

**CITY OF NORTH MIAMI**  
**TREE TRIMMING SERVICES AGREEMENT**  
**(IFB No. 36-18-19)**

**THIS TREE TRIMMING SERVICES AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL (“City”) and **Green Wise Group, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 18430 SW 224 Street, Miami, FL 33170 (“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**, on September 30, 2019, the City of North (“City”) advertised ***Invitation for Bid - Tree Trimming Services IFB No. 36-18-19***, as subsequently amended (“IFB”), to provide the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary for the comprehensive provision of tree trimming services, in accordance with the terms, conditions, and specifications contained in the IFB; and

**WHEREAS**, in response to the IFB, Contractor submitted its sealed bid and related documents expressing the capability, willingness and expertise necessary to perform the Services, pursuant to IFB requirements; and

**WHEREAS**, the Bid was reviewed and selected by City administration as responsive, and whose price list, qualifications and references demonstrated to be advantageous to the City in the procurement of Services; and

**WHEREAS**, on April 13, 2021, the Mayor and City Council adopted a Resolution authorizing the City Manager to negotiate and execute an agreement with Contractor for tree trimming services; and

**WHEREAS**, the City Manager finds the execution of this Agreement for the provision of Services, in accordance with the terms, conditions, and specifications contained in the Contract Documents, supports the public health, safety and welfare.

**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 - DEFINITIONS**

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings and shall be applicable to both the singular and plural forms thereof:

*Agreement* – this written Agreement between the City and Contractor covering the Services to be performed, including the Contract Documents that are attached hereto or incorporated by reference.

*Change Order* – a written document signed by the Parties authorizing an addition, deletion or revision to the Services pursuant to this Agreement and within the general scope of services; or an adjustment to a time schedule or compensation, issued on or after the effective date of this Agreement.

*Contract Documents* – shall consist of the IFB and all corresponding amendments; Contractor's response to the IFB, as amended ("Bid"); City's Bid tabulation; City's Recommendation of Award; Certificates of Insurance; copies of current licenses and permits; any additional documents which are required to be submitted under this Agreement; and all amendments, modifications and supplements, and Change Orders, issued on or after the effective date of this Agreement. Contract Documents are hereby incorporated into and made part of this Agreement. Nothing contained in the Contract Documents shall be construed to create a contractual relationship of any kind: 1) between the City and a Subcontractor or supplier, or 2) between any persons or entities other than the City and Contractor.

*Day* – shall mean a consecutive "calendar day," unless specifically designated otherwise.

*Permitting Authority* – means the City of North Miami, Miami-Dade County, the State of Florida, and/or any other governmental entity having jurisdiction over the Contractor and its Services.

*Project Manager* – a designated representative of the City fully acquainted with the Services and with authority to render decisions necessary to ensure and oversee the proper rendition of Services by Contractor. The Project Manager will provide direct interface with the Contractor, with respect to the City's responsibilities and Contractor's obligations hereunder.

*Services* – means the act of providing the labor, supervision, materials, equipment, tools, machinery, expertise, and other services necessary for comprehensive provision of tree trimming services by an International Society Arboriculture (ISA) Certified Arborist, in accordance with the National Arborist Association Standards and with the terms, conditions, and specifications contained in the Contract Documents, including lifting of street trees and the removal of basal sprouts

*Subcontractor* – a person or entity retained by Contractor to provide labor, materials, equipment, services or supplies, necessary to complete a specific portion of Services. Subcontractor shall include all sub-Subcontractors, retained directly or indirectly by Contractor.

*Worksite* – means the area where Services are to be rendered by Contractor within the City limits.

### **ARTICLE 3 – INTENT OF AGREEMENT**

3.1 Execution of this Agreement is a representation that Contractor has carefully examined the Contract Documents and the Worksite, and represents that the Contractor is thoroughly familiar with the nature and location of the Services, the Worksite, the specific conditions under which the Services are to be performed, and all matters which may in any way affect the Services rendered to the City. The Contractor further represents that, as a result of such examinations and investigations, the Contractor thoroughly understands the Contract Documents and their intent and purpose, and is familiar with all applicable codes, ordinances, laws, regulations and rules as they apply to the Services, and that the Contractor will abide by same. Claims for additional time in providing Services (or a portion thereof) as a result of the Contractor's failure to follow the foregoing procedure and to familiarize itself with all local conditions and the Contract Documents, will not be permitted.

3.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of Services by the Contractor. Contract Documents are complimentary, and what is required by any one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

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

3.3.1 Specific written direction from the Project Manager.

3.3.2 This Agreement.

3.3.3 The IFB.

3.3.4 The Bid.

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

### **ARTICLE 4 – TERM OF AGREEMENT**

4.1 Subject to City authorized adjustments, the Term of Agreement shall be as follows:

4.1.1 The initial term of Agreement shall commence upon a fully executed Agreement between the Parties.

4.1.2 The initial term shall commence upon fully executed Agreement and ending September 30, 2021. Following the initial term period, the City reserves the right to renew this Agreement in writing for three (3) additional-successive one-year term periods, unless earlier terminated by the City.

4.1.3 Notwithstanding the foregoing Term of Agreement, this Agreement may be terminated by the City at any time, in accordance with Article 12 or Article 13.

4.2 Contractor agrees that Services shall be rendered to the City on schedule, diligently and uninterrupted. Contractor shall be required to show just cause for delays or for additional time requests. Failure to achieve timely Services shall be regarded as a breach of this Agreement and subject to the appropriate remedies available hereunder and at law.

4.3 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.

#### **ARTICLE 5 – CONTRACTOR COMPENSATION**

5.1 The Contractor shall be paid an amount not to exceed Eighty Thousand and no/100 Dollars (\$80,000.00) annually as full compensation for the provision of Services, for the initial term period of one (1) year. 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 ten (10) Days written notice to Contractor.

5.2 The making of final payment shall not constitute a waiver of any claims by the City (or third party) and shall not relieve the Contractor of the responsibility for negligence or defects in Services. Upon written notice by the City, the Contractor shall remedy any defects due thereto and pay all expenses for any damages resulting therefrom.

#### **ARTICLE 6 – CONTRACTOR'S SCOPE OF SERVICES**

6.1 Contractor hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor and services employed by Contractor, including that of its Subcontractors for Services, shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of Permitting Authorities.

6.2 Contractor covenants to perform Services in accordance with that degree of care skill ordinarily exercised by reputable members of its profession and use its best efforts to furnish Services in the best, safest and soundest way and in the most expeditious manner consistent with the best interest of the City.

6.3 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required in the provision of Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (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.

6.4 Contractor shall provide the Services as set forth in the Contract Documents, and render full and prompt cooperation with the City in all aspects of Contractor's performance of such Services.

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

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

6.7 Contractor warrants and accepts that any and all work, materials, services or equipment necessitated by Permitting Authorities as are applicable to bring Services 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 extra cost to the City.

6.8 Contractor shall strive to ensure maximum local business and workforce preference requirements are realized in the rendition of Services.

6.9 Contractor shall supervise and achieve performance of Services, using the highest quality established by industry standards. The Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and safety procedures and for coordinating all portions of Services under this Agreement, unless Contract Documents or the Project Manager provide other specific instructions concerning these matters.

6.10 Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors and their agents and their employees, and other persons performing portions of the Services.

6.11 Contractor shall be responsible for and coordinate any and all inspections required by the Permitting Authorities having jurisdiction over Services and/or the Worksite. Failure to obtain any required approval because of failure of the Contractor to conform to the Contract Documents shall not extend the Term of Agreement.

6.12 Contractor shall employ sufficient, competent personnel who shall be in attendance at the Worksite during the performance of Services.

6.13 Contractor shall secure all necessary permits from Permitting Authorities, the cost of which shall be paid by Contractor.

6.14 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, equipment and machinery, utilities, transportation and other facilities and services necessary for the proper execution and completion of Services.

6.15 Contractor shall develop and maintain a program to assure quality control and safety measures related to the provision of Services. Contractor shall supervise all Subcontractors providing instructions to each when their work does not conform to the requirements of the Contract Documents and shall continue to exert its influence and control over each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient rendition of Services. The City shall be the final judge of performance and acceptability of Services.

6.16 Contractor shall enforce strict discipline and good order among the Contractor's employees and Subcontractors while on the Worksite. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

6.17 Contractor shall keep the Worksite premises and surrounding areas free from accumulation of debris, waste, garbage or materials as a result of rendering Services. Failure to clean Worksite as provided herein may cause the City to do so, and the cost incurred thereof shall be charged Contractor.

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

### **ARTICLE 7 - CHANGES IN SERVICES**

7.1 The City, without invalidating this Agreement, may order changes in the Services within the general scope of this Agreement. Contractor's compensation may be adjusted accordingly upon an executed amendment to this Agreement. All such changes in the Services shall be authorized by Change Order, subject to any limitations in the Contract Documents.

### **ARTICLE 8 - INDEPENDENT CONTRACTOR**

8.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance, as required by Florida law, for any employee or agent of Contractor rendering Services to the City under this Agreement.

### **ARTICLE 9 - ENVIRONMENTAL AND SAFETY REQUIREMENTS**

9.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Agreement.

9.2 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

9.2.1 Employees, Subcontractors, agents, invitees, attendees, and members of the public on or about the Worksite and all other persons who may be affected thereby.

9.2.2 The Worksite and any public or private property at the Worksite and adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of providing Services.

9.3 Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of Permitting Authorities and public authorities bearing on the safety of persons or property, their protection from damage, injury or loss.

9.4 Contractor shall erect and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying users of adjacent sites and utilities.

9.5 Contractor shall promptly remedy any damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by the City and whose acts are not attributable to the fault or negligence of the Contractor.

9.6 Contractor shall designate a responsible person at the Worksite whose duty shall be prevention of accidents or injury to persons or property.

9.7 Contractor shall not load or permit any part of the Worksite to be so loaded or congested so as to create a hazard, or endanger the Worksite, any person or property.

9.8 Contractor shall promptly report to the City and all accidents arising out of or in connection with the Services.

## **ARTICLE 10 – CORRECTION OF SERVICES**

10.1 Contractor shall promptly correct those portions of Services rejected by the Permitting Authorities or failing to conform to the requirements of the Contract Documents. The Contractor shall bear costs of correcting such rejected Services, including any additional testing and inspections.

10.2 Contractor shall restore in an acceptable manner or replace all property, both public and private, which has been displaced or damaged by the Contractor during the performance of Services. Contractor shall leave the work site unobstructed and in a neat and presentable condition. The term “property” shall include, but is not limited to, roads, sidewalks, curbs, driveways, walls, fences, landscaping, awnings, utilities, footings and drainage structures.

10.3 Contractor shall bear the cost of correcting or replacing damaged or destroyed portions or sections of the Worksite or property caused by the Contractor in the performance of Services.

### **ARTICLE 11 - CONFLICTS OF INTEREST**

11.1 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.

11.2 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 Contractor. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

### **ARTICLE 12 – CITY'S RIGHT TO TERMINATE AGREEMENT**

12.1 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. The City shall not be liable to Contractor for any compensation, or for any consequential or incidental damages or loss of profits.

12.2 In the event of termination, Contractor shall stop Services on the date specified in the written notice and take such action as may be necessary for the protection and preservation of the Worksite.

12.3 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 13 - DEFAULT**

13.1 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, specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the City will be terminated. Notwithstanding, the City may, in its sole discretion, allow the Contractor to rectify the default to the City's reasonable satisfaction within ten (10) Days period. The City may grant an additional period of such duration as the City shall deem appropriate without waiver of any of the City's rights hereunder, so long as the Contractor has commenced curing default and is effectuating a cure with diligence and continuity during such ten (10) Days period or any other period which the City prescribes. The default notice shall specify the date the Contractor shall discontinue the Services as the termination date.

13.2 An event of default shall mean a breach of this Agreement by Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an event of default, shall include the following:

13.2.1 Contractor has not delivered Services or a portion thereof, on a timely basis.

13.2.2 Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel.

13.2.3 Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.

13.2.4 Contractor has failed to obtain the approval of the City where required by this Agreement.

13.2.5 Contractor has failed to provide "adequate assurances" as required by this Agreement.

13.2.6 Contractor has failed in the representation of any warranties stated herein.

### 13.2.7 Contractor's failure to maintain the minimum insurance coverage as required herein.

### 13.2.8 Contractor's failure to provide access to Permitting Authorities for inspections.

## **ARTICLE 14 - NOTICES**

14.1 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: Green Wise Group, LLC  
Attn: Eugene Sherwood, P.E.  
18430 SW 224 Street  
Miami, FL 33170

To City: City of North Miami  
Attn: City Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

14.2 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.

14.3 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 15 - INDEMNIFICATION**

15.1 Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, Subcontractors, employees and managers in the performance of Services under this Agreement.

15.2 Contractor shall be fully responsible to City for all acts and omissions of the Contractor, its employees, Subcontractors, suppliers, or other persons directly or indirectly employed by its Subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Contractor. Nothing in the Contract Documents shall create any contractual relationship between City and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any Subcontractor, supplier, employee or agent except as may otherwise be required by law.

15.3 The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment's or discharge of such obligations.

15.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the Services are performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any Services, labor, construction services, material, equipment, or other items furnished in connection with the Services, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within ten (10) Days of the filing or from receipt of written notice from the City.

15.5 Contractor has visited the Worksite and is familiar with the local conditions under which the Services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

15.6 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 (2019). 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 16 - INSURANCE**

16.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing all required insurance coverage, as more particularly described in the IFB, with the following minimum coverage:

16.1.1 Commercial General Liability - With project dedicated minimum limits of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for three (3) years after completion of Services.

16.1.2 Commercial Automobile Liability - With minimum limit of One Million Dollars (\$1,000,000.00) covering any automobile including non-owned, hired or leased vehicles.

16.1.3 Worker's Compensation - As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease.

16.2 Contractor shall not commence Services under this Agreement until after Contractor has obtained all of the minimum insurance coverage prescribed in the IFB and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

16.3 The City shall be named as an additional insured for claims caused in whole or in part by the Contractor, Subcontractor's, employees or assignee's negligent acts or omissions during the term of this Agreement. This provision shall not limit the City's recovery for coverage under the Contractor's insurance policy.

16.4 Contractor shall not permit any Subcontractor to begin Services until after similar minimum insurance to cover Subcontractor has been obtained and approved.

16.5 In the event the insurance certificate provided by Contractor or Subcontractor indicates that the insurance shall terminate and lapse during the term of this Agreement, Contractor shall furnish, at least thirty (30) Days prior to expiration of the date of the insurance, a renewed certificates 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 coverage remains in full force and effect.

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

#### **ARTICLE 17– CITY'S LIMITATION OF LIABILITY**

17.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability will never exceed the agreed sum of One Thousand Dollars (\$1,000.00). Contractor expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any action or claim arising from this Agreement to be limited to a maximum amount of One Thousand Dollars (\$1,000.00).

17.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor agrees that the City shall not be liable to Contractor for damages in an amount in excess of One Thousand Dollars (\$1,000.00), for any action or claim for breach of contract or for any action or claim arising out of this Agreement.

### **ARTICLE 18 - FORCE MAJEURE**

18.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

### **ARTICLE 19 - EMERGENCIES**

19.1 In any emergency affecting the safety of persons or property, the Contractor shall act at the Contractor's discretion, to prevent threatened damage, injury or loss.

### **ARTICLE 20 – PUBLIC RECORDS**

20.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes (2019), and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

### **ARTICLE 21 - AUDITS**

21.1 The City, or its duly authorized representatives or other governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of Contractor's Services to the City. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

### **ARTICLE 22 - SURVIVAL OF TERMS**

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

## **ARTICLE 23 - TAXES**

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

23.2 Contractor shall assume full responsibility for and shall pay all applicable taxes and assessments that accrue in the provision of Services, or to the improvements thereon, including sales and use taxes (if any).

## **ARTICLE 24 - MISCELLANEOUS PROVISIONS**

24.1 This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both Parties hereto or their authorized representatives.

24.2 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.

24.3 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.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

24.8 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.

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

24.10 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.

24.11 All other terms, conditions and requirements contained in the IFB, which have not been modified by this Agreement, shall remain in full force and effect.

24.12 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.

24.13 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.]*

**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:

Green Wise Group, LLC, a Florida limited liability company,

**“Contractor”:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal Corporation,  
**“City”:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff P. H. Cazeau  
City Attorney



## INVITATION FOR BID

---

---

### TREE TRIMMING SERVICES

**IFB No. 36-18-19**

---

---

#### **ADVERTISEMENT DATE**

MONDAY, SEPTEMBER 30, 2019

#### **ADDITIONAL INFORMATION & CLARIFICATION DEADLINE**

FRIDAY, OCTOBER 11, 2019

#### **RESPONSE SUBMISSION DATE AND TIME**

WEDNESDAY, OCTOBER 30, 2019

---

---

AT

CITY OF NORTH MIAMI  
OFFICE OF THE CITY CLERK  
CITY HALL, 1<sup>ST</sup> FLOOR  
776 NE 125<sup>TH</sup> STREET  
NORTH MIAMI, FL 33161-4116

The responsibility for ensuring that a response to this Solicitation is received by the City of North Miami at the Office of the City Clerk prior to the Submittal deadline rests solely with the Respondent. The City of North Miami will not accept late submittals due to delays resulting from or caused by the United States Post Office, private courier services or any other means of delivery used by the Respondent for submittal of their Proposal.

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 or downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

Contact Person: Phillip Ford  
Email: [Purchasing@northmiamifl.gov](mailto:Purchasing@northmiamifl.gov) Phone: (305) 895-9886



The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Bids from qualified and experienced Contractors ("Bidders" or "Respondents") to provide all the necessary labor, materials and supervision for the City-wide tree trimming services term contract.

Please submit one (1) original Proposal, two (2) complete bound copies of the original Bids and one (1) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Bids are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable below. All Bids received on a timely basis shall be opened and read immediately after the Submittal deadline has passed in the City of North Miami Council Chambers, located on the Second Floor of City Hall. Bids received after said date and time will not be considered and no time extensions will be permitted. Proposals must be addressed to the City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161.

**"IMPORTANT, SOLICITATION ENCLOSED"**

**TREE TRIMMING SERVICES**

IFB No. 36-18-19

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	Monday, September, 30, 2019	
Deadline for Receipt of Written Questions:	Friday, October 11, 2019	3:30pm
Deadline for Bid Submittals:	Wednesday, October 30, 2019	3:30pm
City Council Contract Approval Date:	TBD	TBD

*(The City reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)*

Copies of this Solicitation may be obtained by contacting DemandStar at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-03051-800-711-1712 or may be downloaded from the City's Purchasing Department website at [http://northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)

**CONE OF SILENCE**

Please be advised that this Solicitation is issued subject to Sections 7-192 and 7-193 of the City's Code of Ordinances, otherwise referred to as the Cone of Silence Ordinance, prohibiting certain types of communications as further detailed in the General Conditions section of this Solicitation, while the Cone of Silence is in effect (see **Appendix "A"** for further information).

We look forward to your participation in this Solicitation.

Sincerely,

***Alberto Destrade***

Alberto Destrade, CPPO  
Purchasing Director

## **Table of Contents**

### **Section / Title**

<b>Section 1.0 Instructions to Proposers /General Terms and Conditions .....</b>	<b>4</b>
<b>Section 2.0 Special Conditions .....</b>	<b>10</b>
<b>Section 3.0 Scope of Services.....</b>	<b>18</b>
<b>Section 4.0 Price Proposal Form.....</b>	<b>24</b>
<b>Section 5.0 Cover Page &amp; Contact Person Information .....</b>	<b>26</b>
<b>Section 6.0 Minimum Requirements &amp; Bid Submittal Checklist.....</b>	<b>31</b>
<b>Appendix "A" Cone of Silence Ordinance.....</b>	<b>34</b>

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

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

### Bid Forms

- A-1** Sworn Statement Under Section 287.133(3) (a), Florida Status, on Public Entity Crimes
- A-2** Non-Collusive Certificate
- A-3** Local Preference Affidavit (*if applicable*)
- A-3(a)** Statement of Intent (*if applicable*)
- A-4** Questionnaire Instructions
- A-5** Acknowledgement of Addenda (*if applicable*)
- A-6** Bidder's Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7** Insurance Requirements
- A-14** References

# SECTION 1.0

## INSTRUCTIONS TO RESPONDENTS /

## GENERAL TERMS AND CONDITIONS

### 1.1 DEFINITIONS

- a) **"City"** means the City of North Miami.
- b) **"City Council"** means the governing body of the City comprised of the Mayor and City Council members.
- c) **"City Manager"** means the Chief Executive Officer of the City or his designee.
- d) **"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.
- e) **"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.
- f) **"Department"** means a department of the City, as may be designated herein.
- g) **"Bid" or "Response"** means the documents timely remitted by Bidder or Proposer or Respondent, in response to this Solicitation.
- h) **"Bidder" or "Proposer" or "Respondent."** All Contractors, consultants, organizations, Respondents or other entities submitting a response to this Solicitation.
- i) **"Project"** is the total sum of all Work and Services (as defined herein) to be performed under this Contract.
- j) **"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.
- k) **"Solicitation"** means this Invitation for Bids (IFB) document, and all associated addenda and attachments.
- l) **"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.
- m) **"Work" or "Services"** means all the labor, materials, machinery, supplies, furnishings, planning, supervision, facilities, tools, construction services, equipment, structures, and all things reasonably inferable from the Contract Documents to complete the Project.

### 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 decisions, 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 shall be deemed non-responsive to the Solicitation requirements.*

### 1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY 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 notice that neither the City Council Members, any 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 INQUIRIES**

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 either through the mail, via facsimile transmission or 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](http://www.northmiamifl.gov)) and Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and requesting the corresponding document number.

#### **1.9 ORAL REPRESENTATION**

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

#### **1.10 ADDENDA**

If any Solicitation revisions become necessary, the City will post written addenda **on the City web's site at [http://www.northmiamifl.gov/departments/purchasing/current\\_bids\\_proposals.aspx](http://www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx)** and on Demand Star at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 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](http://www.northmiamifl.gov)) and Demand Star and at [www.demandstar.com](http://www.demandstar.com) or calling 206-940-0305 and requesting the corresponding document number. All addenda placed on Demand Star can be downloaded.**

#### **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 125<sup>th</sup> Street, 1<sup>st</sup> 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.

#### **1.14 BID RESPONSE 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 in a sealed envelope 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 sealed 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 personal other than the Clerk's Office 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 WRITTEN RESPONSE EVALUATION / ORAL PRESENTATIONS**

The selection committee members will independently score the Bids on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Bids, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Bid. All oral presentation will be scheduled and publicly noticed by the City. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

#### **1.22 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 IFB, 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.

#### **1.23 CITY COUNCIL REVIEW**

Upon receipt of the City Manager's recommendation, the City Council may:

- a) **Approve the City Manager's recommendation and** authorize the contract or contract negotiations;
- b) Reject all Proposals; or
- c) Reject all Proposals and direct staff to re-issue a new Solicitation.

#### **1.24 CITY MANAGER'S REVIEW**

The Purchasing Department shall submit the results and recommendation of the Evaluation Committee to the City Manager for review. Upon receipt, the City Manager may proceed as follows:

- a) **Approve the Committee's recommendation and** submit to City Council for approval;
- b) **Reject the Committee's recommendation and direct** the Committee to re-evaluate and make further recommendation; or
- c) Reject all Proposals

#### **1.25 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.

#### **1.26 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.**

#### **1.27 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.

#### **1.28 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 Agent.

#### **1.29 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.

#### **1.30 CONE OF SILENCE**

This Solicitation is issued subject to Sections 7-192 and 7-193 of the City Code, Cone of Silence, which prohibits certain types of communication with City Council members, City staff and Evaluation Committee members following issuance of the Solicitation (see **Appendix "A"**).

Upon the Cone of Silence taking effect, the Purchasing Department shall issue public notice thereof by

providing written notice to the affected City departments, the City Clerk's Office and to each City Council member. Notwithstanding any other provision of this section, the imposition of a Cone of Silence on a particular Solicitation shall not preclude the Purchasing Department from obtaining industry comment or performing market research provided all communication related thereto with a potential Respondent, Proposer, supplier, lobbyist or consultant are in writing or made at a duly noticed public meeting.

The Cone of Silence ordinance does not apply to communication at a Pre-Proposal conference, presentations before Selection Committees, negotiation meetings, presentations made to the City Council during any duly noticed public consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to verbal communications at pre-solicitation conference, verbal 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 IFB, RFP, or RFQ documents. A copy of all written communications must be filed with the City Clerk.

#### 1.31 SUBCONTRACTORS AND SUPPLIERS DISCLOSURE

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 shall 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").

#### 1.32 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](http://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 IFB.

#### 1.33 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 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 IFB. 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.

#### 1.34 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."

#### 1.35 LOCAL VENDOR PREFERENCE

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 submit in writing its compliance with any two of the following objective criteria (see Form A-3).

A local business shall be defined as:

- a) A business located in the City with a current City business tax receipt issued prior to the City's issuance of the solicitation for supplies or services; and/or
- b) Has at least ten (10) percent of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services; and/or
- c) Subcontracts at least ten (10) percent of the contractual amount of a City project with subcontractors who are physically located within the City (must submit Form A-3(a) as part of the Proposal).

The local business preference is used to assign a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price to those Respondents who qualify for this preference.

The Respondent seeking local business reference has the burden to show that it qualifies for the preference, by submitting supporting documentation, to the

satisfaction of the City. Failure to do so may result in being considered ineligible for local business preference.

#### **1.36 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.

#### **1.37 COMMUNITY BENEFITS PLAN**

Not Applicable.

#### **1.38 MODIFICATIONS OF RESPONSE**

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

#### **1.39 TRUTH IN NEGOTIATION STATEMENT**

Not Applicable.

#### **1.40 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.

#### **1.41 LATE SUBMISSIONS**

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

#### **1.42 BID OPENING**

Bids shall be opened and publicly read in the City of North Miami Council Chambers, 776 N.E. 125th Street, North Miami, Florida, on the date and at the time specified on the Solicitation Timetable. All Bids received after that time shall be returned, un-opened.

#### **1.43 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.

#### **1.44 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 person having such conflicting interest shall be employed.

#### **1.45 INSTALLATION SERVICES**

Not Applicable.

#### **1.46 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.

#### **1.47 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

## **SECTION 2.0**

### **SPECIAL CONDITIONS**

#### **2.1 PURPOSE**

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Bids from qualified and experienced Contractors ("Bidders" or "Respondents") to provide all the necessary labor, materials and supervision for the City-wide tree trimming services term contract.

#### **2.2 TERM OF CONTRACT**

The initial contract period shall commence on the date of award and shall remain in effect for a period of two (2) years.

#### **2.3 OPTION TO RENEW**

The initial contract prices shall prevail for a period of two (2) years from the contract's effective date.

The City Manager or a duly authorized designee reserves the sole option to renew this Contract for three (3) additional one (1) year periods. Each renewal of this Contract is contingent upon approval by the City Manager or his authorized designee and continued satisfactory performance by the Contractor in accordance with the Scope of Work stated herein.

Prior to completion of that initial term, the City may consider an adjustment to price based on changes in the Consumer Price Index for All Urban Consumers - Other Goods and Service in the Miami-Fort Lauderdale, Florida area (Series ID: CUURS35BSAG, CUUSS35BSAG).

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the Contractor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

#### **2.4 METHOD OF AWARD**

The City intends to award this Contract to the lowest responsive and responsible Bidder whose price, experience and qualifications proves to be the most beneficial to the City. The City reserves the right to reject low Bids, to waive irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City's best interest.

**The City further seeks firms that are willing participants in the City's goal to develop subcontracting and employment opportunities to local business and residents as defined by Section 7-151 of the City Code.**

## **2.5 MINIMUM QUALIFICATION**

To be considered for award of this Solicitation, the Respondent must demonstrate that it meets the qualifications and has the experience, capacity and resources to successfully provide the requested services. Any Respondent that fails to meet all the following minimum qualification requirements may be deemed as "NON-RESPONSIVE". As part of their bid proposal, Respondents must submit documentation that demonstrates compliance with the following criteria:

- 2.5.1 Respondent must be licensed to do business in the State of Florida. Submit Sunbiz report with your company registered as active.
- 2.5.2 Respondent must demonstrate that it has been in business in this line of work in the State of Florida for at least five (5) years and must provide adequate proof of same by submitting a summary of work (contracts) performed over the last five (5) years.
- 2.5.3 Respondent must have a valid Miami-Dade County Landscaper Permit and submit proof of same as part of their bid.
- 2.5.4 Respondents must employ an International Society of Arborist (ISA) Certified Arborist at the time of Bid submittal and provide proof of same as part of their bid. Contractor shall have a Certified Arborist on staff at all times during the term of the contract.
- 2.5.5 The Respondent must provide at least three (3) references of public or private sector clients for which it has provided Tree Trimming Services within the last ten (10) years. If available, such references should be services performed on behalf of public/government agencies located in the State of Florida. References must be submitted on Form A-14 – References.

***NOTE: Please be advised that it is the sole responsibility of each Bidder to provide accurate and up to date information regarding references. In the event that the City is unable to either verify the project information submitted or if the information is incorrect, the Bidder may be deemed NON-RESPONSIVE.***

## **2.6 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:

#### 2.6.1 COMMERCIAL GENERAL LIABILITY

With project dedicated minimum limits of **\$1 Million** per occurrence for bodily injury and property damage. This coverage shall also include personal and advertising injury, medical payments and products completed operations to be maintained for 3 years after completion of Project.

#### 2.6.2 COMMERCIAL AUTOMOBILE LIABILITY

With minimum limit of **\$1 Million**, covering any auto including non-owned, hired or leased

#### 2.6.3 WORKER'S COMPENSATION

As required by the State of Florida with statutory limits, and Employer's Liability with a minimum limit of \$1,000,000 per accident for bodily injury or disease.

**Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as “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.**

### 2.7 **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.

## **2.8 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:

### **2.8.1 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

### **2.8.2 CITY INFORMATION:**

- City Purchase Order Number

### **2.8.3 PRICING INFORMATION:**

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

### **2.8.4 GOODS OR SERVICES PROVIDED PER CONTRACT:**

- Description
- Quantity

### **2.8.5 DELIVERY INFORMATION:**

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

### **2.8.6 FAILURE TO COMPLY:**

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

## **2.9 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.

## **2.10 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 Contractor. Barricades shall be provided by the Contractor 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.

## **2.11 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 upon with the project manager.

## **2.12 WARRANTY SHOULD BE SUPPLIED IN WRITTEN FORM**

### **2.12.1 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.

### **2.12.2 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.

## **2.13 ACCEPTANCE OF PRODUCT/SERVICES BY THE CITY**

The product(s)/Services to be provided hereunder shall be delivered or provided 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 or Service 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 or Services refused, at Contractor expense. 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 or Service. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

## **2.14 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.

## **2.15 COMPLIANCE WITH FEDERAL STANDARDS**

All items to be purchased under this 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).

## **2.16 WORK ACCEPTANCE**

This Project will be inspected by an authorized representative of the City. This inspection shall be performed to determine acceptance of Work, appropriate invoicing, and warranty conditions.

## **2.17 DEFICIENCIES IN WORK TO BE CORRECTED BY THE CONTRACTOR**

The Contractor 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 Contractor by the City's project administrator, who may confirm all such verbal reports in writing. The Contractor shall bear all costs of correcting such rejected Work. If the Contractor fails to correct the Work within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor 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 Contractor fails to correct the Work within the period specified in the notice, the City shall place the Contractor in default.

## **2.18 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR**

Unless otherwise provided in this Bid the Contractor 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 materials, Services, workmanship, and equipment shall be subject to the inspection and approval of the City's Project Manager.

## **2.19 LICENSES, PERMITS AND FEES**

The Contractor shall obtain and pay for all licenses, permits and inspection fees required for this Project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the Work contemplated herein. Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

## **2.20 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.

## **2.21 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.

- 2.21.1 In no event will any such elections by the City be deemed to be a waiving of the Project criteria.
- 2.21.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless that the Solicitation may have been based on a variation from the Project criteria.
- 2.21.3 Respondents shall identify separately all innovative aspects as such in the technical Solicitation. Innovation should be limited to Respondent's means and methods, approach to Project, use of new products, and new uses for established products.

## **2.22 COUNCIL MEETING**

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representative.

## **2.23 LOCAL BUSINESS PREFERENCE**

In accordance with the City of North Miami Code of Ordinances Sec. 7-151, 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. Respondents must submit forms A-3 and A-3(a) (if applicable) with their submittal to receive local preference. Failure to submit required documentation will render the Respondent ineligible for local preference. **At least two (2) of the following criteria must be met in order to qualify for local preference:**

1. A business that is located in the City of North Miami (City) with a current city business tax receipt issued prior to the City's issuance of the Solicitation for supplies or services **AND/OR**;
2. A business has at least ten (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services **AND/OR**;
3. A business that subcontracts at least ten percent (10%) of the contractual amount of a City project with subcontractors who are physically located within the City.

**The offeror, supplier, or contractor seeking the local business preference has the burden to show that it qualifies for the preference, to the satisfaction of the City.**

Except where federal or state law mandates to the contrary, in the purchase of supplies or services in which the objective factors used to evaluate the submittals received from offerors are assigned point totals, **a preference of ten (10) percent of the total evaluation points, or ten (10) percent of the total price**, shall be given to a local business.

## **2.24 CLARIFICATION AND INQUIRIES**

Any questions or clarifications regarding this Solicitation shall be submitted in writing to the Purchasing Department via email at [purchasing@northmiamifl.gov](mailto:purchasing@northmiamifl.gov). Contractor(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 questions must be received no later than the time and date specified in the Bid Timetable section. 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**

## **SECTION 3.0**

### **SCOPE OF SERVICES /**

### **TECHNICAL SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

The Scope of Work shall include street tree trimming of crown elevation and under clearance trees throughout the City by an International Society Arboriculture (ISA) Certified Arborist in compliance with all applicable City, County and State Codes and regulations. The City currently has approximately 2,400 trees requiring trimming annually which are mainly Black Olive, but there are a representative amount of other species which include, but are not limited to, Ficus, Oaks, Mahogany, Acacia, Orchid Trees, Gumbo Limbo and Tamarind. The Work involves the lifting of street trees and the removal of basal sprouts in accordance with the National Arborist Association Standards as stated herein.

- Any tree limb extending over the vehicle use portion of the right-of-way (pavement) and coming within ten feet (10') or lower to the street shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the street of fourteen feet (14') from grade.
- Any tree limb extending over the pedestrian use portion of the right-of-way (sidewalk) and coming within eight feet (8') of the grade shall be trimmed. Said tree shall have all limbs and vegetation trimmed to give a total clearance over the pedestrian use area of ten feet (10') from grade.
- Any tree limb in the swale area growing in a downward or horizontal direction outside a 4' radius of the trunk and below eight feet (8') of the grade shall be trimmed to provide a total clearance of ten feet (10') from grade.
- Any and all basal sprouts shall be removed. Only "Crown Raising" and basal sprout removal is to be performed on the trees.
- No "dead-wooding", "hazard reduction", "topping" or "thinning" will be performed. The Contractor shall report any deadwood, disease condition, fungus fruit bodies, decay, split crotches or branches, cracks, or other structural weakness or hazardous wood in the crown of a tree that involves limbs of five inch (5") caliper or greater to the City's Designee the next working day.
- Only trees growing on City swales and medians are to be trimmed. Trees originating on private property and growing into the right-of-way are not to be trimmed, however, these trees' locations are to be noted and reported to the City's Designee the next working day.
- The Vendor shall notify the City's responsible Department designee of the Work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the Awarded Vendor to make repairs per this solicitation.
- The Vendor shall be responsible for securing all Work areas to be safe.

- The Vendor shall be responsible for removing all cut limbs, leaves, chips and all other debris from the Work site daily, leaving the general area in a clean and neat condition acceptable to the City.

### **3.2 CLEARING AND GRUBBING**

Take all reasonable precautions to prevent damage outside project right of way. Clearing and grubbing shall be strictly limited to areas designated in the plans. Construction fencing shall be utilized at property lines as necessary to ensure Work is confined to areas designated for the Work.

Prior to clearing, demolition, or other activities, protective barriers shall be constructed, as necessary, and inspected by the City to prevent the destruction or damaging of regulated trees that are located within 15 feet of any construction activity, or storage of equipment and materials.

### **3.3 MAINTENANCE OF TRAFFIC**

The Maintenance of Traffic (MOT) shall confirm to the requirements of the Florida Department of Transportation (FDOT). It shall be the duty of the Contractor to ensure that the MOT meets the requirements of the FDOT Standard Index, 600 Series.

The Contractor is to implement the Traffic Control Plan specifically designed for the project (or an approved Alternate Plan as described in the FDOT Standard Specifications). However, it is not the intent of the Traffic Control Plan in the drawings to show the exact quantity and location of all of the traffic control signs and devices that may be required to accommodate the Contractor's equipment and methods. It is the Contractors responsibility to account for any additional traffic control that may be required to meet the standards of safe practices.

The Contractors shall supply whatever MOT is necessary to provide protection to both the workers on the job site and the public utilizing the adjacent public facilities. When the Contractor is working adjacent to the travel lanes, the Contractor shall provide an adequate buffer zone between workers and motor vehicles.

The Contractor shall furnish and set up all MOT equipment and devices. The Contractor shall also be responsible for the maintenance and daily inspection of the MOT.

The Contractor is to provide a Certified Worksite Traffic Supervisor in accordance with FDOT Standard Specifications (Section 102 and 105). The Contractor shall provide the City's Designee with a copy of the certification(s) prior to the beginning of the Work. No Work shall begin until the MOT is set up and satisfactorily inspected by the worksite Traffic Supervisor.

No closures will be set up without approval from the City's Designee.

### **3.4 SIGNING AND MARKING**

Traffic Signs shall be fabricated and installed by the Contractor in accordance with appropriate Manual on Uniform Traffic Control Devices (MUTCD) and FDOT Standards.

Reflective sheeting for traffic signs shall be of High Intensity or greater reflectivity with the exception of STOP Signs. STOP signs shall be of "diamond grade" equivalent prismatic reflectivity or greater.

The sign posts are to be painted; signposts shall be powder coated and painted black to meet federal standard 595B utilizing color # 27038 – black semi-gloss.

### **3.5 LOCATION**

The City's Public Works Department will provide the successful Respondent a list of all tree locations, by address, in general order by street, (from a computerized tree inventory) which require trimming for adequate clearance for vehicular and pedestrian traffic. The computerized list will identify each tree with exact address, property cell number and serial number of each tree to be trimmed. The City will identify each tree that is to be trimmed at a specific location by painting a white dot on the edge of the pavement in front of the tree.

An on-site demonstration shall be conducted to show how each tree is identified using the computer-generated list.

All Work is to be performed on the public right-of-way. No permission will be given to trespass on adjoining private property.

Upon completion of trimming, Contractor shall spray paint a gray dot on the edge of pavement in front of trimmed tree. The City will verify completion and if a tree is not acceptable, the City and the Contractor will review it for resolution.

### **3.6 ADDITIONAL TREES MAY BE ADDED**

Although this Solicitation identifies an estimated number of trees to be serviced, it is hereby agreed and understood that additional tree trimmings may be added to the resulting Contract at the option of the City, at the awarded Bid price.

### **3.7 PROPERTY CONDITIONS**

If property is damaged performing Work specified 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. Such property shall include but not be limited to: sidewalks, landscaping, vehicles, utilities, swales, plants, etc.

- The Contractor shall notify the City's Designee of the Work site having pre-existing damage to sidewalks, swales, private property, utilities, etc. before beginning the Work. Failure to do so shall obligate the Contractor to make repairs per this solicitation.
- The Contractor shall be responsible for securing all Work areas to be safe.

### **3.8 HOURS OF WORK**

The Contractor will perform Work from Monday through Friday from 8:00 a.m. to 5:00 p.m. excluding Holidays. No Work shall be done at all on Saturday or Sunday or any day between the hours of 5:00 p.m. and 8:00 a.m., unless permission is given, in writing, by the Director of Public Works or his authorized representative. Contractor shall notify the City's designee one day prior of the area scheduled to be trimmed so the progress of Work can be monitored.

### **3.9 EMPLOYEES**

The Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identifications at all times.

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor sole direction, and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees and the City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. City shall not have any duty to implement or enforce such requirements.

The Contractor shall assign an "On Duty" supervisor who speaks and reads English fluently.

### **3.10 REMOVAL AND DISPOSAL**

The Contractor shall be responsible for removing all cut limbs and all other debris from the Work site daily, leaving the general area in clean and neat condition acceptable to the City.

All limbs, leaves, chips and other debris shall be removed daily and disposed of legally and not left for disposal by City forces.

**LEGAL DUMPING OF TREE DEBRIS SHALL BE VERIFIED BY THE CONTRACTOR VIA LEGAL DUMPING TICKETS, DOCUMENTED DERM AUTHORIZED PRIVATE LAND SITE OR OTHER LEGALLY AUTHORIZED DUMPING SITES. EVERY TRUCK MUST BE ACCOUNTED FOR AND VERIFIED.**

The average number of City swale trees trimmed that fill a standard ten (10) cubic yard chipper truck is ten (10) trees. The cost of dumping shall be calculated into the proposal for total number of trees to be trimmed by the Contractor.

Multiple instances of trimming debris remaining on the ground after Work has been performed may constitute termination of the Contract.

### **3.11 PRUNING STANDARDS**

All pruning shall be done under the direction of an I.S.A. Certified Arborist.

All tree Work shall be done in accordance with the ANSI Z133-2017, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators and the City of North Miami Code of Ordinances, Chapter 29, Division 23 – Tree Preservation and Protection.

All Work that requires the use of public streets shall be done in accordance with Federal Highway Administration's Manual on Uniform Traffic Control Devices (MUTCD), and in compliance with FDOT Temporary Traffic Control (Maintenance of Traffic) Regulations.

All pruning and pruning cuts shall be done in accordance with the A300 (Part1) – 2017 Pruning standard and as summarized as follows:

- All branches or limbs should be cut flush with the supporting trunk or limb. This cut should not be made to create an unduly large open area, but should be cut far enough away from the main branch to leave the branch collar intact. To avoid splitting back the branch and tearing the bark, three cuts should be made: An undercut is made approximately a foot away from the limb junction. The limb is “stub cut.” The final cut is made at the crotch, leaving as small a wound as possible.
- All branches shall be removed by the three cut method to avoid splitting or tearing of the bark. Where necessary, ropes or other equipment should be used to lower large branches or stubs to the ground.
- All cuts shall be made as close as possible to the trunk or parent stem, without cutting into the branch collar or leaving a protruding stub. Bark at the edge of all pruning cuts should remain firmly attached.
- When a branch is shortened to provide the required clearance, the remaining lateral should be large enough to assume the terminal role. The lateral should be at least 1/3 the diameter of the branch being removed.
- Treatment of cuts and wounds with wound dressing or paints is not required.
- Equipment that will damage the bark and cambium layer shall not be used on or in the tree. For example, the use of climbing spurs (hooks, irons) is not an acceptable Work practice for pruning operations on live trees. Sharp tools shall be used so that clean cuts will be made at all times.
- All cut limbs shall be removed from the crown upon completion of the pruning.
- To achieve bid objective for roadway and sidewalk clearances, large cuts or larger branch removal is preferable to multiple small cuts where possible.

### **3.12 PROJECT COORDINATION**

Upon Issuance of a Notice to Proceed the Contractor will conduct Project coordination meetings with the City’s designee every two weeks, or as agreed to by the City, through the duration of the Project. The Contractor will be responsible for taking and distributing official meeting minutes that accurately reflect the discussions and decisions conveyed at each meeting.

### **END OF SECTION**



## **SECTION 4.0**

### **PRICE PROPOSAL FORM**



**PRICE PROPOSAL FORM**

**TREE TRIMMING SERVICES  
IFB No. 36-18-19**

The proposed price shall include the total cost to complete the Tree Trimming Services including but not limited to, materials, labor, supervision, equipment, and all other required services, as needed to fully perform the scope of work described under Section 3.0.

<b>Tree Trimming Services</b>				
<b>Item No.</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit Cost</b>	<b>Extended Total</b>
1	Cost Per Tree To Provide Tree Trimming Services as Described Herein.	2,400	\$ _____	\$ _____
<b>Grand Total:</b>				\$ _____

**NOTES:**

- Respondent(s), 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. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Although this solicitation and resultant contract states an estimated number of trees to be trimmed annually, it is understood and agreed that the City may require additional trees to be trimmed based upon increases in its annual Tree Trimming Budget at the unit price quoted above.
- Respondent(s) understand and agree to be bound by the conditions included in this Solicitation and shall comply with all requirements contained therein.

---

Company Name

---

Authorized Company Representative (Print Name)

Title:

---

Signature

Date:



## **SECTION 5.0**

### **COVER PAGE & CONTACT INFORMATION FORM**



**COVER PAGE & CONTACT PERSON INFORMATION**

**TREE TRIMMING SERVICES  
IFB No. 36-18-19**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Business/Respondent(s): \_\_\_\_\_

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee  
Identification Number (FEIN): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method 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 ninety (90) 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: \_\_\_\_\_



## **Section 6.0**

### **Minimum Requirements & Bid Submittal Checklist**



## MINIMUM REQUIREMENTS CHECKLIST

### TREE TRIMMING SERVICES IFB No. 36-18-19

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	<b>Attach Copy of Active Sunbiz.org Registration</b> <input type="checkbox"/>
2.)	Respondent must demonstrate that it has been in business in this line of work in the State of Florida for at least five (5) years and must provide adequate proof of same by submitting a summary of work (contracts) performed over the last five (5) years.	<b>Attach Summary of Contracts</b> <input type="checkbox"/>
3.)	The Respondent must have a valid Miami-Dade County Landscaper Permit.	<b>Attach Copy of Valid Miami-Dade County Landscaper Permit</b> <input type="checkbox"/>
4.)	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 the following:  a) <b>Certified Arborist by the International Society of Arborists (ISA)</b>	<b>Attach Copy of Active License(s)</b> <input type="checkbox"/>
5.)	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 of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last ten (10) years.	<b>Attach Copy of City Contract Form A-14</b> <input type="checkbox"/>



## **RESPONSE SUBMITTAL CHECKLIST**

### **TREE TRIMMING SERVICES IFB No. 36-18-19**

This checklist is provided for Bidder's convenience only and identifies the sections of this submittal document to be completed and submitted with each Response. Any Bid 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 Proposal 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 Bid Certificate	
	A-3 Local Preference Affidavit ( <i>if applicable</i> )	
	A-3(a) Statement of Intent ( <i>if applicable</i> )	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda ( <i>if applicable</i> )	
	A-6 Disclosure of Subcontractors & Suppliers ( <i>if applicable</i> )	
	A-7 Insurance Requirements	
	A-14 References	



## **APPENDIX "A"**

### **CONE OF SILENCE**

## **Cone of Silence Notification**

### **TREE TRIMMING SERVICES IFB No. 36-18-19**

#### **Sec. 7-192. Cone of Silence.**

(a) Purpose and intent. The requirements of section 2-11.1, Cone of Silence Ordinances of the Code of Miami-Dade County, Florida, as amended, shall be applicable to the city. It is the intent of this code to prevent potential bidders, offerors or service providers from communicating with city department heads, their staff or selection and evaluation committee members during the period of time in which the cone of silence is imposed.

**(b) Cone of silence is defined to mean a PROHIBITION on:**

(1) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the city's professional staff including, but not limited to, the city manager and his or her staff;

(2) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the city's professional staff including, but not limited to, the city manager and his or her staff;

(3) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and any member of the selection committee or evaluation committee;

(4) Any communication regarding a particular RFP, RFQ or IFB between the mayor, city council or their respective staffs and any member of the selection committee or evaluation committee; and

(5) Any communication regarding a particular RFP, RFQ or IFB between a potential offeror, service provider, bidder, lobbyist, or consultant and the mayor, City Council and their respective staffs.

(c) The city manager and the chairperson of the selection committee may communicate about a particular selection committee recommendation, but only after the committee has submitted an award recommendation to the city manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the city manager.

**(d) Notwithstanding the foregoing, the cone of silence shall not apply to:**

(1) Competitive processes for the award of CDBG, HOME, and SHIP funds and community-based organization (CBO) competitive grant processes, administered by the city;

(2) Communications with the city attorney and his or her staff;

(3) Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the city manager makes a written recommendation;

(4) Emergency procurements of goods or services pursuant to section 7-144;

(5) Communications regarding a particular RFP, RFQ or IFB between any person and the director of the purchasing department or designee, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; and

(6) Communications regarding a particular proposal, quotation or bid between the director of the purchasing department or designee and a member of the selection committee or evaluation committee provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.

**Sec. 7-193. Procedure.**

(a) A cone of silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. 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 notice with the city clerk, with a 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 RFP, RFQ or IFB shall not preclude procurement staff from obtaining industry comment or performing market research provided all communications related thereto with a potential offeror, service provider, bidder, lobbyist, or consultant are in writing or are made at a duly noticed public meeting.

(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until such time as the city manager makes a subsequent written recommendation of award. If the city manager rejects all bids or proposals submitted in response to an RFP or IFB and concurrently requests the re-issuance of an RFP or IFB, the rejected bids or proposals shall remain under the cone of silence until such time the city manager issues a written recommendation of award or until the city manager withdraws the re-issued RFP or IFB.

(c) Exceptions. The provisions of this code shall not apply to oral communications at pre-bid conferences, oral presentations before selection committees or evaluation committees, contract negotiations during any duly noticed public meeting, public presentations made to the city council during any duly noticed public meeting or communications in writing at any time with any city employee, official or member of the city council unless specifically prohibited by the applicable RFP, RFQ or IFB documents. The offeror or bidder shall file a copy of any written communication with the city clerk. The cone of silence shall not apply to small purchases or emergency purchases, pursuant to this code.



### COVER PAGE & CONTACT PERSON INFORMATION

#### **TREE TRIMMING SERVICES IFB No. 36-18-19**

This form should be included as the very first page of your Proposal. Please complete the form in its entirety and have it signed by an authorized officer and/or principal of the Respondent. The "Contact Person" listed below should be an authorized designee of the Respondent whom the City may contact for any questions and/or to forward any correspondence related to this Solicitation.

Legal Name of  
Business/Respondent(s): Green Wise Group, LLC

Doing Business As (DBA)  
*If applicable:* \_\_\_\_\_

Federal Employee  
Identification Number (FEIN): 26-3912746

Mailing Address: PO Box 901733

City, State, Zip Code: Homestead, FL 33090

Contact Person: Gene Sherwood / Jeanne Sherwood

Title: Owner

Email Address: greenwisegroupoffice@gmail.com

Telephone Number: 786 521 4501

Fax Number:

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method 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 ninety (90) 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: Green Wise Group, LLC

Authorized Signature: 

Title of Officer: Manager



**PRICE PROPOSAL FORM**

**TREE TRIMMING SERVICES**  
**IFB No. 36-18-19**

The proposed price shall include the total cost to complete the Tree Trimming Services including but not limited to, materials, labor, supervision, equipment, and all other required services, as needed to fully perform the scope of work described under Section 3.0.

<b>Tree Trimming Services</b>				
<b>Item No.</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>Unit Cost</b>	<b>Extended Total</b>
1	Cost Per Tree To Provide Tree Trimming Services as Described Herein.	2,400	\$ <u>31.99</u>	\$ <u>76,776.00</u>
<b>Grand Total:</b>				\$ <u>76,776.00</u>

**NOTES:**

- Respondent(s), 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. Moreover, the Respondent(s) agrees to hold this offer open for a period of ninety (90) days from Bid Opening.
- Although this solicitation and resultant contract states an estimated number of trees to be trimmed annually, it is understood and agreed that the City may require additional trees to be trimmed based upon increases in its annual Tree Trimming Budget at the unit price quoted above.
- Respondent(s) understand and agree to be bound by the conditions included in this Solicitation and shall comply with all requirements contained therein.

Green Wise Group LLC

Company Name

Jeanne Sherwood

Authorized Company Representative (Print Name)

Manager

Title:

Jeanne Sherwood  
Signature

Date: 10/29/19



### RESPONSE SUBMITTAL CHECKLIST

#### TREE TRIMMING SERVICES IFB No. 36-18-19

This checklist is provided for Bidder's convenience only and identifies the sections of this submittal document to be completed and submitted with each Response. Any Bid 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: Green Wise Group, LLC

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
1-2	Cover Page/Information Sheet	
3-10	Minimum Requirements	
11	Price Proposal Form	
12	Response Submittal Checklist	
Tab/Page No.	Section Two (2) City Contract Forms	OFFICE USE ONLY
13-14	A-1 Public Entity Crimes Affidavit	
15-16	A-2 Non- Collusive Bid Certificate	
N/A	A-3 Local Preference Affidavit (if applicable)	
N/A	A-3(a) Statement of Intent (if applicable)	
17-21	A-4 Questionnaire Instructions	
22	A-5 Acknowledgement of Addenda (if applicable)	
N/A	A-6 Disclosure of Subcontractors & Suppliers (if applicable)	
23	A-7 Insurance Requirements	
24.	A-14 References	



**SWORN STATEMENT UNDER SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

1. This sworn statement is submitted to City of North Miami [print name of public entity] by Jeanne Sherwood, Manager [print individual's name and title] for Green Wise Group LLC [print name of entity submitting sworn statement] whose business address is PO Box 901733, Homestead, FL 33090 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3972746 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:
  1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a *prima facie* case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**FORM A-1**

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this 29 day of October, 20 19.

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of Florida

(Type of Identification) My commission expires 07/08/2022

 (Printed typed or stamped Commissioned name of Notary Public)





**FORM "A-2"**

NON-COLLUSIVE BIDDER CERTIFICATE  
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, on this day personally appeared Jeanne Sherwood (Authorized Officer), who being by me duly sworn, deposes and says:



6. That no officer of GreenWise Group LLC has, within Affiant's knowledge, during such 6 months made on behalf of its or for its benefit any such contract or agreement as is specified in this Affidavit.
7. That these representations and warranties will be true at the time of the bid opening.

Jeanne Sherwood

By: Jeanne Sherwood

Its: Manager  
Authority Warranted

SWORN TO and subscribed before me this 29 day of October, 2019.





## FORM A-5

### ADDENDUM TO BID DOCUMENTS

BID NUMBER:

36-18-19

BID OPENING DATE:

\_\_\_\_\_

To All Bidders:

It is the Bidder's responsibility to assure receipt of all addenda. The Bidder should verify with the designated Contracting Officer prior to submitting a proposal that all addenda have been received. Bidder's are required to acknowledge the number of addenda received as part of their proposals.

This form must be returned with your bid as acknowledgement of receipt of all addenda issued for this RFP,RFQ or IFB and must be signed in the space provided below. Bidder's failure to return this form will be deemed non-responsive and will not be considered for contract award.

---

Please initial to acknowledge receipt of addenda pertaining to this contract:

Addendum No. 1

JB

Addendum No. 2

\_\_\_\_\_

Addendum No. 3

\_\_\_\_\_

Addendum No. 4

\_\_\_\_\_

Addendum No. 5

\_\_\_\_\_

Addendum No. 6

\_\_\_\_\_

Addendum No. 7

\_\_\_\_\_

Addendum No. 8

\_\_\_\_\_

Addendum No. 9

\_\_\_\_\_

Addendum No. 10

\_\_\_\_\_

Acknowledged by:

Name:

Jeanne Sherwood

Signature:

Jeanne Sherwood

Date:

10/29/19



### REFERENCES (Form A-14)

List a minimum of three (3)

Name: Old Cutler Lakes by the Bay Contact: Tara Walker

Address: 8951 SW 10th Ave, Ste 201

City: Cutler Bay State: FL Zip: 33157

Contact Person: Tara Walker

Phone: 305 232 0354 E-Mail: twalker.LBTB@gmail.com

Type of Job Performed & Cost Annual Tree Trimming - \$85,000.00

---

Name: Miami Dade Public Schools Contact: Alec Jitta

Address: 2925 NW 41 St

City: Miami State: FL Zip: 33142

Contact Person: Alec Jitta

Phone: 305 873 9404 E-Mail: A.Jitta@schools.net

Type of Job Performed & Cost Tree Trimming - \$ 50,000.00

---

Name: University of Miami Contact: Son Vo

Address: 1535 Levante Ave

City: Coral Gables State: FL Zip: 33144

Contact Person: Son Vo

Phone: 305 284 8650 E-Mail: S.Vo@miami.edu

Type of Job Performed & Cost Weekly Tree Trimming - \$125,000.00

---



**MINIMUM REQUIREMENTS CHECKLIST**

**TREE TRIMMING SERVICES**  
**IFB NO. 36-18-19**

#	Description	Checklist
1.)	The Respondent shall be licensed to do business in the State of Florida.	<b>Attach Copy of Active Sunbiz.org Registration</b> <input type="checkbox"/>
2.)	Respondent must demonstrate that it has been in business in this line of work in the State of Florida for at least five (5) years and must provide adequate proof of same by submitting a summary of work (contracts) performed over the last five (5) years.	<b>Attach Summary of Contracts</b> <input type="checkbox"/>
3.)	The Respondent must have a valid Miami-Dade County Landscaper Permit.	<b>Attach Copy of Valid Miami-Dade County Landscaper Permit</b> <input type="checkbox"/>
4.)	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 the following:  a) <b>Certified Arborist by the International Society of Arborists (ISA)</b>	<b>Attach Copy of Active License(s)</b> <input type="checkbox"/>
5.)	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 of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last ten (10) years.	<b>Attach Copy of City Contract Form A-14</b> <input type="checkbox"/>

**2019 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L09000001319

**Entity Name:** GREEN WISE GROUP LLC

**Current Principal Place of Business:**

18430 SW 224 STREET  
MIAMI, FL 33170

**Current Mailing Address:**

PO BOX 901733  
HOMESTEAD, FL 33090 US

**FEI Number:** 26-3972746

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

SHERWOOD, EUGENE J  
18430 SW 224 STREET  
MIAMI, FL 33170 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:** EUGENE J SHERWOOD

04/27/2019

Electronic Signature of Registered Agent

Date

**Authorized Person(s) Detail :**

Title	MGRM	Title	MGR
Name	SHERWOOD, EUGENE J	Name	SHERWOOD, JEANNE M
Address	18430 SW 224 STREET	Address	18430 SW 224 STREET
City-State-Zip:	MIAMI FL 33170	City-State-Zip:	MIAMI FL 33170

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** JEANNE SHERWOODQ

MANAGER

04/27/2019

Electronic Signature of Signing Authorized Person(s) Detail

Date



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

## Detail by Entity Name

Florida Limited Liability Company  
GREEN WISE GROUP LLC

### Filing Information

**Document Number** L09000001319  
**FEI/EIN Number** 26-3972746  
**Date Filed** 01/06/2009  
**Effective Date** 01/06/2009  
**State** FL  
**Status** ACTIVE  
**Last Event** LC AMENDMENT  
**Event Date Filed** 04/09/2009  
**Event Effective Date** NONE

### Principal Address

18430 SW 224 STREET  
MIAMI, FL 33170

Changed: 04/10/2018

### Mailing Address

PO BOX 901733  
HOMESTEAD, FL 33090

Changed: 04/30/2015

### Registered Agent Name & Address

SHERWOOD, EUGENE J  
18430 SW 224 STREET  
MIAMI, FL 33170

Name Changed: 04/30/2015

Address Changed: 04/10/2018

### Authorized Person(s) Detail

#### **Name & Address**

Title MGRM

SHERWOOD, EUGENE J  
18430 SW 224 STREET

MIAMI, FL 33170

Title MGR

SHERWOOD, JEANNE M  
18430 SW 224 STREET  
MIAMI, FL 33170

Annual Reports

Report Year	Filed Date
2017	04/20/2017
2018	04/10/2018
2019	04/27/2019

Document Images

<a href="#">04/27/2019 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/10/2018 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/20/2017 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/27/2016 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2015 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">06/21/2014 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/30/2013 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2012 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/28/2011 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">09/17/2010 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">04/09/2009 -- LC Amendment</a>	<a href="#">View image in PDF format</a>
<a href="#">01/06/2009 -- Florida Limited Liability</a>	<a href="#">View image in PDF format</a>



PO Box 901733, Homestead, FL 33090

Phone 786-521-6501

[www.greenwisegroup.com](http://www.greenwisegroup.com)

City of North Miami  
Tree Trimming Services  
IFB No. 36-18-19

### **Summary of Contracts**

#### **Old Cutler Lakes by the Bay**

- Community wide tree trimming including all roads throughout homeowner's association
- Work performed 2009 – present

#### **Florida International University**

- Campus wide tree trimming including all roads throughout campus.
- Work performed 2011 - 2017

#### **Waterstone Master Association**

- Community wide tree trimming including all roads throughout homeowner's association
- Work performed 2012 – present

#### **Everglades Housing Group**

- Community wide tree trimming including all roads throughout community
- Work performed 2012 – present

#### **University of Miami**

- Campus wide tree trimming including all roads throughout campus
- Work performed 2016 – present

#### **Miami Dade County Public Schools**

- Tree trimming on school grounds throughout the county
- Work performed 2016 - present

LF20-0053

2019-2020

MIAMI-DADE  
COUNTY

Department of Solid Waste Management

PERMITTED LANDSCAPER

LANDFILL REGISTERED

VEHICLE

EXPIRES: SEPTEMBER 30, 2020

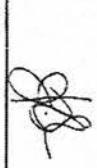
PERMIT #

3007022

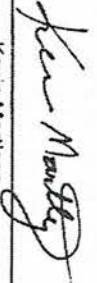
INTERNATIONAL SOCIETY OF ARBORICULTURE  
CERTIFIED ARBORIST™

Gene Sherwood

Having successfully completed the requirements set by the Arborist Certification  
Board of the International Society of Arboriculture,  
the above named is hereby recognized as an ISA Certified Arborist®



Jim Skiera, Executive Director  
International Society of Arboriculture



Kevin Martlage  
Director of Professional Development  
International Society of Arboriculture

---

FL-0989A      30 Mar 2002      30 Jun 2020

Certification Number

Certified Since

Expiration Date





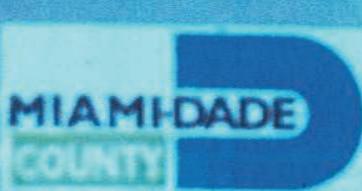
### REFERENCES (Form A-14)

List a minimum of three (3)

Name: Old Cutler Lakes by the Bay Contact: Tara Walker  
Address: 8951 SW 10th Ave, Ste 201  
City: Cutler Bay State: FL Zip: 33157  
Contact Person: Tara Walker  
Phone: 305 232 0354 E-Mail: twalker.LBTB@gmail.com  
Type of Job Performed & Cost Annual Tree Trimming - \$85,000.00

Name: Miami Dade Public Schools Contact: Alec Jitta  
Address: 2925 NW 41st St  
City: Miami State: FL Zip: 33142  
Contact Person: Alec Jitta  
Phone: 305 873 9404 E-Mail: AJitta@mdadschools.net  
Type of Job Performed & Cost Tree Trimming - \$ 50,000.00

Name: University of Miami Contact: Son Vo  
Address: 1535 Levante Ave  
City: Coral Gables State: FL Zip: 33144  
Contact Person: Son Vo  
Phone: 305 284 8650. E-Mail: S.Vo@miami.edu  
Type of Job Performed & Cost Weekly Tree Trimming - \$125,000.00



LF20-0053

**2019-2020**

**Department of Solid Waste Management**

**PERMITTED LANDSCAPER**

**LANDFILL REGISTERED  
VEHICLE**

**EXPIRES: SEPTEMBER 30, 2020**

**PERMIT#**

**30070221**