, North Miami is committed to growth in its business community,

while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, (Form "A-1") attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Response package, is altered in any manner or is not fully completed, the Respondent may be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMANATORY RESPONDENT LIST

Any Respondent, or any of its suppliers, Subcontractors, or Consultants who shall perform work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any

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evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Bid submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Director of Procurement may temporarily or permanently suspend Contractors from doing business with the city whenever a Contractor materially breaches its Contract with the City. Any Bid submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be confirmed in writing through electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this ITQ and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the city.

1.12 PROTEST

If a potential Respondent protests any provisions of the Solicitation documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Bids. A written protest is considered filed when received by the City Clerk.

Any Respondent who files a formal written protest pursuant to Section 7-158, City Code, shall post with the city at the time of filing the formal written protest with the city at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the Bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Respondent's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the city determines to be fair, competitive and reasonable.

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1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted to the Purchasing Department by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City will not accept responses delivered after the established deadline._If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personnel other than the Purchasing Department will not constitute "delivery" as required by this Solicitation. The City will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a Bid to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Bid by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City reserves the right to reject any and all Bids for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Bid is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Bid contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 REVIEW OF RESPONSE FOR RESPONSIVENESS

Each Response will be reviewed to determine if the Bid is responsive to the submission requirements outlined in the Solicitation. A responsive Bid is one which follows the requirements of the ITQ, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Bid being deemed non-responsive.

1.22 CITY COUNCIL REVIEW

The Purchasing Director may report the result of this ITQ to the City Council for final approval in accordance with the City's Procurement Ordinance. The City reserves the right to reject all Bids.

1.23 THE CITY OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Bid will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

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1.24 CONTRACT AWARD

The City anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.25 RESPONSE SUBMITTAL/ADDENDUMS

All Bids submitted shall include the completed Bid Form and all required product information and any other items as indicated on the Bid Form. Bids will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Bid, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Department.

1.26 NON-RESPONSIVE RESPONSES

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Bids include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Bid for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Responses will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.27 CONE OF SILENCE

This Solicitation is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each solicitation after the advertisement of said solicitation. At the time of imposition of the cone of silence, the director of the purchasing department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the city clerk, with the copy thereof to each city council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular solicitation shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-solicitation conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable Bid documents. A copy of all written communications must be filed with the City Clerk.

1.28 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all suppliers who will supply materials for the Contract Work direct to the selected Respondent. Failure to comply with this requirement may render the Response non-responsive. In addition, the selected Respondent shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City **(See "Form A-6").**

1.29 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Bid; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Bid. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this quote.

1.30 EXCEPTION TO THE SOLICITATION

Respondents may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Bid will be rejected as non-responsive. All exceptions

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taken must indicate clearly what alternative is being offered to allow the City a meaningful opportunity to evaluate and rank Responses, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. The City, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this ITQ. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent will accept all terms and conditions.

1.31 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Responses will be available for public inspection after opening of Bids, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.32 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL RESPONDENTS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall affirm in writing its compliance with either of the following objective criteria as of the Bid or Proposal or Response submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to Bid or Proposal or Response submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the city prior to the city's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.33 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.34 MODIFICATIONS OF RESPONSE

No unsolicited modifications to Responses will be permitted after the date and hour of the Bid opening.

1.35 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.36 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Responses are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.37 LATE SUBMISSIONS

The City will not accept Bids received after opening time and encourages early submittal.

1.38 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.39 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with contractors or Respondents providing professional Services on Work assigned to the Contractor, except as fully disclosed and approved by the City. Contractor shall further be aware that if awarded, in the performance of this Solicitation no

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person having such conflicting interest shall be employed.

1.40 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all repair Work required during the construction or installation phase, irrespective of the cause, shall be deemed the responsibility of the Contractor at no additional cost to the City.

Finally, the Contractor accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into the Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into the Agreement with Contractor.

1.41 CONTRACTOR RELIANCE ON BUILDING DEPARTMENT

It is understood and agreed by the Contractor that the North Miami Building Department and its inspectors are professionals who are dedicated to providing efficient and courteous service to all residents, professionals, contractors and the public at large through plans processing, inspections and building maintenance, which ensures the protection of the citizens and enhances the quality of life within the City. For the purposes of this Project, the Building Department is not a surrogate of the City. All decisions by the Building Department as to whether some aspect of the Project is or is not in compliance with the Florida Building Code, Florida Fire Prevention Code and/or any other applicable codes, regulations, laws and ordinances are independent of and not deemed to be an act or a decision by the City. The Contractor agrees that it shall be the responsibility of the Contractor to ensure compliance with all applicable codes, regulations, law and ordinances. The Contractor warrants and accepts that any and all Work necessitated by inspections which is not prescribed in the Plans or Specifications, but necessitated to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures and/or considered inside the contemplation of the Contract Documents shall be deemed the responsibility of the Contractor at no additional cost to the City.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, Services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, Services or equipment necessitated by the inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION

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SECTION 2.0
SPECIAL CONDITIONS

1. PURPOSE

Quotations are hereby requested on a fixed basis for the furnishing of all labor, equipment, materials, and expertise as required for an experienced Contractor to furnish and install trees at various locations in the City of North Miami in accordance with the specifications as set forth in this quotation request.

Terms & Conditions:
Attached Terms and Conditions, Section 1, apply to this solicitation.

Quotations must be received in the Purchasing Department by the time and date requested on the Cover page of this document.

Prices shall be quoted F.O.B. Destination, freight included and shall be inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the price quoted.

For All Commodity Contracts (Fixed):
Vendor represents that its business is regularly engaged in and routinely sells the product(s) offered within this quotation request. **YES** ☐ **NO** ☐

Vendor affirms that it is an authorized dealer/seller of the product(s) offered herein on or before the opening date, and warranty offered is the manufacturer's warranty with the City of North Miami recorded as the original purchaser. **YES** ☐ **NO** ☐

The City of North Miami reserves the right to request proof thereof prior to award.

For All Contracts:
Quotation responses shall be on this form and must be signed or they may be declared non-responsive.

If a specific basis for award is not established in this quotation request, the award shall be to the responsible Vendor with the lowest responsive bid meeting the written specifications.

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Addenda to Quotation Requests:
Quotation Requests may require Addenda be issued to them. An Addendum in some way modifies information from the original quotation request, i.e., to announce changes in the quote opening date, specifications, terms, conditions, or modifications to the bid sheet. In addition, some addenda are mandatory (i.e. MUST be acknowledged and returned with your quotation prior to the opening). Anyone quoting or contemplating quoting should check the Purchasing Department's website for posted addenda if you did not receive the initial quotation request by e-mail. All vendors shall be responsible for monitoring this website for posted addenda.

Award Options:
As the best interest of the City may require, the right is reserved to make award(s) by individual commodities, group of commodities, all or none or any combination thereof.

Local Business Tax Receipt Requirements:
All vendors maintaining a business address within the City of North Miami must have and provide a copy of a current Local Business Tax Receipt prior to award. The Contractor should provide a copy of their Local Business Tax Receipt **within three (3) business days** upon the request of the Purchasing Department. Failure to do so may result in your quote being deemed non-responsive.

Contacts:
For information regarding specifications, bidding procedures, terms and conditions, contact the Purchasing Department at 305-895-9886 or by email at Purchasing@northmiamifl.gov .

Insurance Requirements:
Insurance Requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages per the attached sample, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the certificate are still required.

If available, vendor should submit Certificate of Insurance (COI) with their Quotation. The vendor recommended for award should submit satisfactory COI no later than **5** business days of request or their Quotation may be rejected. **Prior to submission, vendor should ensure that all insurance requirements conform to attached sample.**

2. TERM OF CONTRACT: UPON COMPLETION

Services shall commence upon the issuance of an award letter or Purchase Order and shall remain in effect until such time as the Project acquired in conjunction with this Solicitation, has been completed and accepted by the City's authorized representative and upon completion of the expressed and/or implied warranty periods.

The Contractor shall provide a Work schedule indicating time for completion from receipt of the NTP. The Work schedule will be reviewed, and if accepted by the City it

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will be included as the term of Contract. Contractor shall be required to adhere to the approved Work schedule, unless otherwise authorized by the City in writing.

3. OPTION TO RENEW

Intentionally Omitted

4. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT:

If the Bidder is awarded a contract under this Bid solicitation, the prices quoted by the Bidder on the Bid form shall remain fixed and firm during the term of this contract. However, the Contractor may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

5. METHOD OF AWARD

Award of this Solicitation may be made to the lowest responsive, responsible Respondent whose Bid, qualifications and references demonstrates to be the most advantageous to the City. Low Bid will be determined by response given on the Price Solicitation Form or awards may be issued based on the lowest Bid per Service and/or Product. City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to make the award in a manner deemed in the best interest of City.

6. LOCAL PREFERENCE:

In accordance with the City of North Miami Code of Ordinances Sec. 7-165, regarding preference to local businesses, a preference of ten percent (10%) of the total evaluation point or ten percent (10%) of the total bid price shall be given to a local business.

7. TIE BIDS:

In accordance with the City of North Miami Code of Ordinances Sec. 7-162, regarding identical tie Bids, preference will be given to local vendors. If none of the vendors are local, a public drawing of lots will be held.

8. MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that it, or its Sub-Contractor(s) have sufficient capacity, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.8.1 Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.

2.8.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission.

2.8.3 References at a minimum, Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references

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should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.

9. INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

2.9.1 COMMERCIAL GENERAL LIABILITY

$1,000,000 for each occurrence/general aggregate, to include personal advertising injury and products/completed operations to be maintained up to three (3) years after the completion of project.

2.9.2 PROFESSIONSAL LIABILITY (ERRORS AND OMISSIONS)

1. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
2. Claims made policy must have an extended coverage reporting period of three years past the coverage completion
3. For Deductible program or Self Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.

2.9.3 COMMERCIAL AUTOMOBILE LIABILITY

$1,000,000 combined single limited bodily injury and property damage covering all autos including owned, scheduled, hired and non-owned.

2.9.4 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $500,000 per accident for bodily injury or disease.

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Liability insurance shall name the City of North Miami as an additional insured. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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 an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

10. FAILURE TO PERFORM

If in the opinion of the City's representative, the Contractor refuses to begin Work, improperly performs said Work, or neglects or refuses to take out or rebuild such Work, as shall have been rejected or as being defective or unsuitable, then City's representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's representative shall be of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time then City's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and stop said Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Bids and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Contractor under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Contractor.

11. METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for

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payment until such time as a City representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

2.11.1 CONTRACTOR INFORMATION:

- The name of the business organization as specified on the Contract between City and Contractor
- Date of invoice
- Invoice number
- Contractor's Federal Identification Number on file with the State

2.11.2 CITY INFORMATION:

- City Purchase Order Number

2.11.3 PRICING INFORMATION:

- Unit price of the goods, Services or property provided
- Extended total price of the goods, Services or property
- Applicable discounts

2.11.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.11.5 DELIVERY INFORMATION:

- Delivery terms set forth within the City Purchase Order
- Location and date of delivery of goods, Services or property

2.11.6 FAILURE TO COMPLY:

- Failure to submit invoices in the prescribed manner will delay payment.

Payment will not be made more than once a month unless approved by the Community Planning and Development Department. Compensation may be made to the Bidder of up to ninety percent (90%) for the work completed in each payment requested submitted. Retainage will be kept until final completion and acceptance of project.

The City will pay the contract price minus any liquidated damages, back charges and/or other damages to the Bidder upon final completion and acceptance.

Bidder must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, and install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the work complete and to leave the area in first class condition as stated on the Bid Form.

12. FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

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All work that requires the use of public streets shall be done in accordance with F.D.O.T. Roadway and Traffic design Standards, M.U.T.C.D. and be in compliance with F.D.O.T. Flagger Regulations.

13. COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

14. ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under Contract shall conform to all relevant OSHA, State and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible Respondent. Barricades shall be provided by the Respondent when work is performed in areas traversed by persons, or when deemed necessary by the City Project Manager.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services.

15. STORAGE OF MATERIALS:

Bidder must provide for own storage of material and equipment. All material and or equipment shall be removed at the end of each work day unless prior written approval is obtained for storage on Public facilities by the Public Works Department.

16. LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Bid the Respondent shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Project Manager.

17. HOURS OF WORK:

No work shall be done on Saturday or Sunday or any day between the hours of 5:00 p.m. and 8:00 a.m., unless permission, in writing, is obtained from the Director of the Public Works Department or his representative.

18. CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the

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Contractor shall thoroughly clean up all areas where Work was done as mutually agree with the Project manager.

19. MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The Respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Respondent in conjunction with this Bid and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications:

2.19.1 The materials may be returned to the Respondent at the Respondent's expense and the Contract cancelled or

2.19.2 The City may require the Respondent to replace the materials at the Respondent's expense.

20. WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

2.20.1 TYPE OF WARRANTY COVERAGE REQUIRED

The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2.20.2 CORRECTING DEFECTS COVERED UNDER WARRANTY

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may;

(a) Place the Contractor in default of its Contract, and/or

(b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

21. GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City with 45 calendar days to correct deficiencies. The Contractor shall promptly correct these deficiencies, without cost to the City, within forty five (45) calendar days after the City notifies the Contractor of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

Bidder shall provide a Special Warranty in letter or certification form addressed to the

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City of North Miami, guaranteeing that the trees will be maintained in healthy, vigorous, water conditioned for one (1) year after completion of all initial planting. Any trees that die are to be replaced immediately and guaranteed for an additional year. The Bidder at the discretion of the City shall replace any trees not in healthy, vigorous growing conditions after one (1) year. The terms of the warranty shall extend to cover all replacement materials.

The size, quality and grade of replacements, shall be the same as the current size of surviving trees and of the same species, and the same quality of the trees originally specified.

The Contractor will also be required to provide sufficient watering, weeding, and trimming as necessary to maintain the trees in a healthy vigorous growing condition for one (1) year.

The contractor shall submit the signed Special Warranty along with the billing invoice. A 10% withholding fee shall be implemented and shall be redeemable upon satisfactory completion of this agreement.

22. DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The Respondent shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the Respondent by the City's project administrator, who may confirm all such verbal reports in writing. The Respondent shall bear all costs of correcting such rejected work. If the Respondent fails to correct the work within the period specified, the City may, at its discretion, notify the Respondent, in writing, that the Respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the Respondent fails to correct the work within the period specified in the notice, the City shall place the Respondent in default.

23. PROTECTION:

All work in fulfillment of this project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of North Miami prior to the final acceptance of the work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, and trees.

Contractor shall notify the Public Works Department in writing of the site having pre-existing damage of sidewalks, cubs, façade, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the contractor to make repairs per above paragraph.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devises, signage,

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barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

24. ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Contractor expense, to the Contractor. At the City's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

25. NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from City Project Manager or an authorized City representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Bid and resultant Contract.

26. CHANGE ORDERS:

After execution of written contract, Bidder agrees if any change orders are necessary, price will not exceed actual costs plus five percent (5%) overhead and five percent (5%) profit.

27. OMISSION FROM THE SPECIFICATIONS

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

28. WAIVER OF IRREGULARITIES

The City may waive minor informalities or irregularities in Bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on the City's interest and will not affect the price of the Bids by giving a Respondent an advantage or benefit not enjoyed by other Respondents.

29. CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Purchasing Agent, Linda Julien via email at Ljulien@northmiamifl.gov or

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Purchasing@northmiamifl.gov. Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

END OF SECTION

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SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION/SCOPE OF WORK

The City has issued this Solicitation to secure a vendor and establish a contract to furnish, labor, equipment, and materials as required for the purchase and installation of trees at various locations throughout the City.

The City desires to purchase and install approximately one hundred twenty (120), 25-30 gallon, 10-12' OAH trees at various locations in the City.

3.2 TYPES OF TREES

The following types of trees will be installed:

- 70 Pigeon Plums (Coccoloba Diversifolia)
- 40 Pink Trumpet trees (Tabebuia Heterophylla)
- 1 Jacaranda (Jacaranda Mimosifolia)
- 6 Live Oaks (Quercus Virginiana)
- 3 Silver Buttonwoods (Conocarpus Erectus)

3.2 SIZE OF TREES

25-30 Gallon, 10-12' OAH at time of planting

3.4 LOCATIONS

See Attachment A of this solicitation for map of proposed locations for tree placement.

3.5 DEBRIS REMOVAL

Contractor will remove debris, waste materials and unsuitable or excess topsoil to appropriate off site locations for disposal. The Project Supervisor may allow the contractor to utilize an off-site location within the City to dispose of unsuitable material, however, no asphalt will be allowed at this location. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A $100 fine will be assessed for each violation.

It will be the Contractor's responsibility to remove all cut limbs and other debris from the work site daily, leaving the general area in a clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in a legal manner and not left on the ground or for disposal by city forces.

3.6 ADJUSTMENTS

The Contractor shall be responsible for washouts or mishaps to the work caused by their workmanship or natural causes and shall again excavate or reshape as required. Any damage that may result during this excavation/construction process will be the responsibility of the contractor to restore to the original condition or better.

3.7 UTILITIES

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The Contractor is responsible for obtaining utility locations prior to excavating. It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

3.8 INSTALLATION

The contractor is responsible for obtaining utility locations prior to excavating. The contractor will install trees in locations marked by the Parks and Recreation Department. Trees will be set level with their original grade. Trees shall not be plugged and set as indicated on-site. Trees shall be thoroughly watered to eliminate all air pockets. A 6 inch high rim of dirt shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period. (See attachment B for staking detail).

3.19 MATERIALS

Trees shall be free of scars, lesions, un-uniformed rings, receding trunk around root initiation zone, penciling, etc. All Plant material shall be Florida #1 or better.

Soil: Backfill planting holes after tree is set with a soil mix consisting of a homogenous mixture of 40% sand, 25% Canadian peat moss, 20% sterilized muck, 15% pine bark, **mixed with 50% of soil from the excavated hole.**

All areas need to be free of all debris and rocks and mulched with Cypress mulch to a depth of 3".

3.10 POST MAINTENANCE

The Contractor is responsible for all maintenance of the trees during the guarantee period of one year. This includes but is not limited to: weeding, re-staking and trimming (if required), water retention saucer repair, watering, etc.

END OF SECTION

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SECTION 4.0

FORMS

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NORTH MIAMI
FLORIDA

COVER PAGE & CONTACT PERSON INFORMATION

Furnish and Install Trees
ITQ No. 01-15-16

Include this sheet as the very first page of your response. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Business/Respondent(s): _____

Doing Business As (DBA) *If applicable*: _____

Federal Employee Identification Number (FEIN) (If none, Respondent Social Security Number): _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Persons Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

Fax Number: _____

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NORTH MIAMI
FLORIDA

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Bid and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

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NORTH MIAMI
FLORIDA

MINIMUM REQUIREMENTS

Furnish and Install Trees
ITQ No. 01-15-16

#	Description	Check List
1.)	The Respondent shall be licensed to do business in the State of Florida.	**Attach Copy of Active Sunbiz.org Registration** ☐
2.)	Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Bid submission. The Respondent shall submit copies of relevant licenses.	**Attach Copy of Active License(s)** ☐
3.)	References, at a minimum Respondent must provide at least three (3) references of clients to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years.	**Attach Copy of City Contract Form A-14** ☐

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NORTH MIAMI
FLORIDA

FURNISH AND INSTALL TREES
ITQ No. 01-15-16

BID SUBMITTAL

DELIVER TO:

City of North Miami
Purchasing Department
776 N.E. 125th Street
North Miami, FL 33161

DUE DATE:

January 7, 2016
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other Contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the Purchasing Department at the address shown above until the above stated time and date.

FURNISH AND INSTALL TREES
ITQ No. 01-15-16

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

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NORTH MIAMI
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PRICE PROPOSAL FORM

	Items – Purchase and Install	Quantity	Unit Price	Extended Price
1	Pigeon Plums (Coccoloba Diversifolia)	70	$	$
2	Pink Trumpet trees (Tabebuia Heterophylla)	40	$	$
3	Jacaranda (Jacaranda Mimosifolia)	1	$	$
4	Live Oaks (Quercus Virginiana)	6	$	$
5	Silver Buttonwoods (Conocarpus Erectus)	3	$	$
			Grand Total:	$

Total Completion Time for Project: _____ Calendar Days.

Completion Time of Project is no more than 30 calendar days.

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.
- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

_____
Company Name

_____ _____
Offeror Signature Date:

_____ _____
Name: (Please Print) Title:

User Department: Community Planning & Development

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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NORTH MIAMI
FLORIDA

CITY CONTRACT FORM CHECKLIST

Furnish and Install Trees
ITQ No. 01-15-16

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Minimum Requirements	
	Price Solicitation Form	
	Response Submittal Checklist	
Tab/Page No.	**Section Two (2) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non- Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda *(if applicable)*	
	A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*	
	A-7 Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____

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NORTH MIAMI
FLORIDA

ADDENDUM NO. 1

JANUARY 6, 2016

Solicitation Title: Furnish & Install Trees

Solicitation No.: ITQ No. 01-15-16 Opening Date: Tuesday, January 12, 2016 by 3:00PM

Attention all potential bidders:

☒ Should Addendum: Information included in this Addendum is for clarification purposes. This Addendum SHOULD be acknowledged by checking the box indicated on the City Contract Form, A-5 Acknowledgement of Addendum(s).and returned with your solicitation submittal.

To all prospective bidders, please note the following changes and clarifications:

1. The deadline for submittal of quotes for this Solicitation has been changed to Tuesday, January 12, 2016 by no later than 3:00PM to the City of North Miami Purchasing Department.

2. Quotes must be submitted either in person or via e-mail to purchasing@northmiamifl.gov, by no later than the time stipulated above.

3. **Please be advised that additional scope of work will be posted via a Second Addendum by no later than 5:00PM, Friday, January 8, 2016.**

All other terms, conditions and specifications remain unchanged for this solicitation.

End of Addendum

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NORTH MIAMI
FLORIDA

ADDENDUM NO. 2

JANUARY 8, 2016

Solicitation Title: **Furnish and Install Trees**

Solicitation No.: ITQ No. 01-15-16 Opening Date: Tuesday, January 12, 2016 by 3:00PM

Attention all potential bidders:

☒ MUST Addendum: Read carefully and follow all instructions. Information included in this Addendum will have a material impact on the submittal for this Solicitation. All "MUST" addenda are considered a matter of responsiveness. "MUST" addenda must be returned with your Bid submittal or acknowledged on Form "A-5" attached to this Addendum. Failure of a Submitter to acknowledge the addenda shall be cause for rejection of the bid.

To all prospective bidders, please note the following changes and clarifications:

1. Section 3.1, Introduction/Scope of Work, is revised to the following language:

   The City has issued this Solicitation to secure a vendor and establish a contract to furnish labor, equipment, and materials as required for the purchase and installation of **one hundred and twenty (120)** trees ~~at various locations throughout the City~~ **in neighborhood swales in the Central Area of the City (See Attachment 1).**

   ~~The City desires to purchase and install approximately one hundred twenty (12), 25-30 gallon, 10-12' OAH trees at various locations throughout the City.~~

2. Section 3.2, Types of Trees, is replaced with the following language:

   The following types of trees will be installed:
   - 33 Pigeon Plums (Coccoloba Diversifolia)
   - 64 Live Oaks (Quercus Virginiana)
   - 10 Satin Leaf (Conocarpus Erectus)
   - 5 Bald Cypress (Taxodium Spp.)
   - 7 Pink Tab (Tabebuia Heterophylla)
   - 1 Jacaranda (Jacaranda Mimosifolia)

3. Section 3.3, Size of Trees, is revised to the following language:

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- **Each tree shall be a minimum of 25-30 Gallon, 10-12' OAH at time of planting, and 1.5" diameter caliper minimum.**

4. Section 3.9, Materials, is revised to include the following language:

   Contractor must water plants for a year, add a 3" to 4" layer of mulch, and provide staking and bracing.

5. Attachment A – "Downtown Planting Sites" is replaced with **Attachment 1** of this Addendum.

6. Bid Submittal and Price Proposal Form on pages 26-27 of the original Solicitation should be replaced with the revised Bid Submittal and Price Proposal Forms attached to this Addendum (**see Attachment 2**).

All other terms, conditions and specifications remain unchanged for this Solicitation.

End of Addendum

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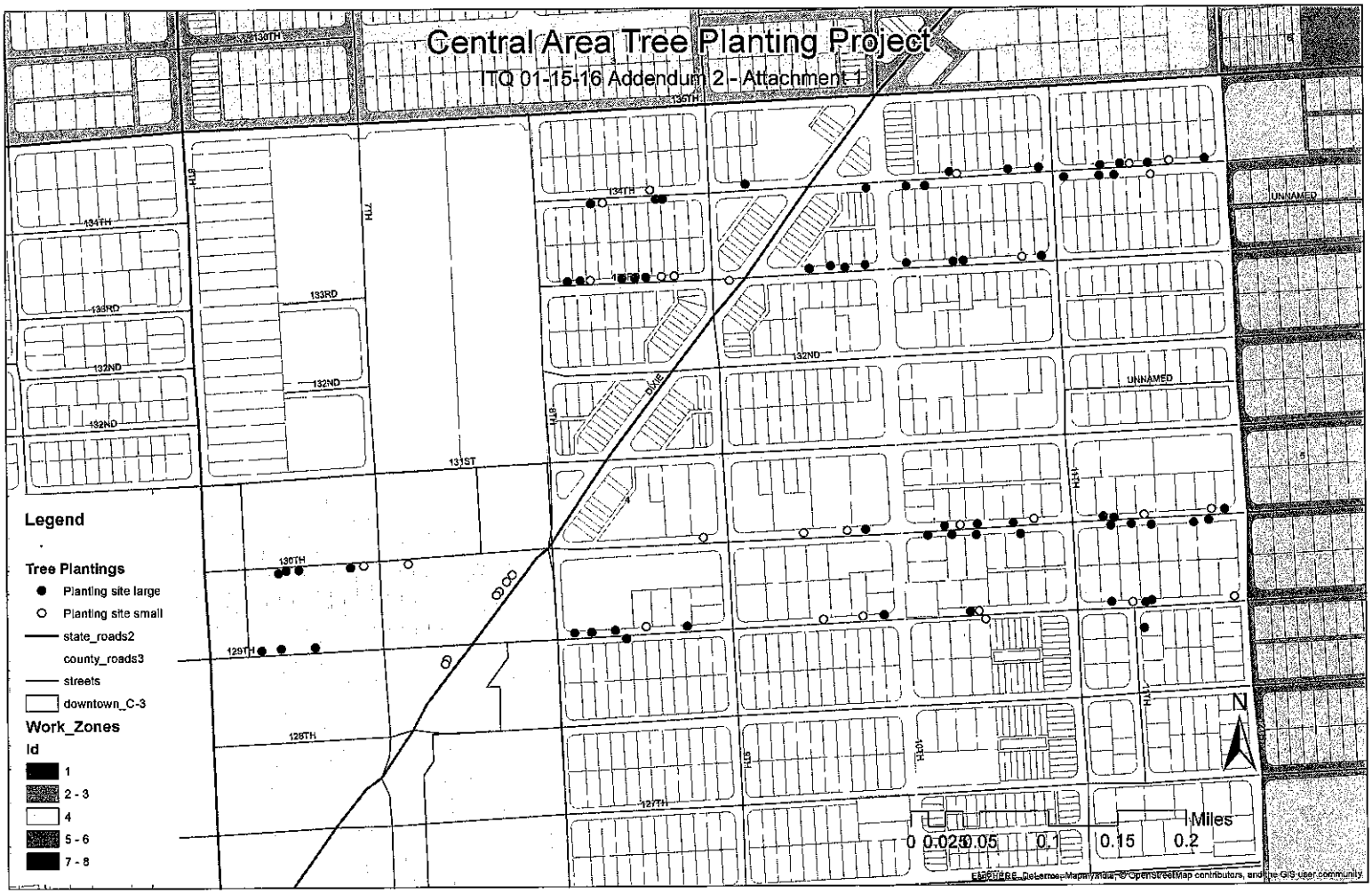

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NORTH MIAMI
FLORIDA

FURNISH AND INSTALL TREES
ITQ NO. 01-15-16
ATTACHMENT 2

BID SUBMITTAL

DELIVER TO:

City of North Miami
Purchasing Department
776 N.E. 125th Street
North Miami, FL 33161

DUE DATE:

January 12, 2016
3:00 P.M.

Responses are subject to the Terms and Conditions of this Solicitation and the accompanying Bid Submittal. Such other Contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the Purchasing Department, either in person or via e-mail, at the address shown above by no later than the stipulated time and date.

FURNISH AND INSTALL TREES
ITQ NO. 01-15-16

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

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NORTH MIAMI
FLORIDA

ATTACHMENT 2
PRICE PROPOSAL FORM

Type of Trees	Quantity	Unit Price (Per Tree)	*Cost of Installation (Per Tree)	Total Price
Pigeon Plums (Coccoloba Diversifolia)	33	$	$	$
Live Oaks (Quercus Virginiana)	64	$	$	$
Satin Leaf (Conocarpus Erectus)	10	$	$	$
Bald cypress (Taxodium Spp.)	5	$	$	$
Pink Tab (Tabebuia Heterophylla)	7	$	$	$
Jacaranda (Jacaranda Mimosifolia)	1	$	$	$
			Grand Total:	$

***Note:** Cost of installation shall include all labor, materials, and equipment required to deliver and install trees in accordance with bid documents.

- Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and twenty (120) days from the deadline for receipt of Response.

- Respondent agrees and understands that this Project **must** be completed by no later than thirty (30) days from issuance of Notice to Proceed.

- Respondent understand and agree to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Company Name

Authorized Company Representative (Print Name) Date:

Signature Title:

User Department: Community Planning & Development

PLEASE SUBMIT PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN

CITY OF NORTH MIAMI, FLORIDA

NOTE: City of North Miami is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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RESOLUTION NO. 2016-R-12

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING THE CITY ADMINISTRATION'S COMPETITIVE SELECTION OF COUNTRY BILL'S LAWN MAINTENANCE, INC., AS THE LOWEST BIDDER TO FURNISH AND DELIVER MATERIALS, EQUIPMENT, TOOLS, MACHINERY, SUPERVISION, EXPERTISE, AND SERVICES REQUIRED FOR THE PROVISION AND INSTALLATION OF APPROXIMATELY ONE HUNDRED TWENTY (120) TREES AT LOCATIONS DESIGNATED BY THE INTERIM CITY MANAGER OR HIS DESIGNEE; AND FURTHER AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT FOR THE STATED SERVICES, IN THE AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS ($37,800.00) FOR A TERM OF THIRTY (30) DAYS FROM THE CITY'S ISSUANCE OF THE NOTICE TO PROCEED, IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS CONTAINED IN THE INVITATION TO QUOTE – FURNISH AND INSTALL TREES ITQ NO. 01-15-16, AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, in December 16, 2015, the City of North Miami ("City") advertised ***Invitation to Quote – Furnish and Install Trees ITQ No. 01-15-16***, as amended ("ITQ"), seeking competitive quotations from qualified licensed contractors to furnish all labor, materials, equipment, tools, machinery, supervision, expertise and services required for the provision and installation of approximately One Hundred Twenty (120) trees at locations designated by the Interim City Manager or his designee (collectively referred hereto as "Services"); and

WHEREAS, in response to the ITQ, Country Bill's Lawn Maintenance, Inc. ("Contractor") submitted its quotation and was competitively selected by City administration as the lowest bidder, with qualifications demonstrating to be the most advantageous to the City in the procurement of Services; and

WHEREAS, the Contractor manifested the capability and willingness of providing Services to the City in the amount not to exceed Thirty-Seven Thousand Eight Hundred Dollars ($37,800.00) for a term of thirty (30) days from the City's issuance of the Notice to Proceed, in accordance with the conditions and specifications contained in the ITQ, as amended; and

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WHEREAS, City administration respectfully requests that the Mayor and City Council approve the selection of Contractor and further authorize an agreement for the completion of Services, in the best interest of the City

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Contractor Selection Approval.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the City Administration's competitive selection of Country Bill's Lawn Maintenance, Inc., as the lowest bidder to furnish and deliver materials, equipment, tools, machinery, supervision, expertise, and services required for the provision and installation of approximately One Hundred Twenty (120) trees at locations designated by the Interim City Manager or his designee.

Section 2. **Authority of Interim City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to negotiate and execute an agreement for the stated services, in the amount not to exceed Thirty Seven Thousand Eight Hundred Dollars ($37,800.00) for a term of thirty (30) days from the City's issuance of the Notice to Proceed, in accordance with the terms, conditions and specifications contained in the ***Invitation to Quote – Furnish and Install Trees ITQ No. 01-15-16***, as amended.

Section 3. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 3 - 2 vote of the Mayor and City Council of the City of North Miami, Florida, this 26th day of January, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

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APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Councilman Keys

Seconded by: Councilman Galvin

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	____ (Yes)	X (No)
Vice Mayor Alix Desulme	____ (Yes)	X (No)
Councilman Scott Galvin	X (Yes)	____ (No)
Councilwoman Carol Keys, Esq.	X (Yes)	____ (No)
Councilman Philippe Bien-Aime	X (Yes)	____ (No)

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Exhibit "C"

ITQ No. 01-15-16 Furnish and Install Trees
Solicitation Basic Terms & Conditions

AWARD AMOUNT

The awarded amount of this contract as is an amount not to exceed $37,800 as approved by City Council on January 26, 2016 (See Exhibit "D").

PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

The prices quoted by the Contractor on the Price Proposal Form shall remain fixed and firm during the term of this contract. However, the Contractor may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

NOTICE TO PROCEED

The Contractor shall neither commence any Work, nor enter a City Work premise, until a written Notice to Proceed (NTP) directing the Contractor to proceed with the Work has been received by the Contractor from the City's Project Manager or authorized Representative provided however, that such notification shall be superseded by any emergency Work that may be required in accordance with the provisions included elsewhere in this Solicitation and resultant Contract.

SCOPE OF WORK

The City has issued this ITQ to secure a vendor and establish a contract to furnish labor, equipment, and materials as required for the purchase and installation of approximately one hundred and twenty (120) trees in neighborhood swales in the Central Area of the City (See Exhibit "B").

TYPES OF TREES

The following types of trees will be installed:

- 33 Pigeon Plums (Coccoloba Diversifolia)
- 64 Live Oaks (Quercus Virginiana)
- 10 Satin Leaf (Conocarpus Erectus)
- 5 Bald Cypress (Taxodium Spp.)
- 7 Pink Tab (Tabebuia Heterophylla)
- 1 Jacaranda (Jacaranda Mimosifolia)

SIZE OF TREES

Each tree shall be a minimum of 25-30 Gallon, 10-12' OAH at time of planting, and 1.5" diameter caliper minimum.

LOCATIONS

See Exhibit "B" for map of proposed locations for tree placement.

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DEBRIS REMOVAL

Contractor will remove debris, waste materials and unsuitable or excess topsoil to appropriate off site locations for disposal. The City's Representative may allow the Contractor to utilize an off-site location within the City to dispose of unsuitable material, however, no asphalt will be allowed at this location. Debris shall not hinder vehicular or pedestrian traffic flow at any time during construction. A $100 fine will be assessed for each violation.

It will be the Contractor's responsibility to remove all cut limbs and other debris from the work site daily, leaving the general area in a clean condition. All limbs and other debris shall be disposed of immediately by the Contractor in a legal manner and not left on the ground or for disposal by city forces.

ADJUSTMENTS

The Contractor shall be responsible for washouts or mishaps to the Work caused by their workmanship or natural causes and shall again excavate or reshape as required. Any damage that may result during this excavation/construction process will be the responsibility of the Contractor to restore to the original condition or better.

UTILITIES

The Contractor is responsible for obtaining utility locations prior to excavating. It will be the Contractor's responsibility to exercise all caution in the vicinity of any utility. The City will not be responsible for any damage done to any utility or private property by the Contractor.

INSTALLATION

The Contractor will install trees in locations marked by the Parks and Recreation Department. Trees will be set level with their original grade. Trees shall not be plugged and set as indicated on-site. Trees shall be thoroughly watered to eliminate all air pockets. A 6 inch high rim of dirt shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period.

MATERIALS

Contractor must water plants for a year, add a 3" to 4" layer of mulch, and provide staking and bracing.

Trees shall be free of scars, lesions, un-uniformed rings, receding trunk around root initiation zone, penciling, etc. All Plant material shall be Florida #1 or better.

Soil: Backfill planting holes after tree is set with a soil mix consisting of a homogenous mixture of 40% sand, 25% Canadian peat moss, 20% sterilized muck, 15% pine bark, mixed with 50% of soil from the excavated hole.

All areas need to be free of all debris and rocks and mulched with Cypress mulch to a depth of 3".

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FAILURE TO PERFORM

If in the opinion of the City's Representative, the Contractor refuses to begin Work in a timely manner, improperly performs said Work or neglects and/or refuses to take out or rebuild such Work, as shall have been rejected as being defective or unsuitable, then City's Representative may notify the Contractor to repair and replace Work immediately or discontinue all Work under Contract.

If at any time the City's Representative is of the opinion that the said Work is being unnecessarily delayed and will not be finished within the prescribed time, then City's Representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately acknowledge said notice and stop any and all Work and cease to have any rights to the possession on the Project site and shall forfeit the Contract.

The City may thereupon look to the next lowest, responsive and responsible respondent to complete the Work or re-advertise for quotes and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Contractor under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Contractor.

METHOD OF PAYMENT: PHASED PAYMENTS FOR WORK COMPLETED

The City shall provide partial payments for Work completed by the Contractor during various phases of the Work assignment. The Contractor shall provide fully documented invoices, which indicate, in addition to the basic information set forth below, the time and materials provided to the City user department(s) that requested the Work through a purchase order. It shall be understood that such invoices shall not be authorized for payment until such time as a City Representative has inspected and approved the completed phase of the Work assignment. The percentage or component of completed Work which corresponds to the acceptable payment schedule shall be as follows:

All invoices shall contain the following basic information:

1. Contractor Information:
    a. The name of the business organization as specified on the Contract between City and Contractor
    b. Date of invoice
    c. Invoice number
    d. Contractor's Federal Identification Number on file with the State

2. City Information:
    a. City Purchase Order Number

3. Pricing Information:
    a. Unit price of the goods, Services or property provided
    b. Extended total price of the goods, Services or property
    c. Applicable discounts

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4. Goods or Services Provided per Contract:
    a. Description
    b. Quantity

5. Delivery Information:
    a. Delivery terms set forth within the City Purchase Order
    b. Location and date of delivery of goods, Services or property

6. Failure to Comply:
    a. Failure to submit invoices in the prescribed manner will delay payment.

Payment will not be made more than once a month unless approved by the Community Planning and Development Department. Compensation may be made to the Contractor of up to ninety percent (90%) for the Work completed in each payment requested submitted. Retainage will be kept until final completion and acceptance of Project.

The City will pay the Contract Price minus any liquidated damages, back charges and/or other damages to the Contractor upon final completion and acceptance.

Contractor must submit a lump sum price inclusive of all labor, parts/supplies, equipment needed to furnish, deliver, erect, and install and connect completely all of the material and appliances described herein and in the drawings, and supply all other incidental material and appliances, tools, transportation, etc., required to make the Work complete and to leave the area in first class condition as stated on the Price Proposal Form.

FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all federal, state and local rules and regulations regarding, and any other laws that would apply to operating a similar type of business.

All Work that requires the use of public streets shall be done in accordance with F.D.O.T. Roadway and Traffic design Standards, M.U.T.C.D. and be in compliance with F.D.O.T. Flagger Regulations.

COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under Contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All Contractors performing Services under this Contract shall conform to all relevant OSHA, State

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and City regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the Contractor. Barricades shall be provided by the Contractor when Work is performed in areas traversed by persons, or when deemed necessary by the City's Representative.

Contractor shall assume full responsibility for any damage to any mangroves, land or areas or to the owner or occupant of any contiguous land, areas, or property resulting from the performance of Services under this Contract.

STORAGE OF MATERIALS:

Contractor must provide for own storage of material and equipment. All material and or equipment shall be removed at the end of each work day unless prior written approval is obtained for storage on public facilities by the Public Works Department.

LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE RESPONDENT

Unless otherwise provided in this Solicitation the respondent shall furnish the following, including but not limited to, all labor, material, equipment, barricading, adequate supervision, and coordination for satisfactory Contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose stated in this Solicitation. All material, workmanship, 100% design, testing and equipment shall be subject to the inspection and approval of the City's Representative.

HOURS OF WORK:

No work shall be done on Saturday or Sunday or any day between the hours of 5:00 p.m. and 8:00 a.m., unless permission, in writing, is obtained from the Director of the Public Works Department or his Representative.

CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the Contractor shall thoroughly clean up all areas where Work was done as mutually agreed with the City's Representative.

MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The respondent hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the respondent in conjunction with this Solicitation and resultant Contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the Contractor are found to be defective or do not conform to specifications:

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1. The materials may be returned to the respondent at the respondent's expense and the Contract cancelled or

2. The City may require the respondent to replace the materials at the respondent's expense.

WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM

1. TYPE OF WARRANTY COVERAGE REQUIRED

   The Contractor shall provide a copy of its written warranty certificates with its initial offer, or upon request from the City. Failure to meet this requirement may result in the offer being deemed non-responsive. The warranty supplied by the Contractor shall remain in force for the full period identified by the Contractor; regardless of whether the Contractor is under Contract with the City at the time of defect. Any payment by the City on behalf of the goods or Services received from the Contractor does not constitute a waiver of these warranty provisions.

2. CORRECTING DEFECTS COVERED UNDER WARRANTY

   The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within 7 calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may;

   (a) Place the Contractor in default of its Contract, and/or

   (b) Procure the products or Services from another source and charge the Contractor for any additional costs that are incurred by the City for this Work or items; either through a credit memorandum or through invoicing.

GUARANTEE AGAINST DEFECTS SHALL BE ONE (1) YEAR

The Contractor shall, in addition to all other guarantees, be responsible for faulty labor and defective material and equipment within a period of one (1) year after date of acceptance of the labor, material and/or equipment by the City. The Contractor shall promptly correct these deficiencies, without cost to the City, within forty five (45) calendar days after the City notifies the Contractor of such deficiencies in writing. Payment in full for the Work does not constitute a waiver of guarantee.

Contractor shall provide a Special Warranty in letter or certification form addressed to the City of North Miami, guaranteeing that the trees will be maintained in healthy, vigorous, water conditioned for one (1) year after completion of all initial planting. Any trees that die are to be replaced immediately and guaranteed for an additional year. The Contractor at the discretion of the City shall replace any trees not in healthy, vigorous growing conditions after one (1) year. The terms of the warranty shall extend to cover all replacement materials.

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The size, quality and grade of replacements, shall be the same as the current size of surviving trees and of the same species, and the same quality of the trees originally specified.

The Contractor will also be required to provide sufficient watering, weeding, and trimming as necessary to maintain the trees in a healthy vigorous growing condition for one (1) year.

The Contractor shall submit the signed Special Warranty along with the billing invoice. A 10% withholding fee shall be implemented and shall be redeemable upon satisfactory completion of this agreement.

DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

The respondent shall promptly correct all apparent and latent deficiencies and/or defects in Work, and/or any Work that fails to conform to the Contract documents regardless of Project completion status. All corrections shall be made within seven (7) calendar days after such rejected defects, deficiencies, and/or non-conformances are verbally reported to the respondent by the City's Representative, who may confirm all such verbal reports in writing. The respondent shall bear all costs of correcting such rejected Work. If the respondent fails to correct the Work within the period specified, the City may, at its discretion, notify the respondent, in writing, that the respondent is subject to contractual default provisions if the corrections are not completed to the satisfaction of the City within seven (7) calendar days of receipt of the notice. If the respondent fails to correct the Work within the period specified in the notice, the City shall place the respondent in default.

PROTECTION:

All Work in fulfillment of this Project shall be performed on City property or public right-of-way. No permission will be given to trespass on adjoining property.

If property (public or private) is damaged during construction or is removed for the convenience of the Work, it shall be repaired or replaced at the expense of the contractor in a manner acceptable to the City of North Miami prior to the final acceptance of the Work. Such property shall include but not be limited to: pavement, sidewalks, curbs, driveways, walls, fences, footings, building façade, underground utilities, sod, shrubs, and trees.

Contractor shall notify the Public Works Department in writing of the site having pre-existing damage of sidewalks, cubs, façade, adjacent improvements, etc., before beginning Work. Failure to do so shall obligate the Contractor to make repairs per above paragraph.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devises, signage, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All safety devices must have suitable and sufficient lighting for the prevention of accidents.

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ACCEPTANCE OF PRODUCT BY THE CITY

The product(s) to be provided hereunder shall be delivered to the City, and maintained if applicable to the Contract, in full compliance with the specifications and requirements set forth in the Contract. If a Contractor-provided product is determined to not meet the specifications and requirements of the Contract, either prior to acceptance or upon initial inspection, the item will be returned, at Contractor's expense, to the Contractor. At the City's own option, the Contractor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

CHANGE ORDERS:

After execution of written contract, Contractor agrees if any change orders are necessary, price will not exceed actual costs plus five percent (5%) overhead and five percent (5%) profit.

POST MAINTENANCE

The Contractor is responsible for all maintenance of the trees during the guarantee period of one year. This includes but is not limited to: weeding, re-staking and trimming (if required), water retention saucer repair, watering, etc.

INDEMNIFICATION AND INSURANCE

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City of North Miami as additional insured for Commercial General Liability and/or Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract. All insurance policies required by the Contract shall be maintained in full force and effect throughout the term period.

The insurance carriers shall have a minimum of B+ rating based on the latest rating publication of Property and Casualty Insurers of A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Management prior to commencement of Project. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to this Project. Coverage limits shall equal or exceed the amount(s) required by this agreement and shall not be reduced for claims made for other projects undertaken by Contractor.

Respondents must submit with their response, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract:

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1. COMMERCIAL GENERAL LIABILITY

   $1,000,000 for each occurrence/general aggregate, to include personal advertising injury and products/completed operations to be maintained up to three (3) years after the completion of project.

2. PROFESSIONSAL LIABILITY (ERRORS AND OMISSIONS)

   a. $1,000,000 per occurrence, $2,000,000 aggregate on dedicated project limits with a deductible (if applicable) not to exceed $25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible;
   b. Claims made policy must have an extended coverage reporting period of three years past the coverage completion
   c. For Deductible program or Self Insured Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SIR is required.

3. COMMERCIAL AUTOMOBILE LIABILITY

   $1,000,000 combined single limited bodily injury and property damage covering all autos including owned, scheduled, hired and non-owned.

4. WORKER'S COMPENSATION

   As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of $500,000 per accident for bodily injury or disease.

Liability insurance shall name the City of North Miami as an additional insured. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Contractor shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City 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 an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

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The Contractor must submit, no later than ten (10) days after award and prior to commencement of any Work, a Certificate of Insurance naming the City of North Miami as additional insured.

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NORTH MIAMI
FLORIDA
Purchasing Department

Contract #: ITQ 01-15-16
Contract Title: Furnish and Install Trees
Bid Opening Date: Tuesday, January 12, 2015
Prepared by: Heylicken Espinoza

Company:		Country Bill's Lawn Maintenance		
Type of Trees	**Quantity**	**Unit Price**	**Cost of Installation**	**Total Price**
Pigeon Plums	33	$ 150.00	$ 165.00	$ 10,395.00
Live Oaks	64	$ 150.00	$ 165.00	$ 20,160.00
Satin Leaf	10	$ 150.00	$ 165.00	$ 3,150.00
Bald Cypress	5	$ 150.00	$ 165.00	$ 1,575.00
Pink Tab	7	$ 150.00	$ 165.00	$ 2,205.00
Jacaranda	1	$ 150.00	$ 165.00	$ 315.00
	Grand Total	**$**		**37,800.00**

Exhibit "D"

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Exhibit "E"

NORTH MIAMI
FLORIDA
Purchasing Department

Contract #: ITQ 01-15-16
Contract Title: Furnish and Install Trees
Bid Opening Date: Tuesday, January 12, 2015
Prepared by: Heylicken Espinoza

Company		Native Tree Service, Inc.			Bannerman Landscaping, Inc.			Country Bill's Lawn Maintenance			DeAngelo Brothers, LLC			Landscape Service Professionals, Inc.			Orchid Man Landscape Artisans, Corp.			Visual Scape, Inc.		
Type of Trees	Quantity	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price	Unit Price	Cost of Installation	Total Price
Pigeon Plums	33	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 10,395.00	$ 150.00	$ 350.00	$ 16,500.00	$ 135.00	$ 260.00	$ 13,035.00	$ 205.00	$ 309.60	$ 16,981.80	N/A	N/A	N/A
Live Oaks	64	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 20,160.00	$ 150.00	$ 400.00	$ 35,200.00	$ 135.00	$ 260.00	$ 25,280.00	$ 197.50	$ 302.10	$ 31,974.40	N/A	N/A	N/A
Satin Leaf	10	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 3,150.00	$ 150.00	$ 300.00	$ 4,500.00	$ 135.00	$ 260.00	$ 3,950.00	$ 175.00	$ 279.60	$ 4,546.00	N/A	N/A	N/A
Bald Cypress	5	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 1,575.00	$ 150.00	$ 350.00	$ 2,500.00	$ 135.00	$ 260.00	$ 1,975.00	$ 197.50	$ 302.10	$ 2,498.00	N/A	N/A	N/A
Pink Tab	7	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 2,205.00	$ 150.00	$ 300.00	$ 3,150.00	$ 135.00	$ 260.00	$ 2,765.00	$ 192.50	$ 297.10	$ 3,427.20	N/A	N/A	N/A
Jacaranda	1	N/A	N/A	N/A	N/A	N/A	N/A	$ 150.00	$ 165.00	$ 315.00	$ 150.00	$ 300.00	$ 450.00	$ 135.00	$ 260.00	$ 395.00	$ 225.00	$ 329.60	$ 554.60	N/A	N/A	N/A
Grand Total		N/A			N/A			$ 37,800.00			$ 62,300.00			$ 47,400.00			$ 59,982.00			N/A		
Ranking		Non-Responsive			Non-Responsive			1			4			2			3			Non-Responsive		

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