



INVITATION FOR BID

2025 NEAT STREETS PLANTING PROJECT IFB No. 39-24-25

ADVERTISEMENT DATE
TUESDAY, JULY 15, 2025

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
WEDNESDAY, JULY 23, 2025 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

BID SUBMITTAL DEADLINE
MONDAY, AUGUST 18, 2025 – BY NO LATER THAN 3:30 P.M. (LOCAL TIME)

AT

**CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, FIRST FLOOR
776 N.E. 125TH STREET
NORTH MIAMI, FL 33161-4116**

Copies of this Solicitation may be obtained by contacting DemandStar at www.demandstar.com or calling 866-273-1863 and request Document **No. 39-24-25** or by visiting our website at <https://www.northmiamifl.gov/bids.aspx>

Contact Person: Corey McCall, Purchasing Agent
Email: purchasing@northmiamifl.gov



The City of North Miami, Florida, herein after referred to as "City", is hereby soliciting Bids from qualified, licensed and experienced landscaping contractors ("Bidders" or "Respondents") to provide the necessary supervision, labor and materials required for the City's 2025 Neat Streets Planting Project. This project is intended to provide additional canopy coverage for the City thereby improving the quality of life for the City's residents and visitors alike.

Please submit one (1) original Proposal and (1) digital copy on a USB Flash Drive. Bids must be submitted in a sealed envelope bearing the name and address of the Bidder, as well as the number and title of this Solicitation, by no later than the date and time specified in the table below.

All Bids must be addressed to the City of North Miami, Office of the City Clerk, First Floor - City Hall, 776 N E 125th Street, North Miami, Florida 33161. Bids received after the deadline will not be considered and no time extensions will be permitted. All Bids received on a timely basis shall be opened and read in the City of North Miami Council Chambers, located on the Second Floor of City Hall, shortly after the Submittal Deadline has passed.

The bid opening for this Solicitation will be live-streamed from the Council Chambers on the second floor of City Hall located at 776 NE 125th Street, North Miami, FL 33161. The live-stream can be viewed online at <https://livestream.com/cityofnorthmiami>

Bids must be clearly marked as follows

**IMPORTANT - BID PROPOSAL ENCLOSED
2025 Neat Streets Planting Project
IFB No. 39-24-25**

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

Event	Date	Time
Advertisement Date	Tuesday, July 15, 2025	
Deadline for Questions/Requests for Clarification	Wednesday, July 23, 2025	3:30 p.m.
Deadline for Bid Submittals	Monday, August 18, 2025	3:30 p.m.
City Council Contract Approval Date	TBD	TBD

Note: The City reserves the right to modify the above schedule as needed.

CONE OF SILENCE ORDINANCE

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 **Appendix "E"** of this Solicitation.

We look forward to your participation in this Solicitation.

Sincerely,

Alberto Destrade

Alberto Destrade, Purchasing Director

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All of our contract forms can be found on our website at:

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- A-2** Non-Collusive Bid Certificate
- A-3** Local Preference Affidavit (*if applicable*)
- A-3(a)** Statement of intent (*if applicable*)
- A-4** Questionnaire Instructions
- A-5** Addendum to Bid Documents
- A-6** Proposer’s Disclosure of Subcontractors and Suppliers (*if applicable*)
- A-7** General Insurance Requirements
- A-9** Bid Bond ((*N/A*)
- A-10** Performance Bond (*N/A*)
- A-11** Labor and Material Payment Bond (*N/A*)
- A-14** References

SECTION 1.0 INSTRUCTIONS TO BIDDERS 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 SEALED BIDS:

Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All Bids are subject to the conditions specified herein and in the attached Special Conditions, Specifications and Bid Form. The completed Bid must be submitted in a sealed envelope clearly marked with the Solicitation Title to the Office of the City Clerk of North Miami, City Hall, 776 NE 125th Street, North Miami, Florida 33161 by the deadline specified on the cover page of this Solicitation.

1.3 CITY OVERVIEW

North Miami, Florida (est. pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the sixth-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.

1.4 EXECUTION OF BID:

The Bid must contain a manual signature of an authorized representative in the space provided on the Bid Form. Failure to properly sign the Bid shall invalidate same and it shall NOT be considered for award. **All bids must be completed in pen or be typed. No erasures are permitted.** If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The

original bid conditions and specifications CANNOT be changed or altered in any way after being submitted to the City.

1.5 INVITATION

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

1.6 PRICES QUOTES

Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the Bid specifications. In case of discrepancy in computing the amount of the Bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts are to be given for prompt payment. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposed separately, and no attempts are to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of Bid(s). All prices quoted shall be guaranteed for 90 days from Bid date unless otherwise specified in Special Conditions.

1.7 TAXES:

The City of North Miami is exempt from all federal excise and state taxes. The applicable tax exemption number is shown on the Purchase Order.

1.8 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and Services. Failure to do so will be at the Bidder's risk.

1.9 UNDERWRITERS' LABORATORIES:

Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.10 BID'S CONDITIONS:

The City reserves the right to waive irregularities in Bids or to reject all Bids or any part deemed necessary for the best interest

of the City of North Miami, Florida.

1.11 PRODUCTS, MATERIALS WITH RECYCLED CONTENT:

It is the intent and policy of the City of North Miami, Florida, that the needs of the City for products and materials be made using recycled contents whenever possible. Bidders must certify in writing the percentage of recycled content in the product or material. "Recycled content" means materials that have been recycled that are contained in the products or materials to be procured, including, but not limited to, paper, aluminum, glass, and composted material. The minimum percentage of recycled content shall be twenty-five (25) percent of materials recovered from post-consumer waste. The term does not include internally generated scrap that is commonly used in industrial or manufactured processes or waste, or scrap purchased from another manufacturer who manufactures the same or a closely related product. The city may allow up to ten (10) percent price difference to a responsible Bidder who has certified in writing the above-recycled content.

1.12 EQUIVALENTS:

If Bidder offers makes of equipment or brands of supplies other than those specified, it must be indicated in the Bid. Specific article(s) of equipment/supplies shall conform in quality, design, and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers, and brand names, where listed are informational guides as to a standard of acceptable quality level only and should not be construed as an endorsement or product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturers' name and number if proposing other than the specified brands and shall indicate ANY deviation from the specifications as listed. Other than specified items offered require complete descriptive technical literature marked to indicate detail(s) conformance with specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the Bid will be considered incomplete and not in compliance with the specifications as listed on the attached form.

1.13 NON-CONFORMANCE TO CONTRACT CONDITIONS:

Items may be tested for compliance with specifications. Any item delivered, not conforming to

specifications, may be rejected, and returned at Bidder's expense. These items and items not delivered as per delivery date in Bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder. Any violation of these stipulations may also result in Bidder's Name being removed from the vendor list.

1.14 DELIVERY:

Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (on calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City, Monday through Friday, excluding holidays.

1.15 INTERPRETATIONS:

Unless otherwise stated in the Bid, any questions concerning conditions and specifications should be submitted in writing to the Purchasing Department, purchasing@northmiamifl.gov.

1.16 AWARDS:

The City reserves the right to reject all Bids, or any portion of any Bid deemed necessary for the best interest of the City; to accept any item or group of items; to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this Bid shall conform to applicable Florida Statutes.

1.17 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, unopened.

1.18 INSPECTION, ACCEPTANCE & TITLE:

Inspection and acceptance will be FOB destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage is the result of gross negligence by the City. If the materials or Services supplied to the City are found to be defective or not conform to specifications, the City reserves

the right to cancel the order upon written notice to the seller and return product at Bidder's expense.

1.19 PAYMENT:

Payment will be made by the City after the services awarded to a Bidder have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

1.20 DISPUTES:

In case of any doubt or difference of opinion as to the items to be furnished here under, the decision of the City shall be final and binding on both parties.

1.21 LEGAL REQUIREMENTS:

Federal, State, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

1.22 PATENTS & ROYALTIES:

The Bidder, without exception, shall indemnify and save harmless the City of North Miami, Florida, and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the City. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the Work.

1.23 OSHA:

The Bidder warrants that the product and Services supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of Contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

1.24 SAFETY PRECAUTIONS:

The Bidder shall, if required, maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient lighting for the prevention of accidents and all minimum safety standards required by municipal, County, State and Federal ordinances and laws shall be strictly met by the Bidder.

1.25 SPECIAL CONDITIONS:

Any and all Special Conditions that may vary from these general instructions shall take precedence.

1.26ANTI-DISCRIMINATION:

The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin.

1.27QUALITY:

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this Bid shall be new. The items listed in the Bid must be new, unless recycled materials are certified by Bidder, the latest model, of the best quality, and highest-grade workmanship.

1.28LIABILITY, INSURANCE, LICENSES AND PERMITS:

Where Bidders are required to enter or go onto City of North Miami property to deliver materials or perform Work or Services as a result of a Bid award, the successful Bidder will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits and insurance and assure all Work complies with all Miami-Dade County and City of North Miami building requirements and the South Florida Building Code. The Bidder shall be liable for any damages or loss to the City occasioned by negligence of the Bidder (or agent) or any person the Bidder has designated in the completion of the contract as a result of the Bid.

1.29PUBLIC ENTITY CRIMES AFFIDAVIT

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

1.30PUBLIC 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 of such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.33LOBBYING

All Respondents, their agents and proposed sub-consultants or Subcontractors, are hereby placed on notice that the City Council, any evaluation committee members, neither employees of the City nor 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 designee (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.

1.34SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Section 7-160 (a), (b) & (c), City Code, the Purchasing Director 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 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.

1.35 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Department, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail 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) and Demand Star at www.demandstar.com or calling 866-273-1863 and requesting the corresponding documents number.

1.36 VERBAL REPRESENTATION

No verbal 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.

1.37 ADDENDA

If any Solicitation revisions become necessary, the City will post written addenda on the City web's site at www.northmiamifl.gov and on Demand Star by Onvia at www.demandstar.com or calling 866-273-1863 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site (www.northmiamifl.gov) and Demand Star at www.demandstar.com or calling 866-273-1863 and requesting the corresponding document number. All addenda placed on the Demand Star can be downloaded.**

1.38 CANCELLATION OF CONTRACT

The City reserves the right to cancel this Contract by written notice to the Contractor effective the date specified in the notice should any of the following applies:

- A) The Contractor is determined by the City to be in breach of any of the terms and conditions of the Contract and/or to have failed to perform his/her Services in a manner satisfactory to the City. In the event the Contractor is found to be in

default, the Contractor will be paid for all labor materials provided as of the termination date. No consideration will be given for anticipated loss of revenue or the canceled portions of the Contract.

- B) The City Manager has determined that such cancellation will be in the best interest of the City to cancel the Contract for its own convenience.
- C) Funds are not available to cover the cost of the Services. The City's obligation is contingent upon the availability of appropriate funds.

1.39 BID PROTEST

Respondents should refer to Section 7-158 of the City Code of Ordinances for provisions relating to protests of Solicitations and awards.

1.40 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.

1.41 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.

1.42 SUBSTITUTIONS:

The City of North Miami, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their Bid once awarded. Any substitute shipments will be returned at the Bidder's expense.

1.43 BID SUBMITTAL AND OPENING

All responses 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 personnel 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.

1.44 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any contract, including any or all of its right, title, or interest therein, or his or its power to execute such contract to any person, company, or corporation without prior written consent of the City.

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

1.45 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. Once Bids are opened, they become the property of the City and will not be returned to Respondents even if they are subsequently withdrawn from consideration.

1.46 PUBLIC RECORDS AND EXEMPTIONS

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, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

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 thirty (30) days after the response opening, whichever is earlier.

1.47 REJECTION OF BID PROPOSALS

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

- (1) When such rejection is in the best interest of the City;
- (2) If the Bid is deemed to be non-responsive;
- (3) If the Bidder is deemed to be non-responsible;

OR,

- (4) If the Bid contains any material irregularities.

Minor irregularities contained in Bid Proposal may 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.

1.48 BIDDER FACILITIES

The City reserves the right to inspect the Bidder's facilities (offices) at any time with prior notice.

1.49 APPLICABLE LAW AND VENUE

The laws of the State of Florida shall govern the Contract between the City of North Miami and the successful Bidder, and any legal action shall be brought in Miami-Dade County, Florida.

1.50 CLARIFICATIONS AND ADDENDA TO THIS SOLICITATION

If any person contemplating submitting a Bid under this Invitation for Bid has any questions as to the actual meaning and intent of this Solicitation, specifications or any document reference herein, the Bidder must submit to the Purchasing Department a request for clarification by the deadline stipulated on the Solicitation Timetable. All such questions or requests for clarification must be made in writing and submitted on a timely basis.

The only official responses to questions submitted or requests for clarifications will be issued and posted via Addendum by the Purchasing Department. The City may also issue addendums regarding changes in the Solicitation Timetable and revisions of any kind to the Bid Documents. It is the responsibility of each Bidder to track any addendums issued by the City and to acknowledge said addendums as part of their Bid Proposals.

In the event there is a conflict between the original Solicitation documents and any addendum issued by the City, the addendum shall govern to the extent specified. Subsequent addendum(s) shall govern over prior addendum(s) only to the extent specified.

1.51 BID REVIEW

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.

1.52 CITY OPTIONS

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

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

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

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

1.53 CONTRACT AWARD

The City anticipates the award of one Contract but reserves the right not to make any award whatsoever, or award to multiple Bidders, 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.

- A) A Contract may be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s), conforming to the Invitation for

Bid, is most advantageous to the City of North Miami. The lowest responsive, responsible Bidder(s) will be determined in conjunction with the method of award which is described in the Special Conditions. Tie Bids will be decided as described in Special Conditions.

- B) The City shall award a Contract to a Bidder through action taken by either the City Council or the City Manager.
- C) The general Terms and Conditions, the Special Conditions, the Technical Specification, and the Bidder's Bid are collectively an integral part of the Contract between the City of North Miami and the successful Bidder.
- D) While the City of North Miami may determine to award a Contract to a Bidder(s) under this Invitation for Bid, said award may be conditional on the subsequent submission of other documents as specified in the Special Conditions. The Bidder shall be in default of any conditional award if any of these documents are not submitted in a timely manner and in the form required by the City. If the Bidder is in default, the City, through the Purchasing Director, will void its acceptance of the Bidder's offer and may determine to select the second-lowest responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the defaulting Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

1.54 AWARD OF AGREEMENT:

Contractor represents and warrants to the City that he/she has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that he/she 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.

1.55 BID 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 or prior to award.

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

1.56 OPTIONAL CONTRACT USAGE

Other State agencies, and/or Governmental Entities in the State of Florida may purchase from the resulting Contract. Contractors shall sell these

commodities or Services to the other State agencies and/or Governmental Entities in the State of Florida at the agencies' and/or entities option.

1.57 SPOT MARKET PURCHASES:

It is the intent of the City to purchase the items specifically listed in this Bid from the selected Bidder. However, items that are to be "Spot Market Purchased" may be purchased by other methods, i.e., Federal, State, or local contracts.

1.58 FORCE MAJEURE:

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 of 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 numbers 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.

1.59 NON-RESPONSIVE BIDS

Bids found to be non-responsive shall not be considered. Bids may be rejected if found to be in non-conformance with the requirements and instructions contained herein. A Bid 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.

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

1.60 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 "E"**).

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.

1.61 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This Solicitation shall require that the Respondent submits with its Response a listing of all 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"**).

1.62 BUSINESS ENTITY - RESPONDENT REGISTRATION

The City of North Miami requires individuals and 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 from our website at <https://www.northmiamifl.gov/Purchasing/> it is the responsibility of each vendor 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.

1.63 EXCEPTION TO THE SOLICITATION

Respondents may take exception to any of the terms of this Solicitation unless it specifically states where exceptions may not be taken. If a Respondent takes exception where none is permitted, the Proposal 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 Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City shall determine the acceptability of the proposed exceptions. After completing evaluations, the City may accept or reject the exceptions. When 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 Solicitation. However, the City is under no obligation to accept any exceptions. If no exception is stated, the City will assume that the Respondent has accepted all terms and conditions contained in this Solicitation.

1.64 LOCAL VENDOR PREFERENCE

The evaluation of competitive bids is subject to Section 7- 151 of the City of North Miami

Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are 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.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must complete and submit **Contract Form A-3** to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes subcontractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit **Contract Form A-6** with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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

1.65 COMMUNITY BENEFITS PLAN

Not Applicable.

1.66 MODIFICATIONS OF RESPONSE

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

1.67 TRUTH IN NEGOTIATION STATEMENT

Not Applicable.

1.68 LATE SUBMITTAL

The City will **not** accept Bids submitted after the bid submittal deadline and encourages early submittal.

1.69 SOLICITATION OPENING

Properly received Responses will be announced at the Bid Opening. Responses will be opened in the City Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street, North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.70 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.

1.71 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Chapter 2, Division 1, 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.

1.72 INSTALLATION SERVICES

The Contractor warrants and accepts that any and all Work required during the construction or installation phase, irrespective of the cause,

shall be deemed the responsibility of the Contractor at no additional cost to the City.

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

1.73 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.

1.74 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 acknowledges 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, herein after referred to as "City", is hereby soliciting Bids from qualified, licensed, and experienced contractors ("Bidders" or "Respondents") to provide the necessary supervision, labor and materials required for the 2025 Neat Streets Planting Project. This project will create canopy coverage for the City, increase quality of life for the City's residents and visitors.

2.2 **SEALED BID**

One (1) original, and one (1) digital copy on a USB Flash Drive of the completed Bid must be submitted in a sealed envelope clearly marked with the Bid title and number to the Office of the City Clerk located at, North Miami City Hall, 776 NE 125th Street, North Miami, Florida 33161 by no later than 3:30 p.m. local time on **August 18, 2025**.

2.3 **MINIMUM REQUIREMENTS**

To be considered eligible for this Solicitation, the Respondent must comply with the following. Any Bidder that fails to meet all the following requirements may be deemed "NON-RESPONSIVE". As part of their bid proposal, Bidders must submit documentation that demonstrates compliance with the following criteria:

- a. Bidder(s) must be authorized to do business in the State of Florida and must submit proof thereof. If doing business as a corporation, please submit a copy of your Sunbiz.org showing your company registered as active.
- b. Bidder must be certified/licensed in the State of Florida and shall submit a copy of one of the following:
 - **Certified Arborist Certification from the International Society of Arboriculture (ISA)**
 - **Landscape Contractor certification from the Florida Nursery, Growers, and Landscape Association (FNGLA)**
- c. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply with and submit evidence of being licensed to do business in the State of Florida to be considered for this project.
- d. Bidders must submit fully executed affidavits and "E-Verify", attached hereto as **Appendix "D"**, as part of their bid proposal.
- e. **References:** The Respondent must provide at least **three (3) references** for clients which have performed work similar to the project described in this Solicitation, **as the Prime Contractor**, within the past **five (5) years**. Preferably, such references should be for projects performed on behalf of public/government agencies located within the State of Florida.

References must be submitted on contract **Form A-14** listed in the Table of Contents.

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

2.4 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 minor irregularities and/or inconsistencies in any Bid, and to award this Contract in a manner deemed to be in the City's best interest.

Local vendor preference will be applied as applicable (see Section 2.39 below). The City reserves the right not to make any award whatsoever, or award to multiple Bidders, if determined to be in the interest of the City.

2.5 NOTICE TO PROCEED

The Respondent shall not commence any Work nor enter a Worksite, until a written Notice to Proceed (NTP) directing the Respondent to proceed with the Work has been received along with the executed Contract and Purchase Order by the respondent 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.

2.6 COMPLETION TIME

Completion of this project must be achieved within Forty-five (45) calendar days from the City's issuance of Notice-to-Proceed (NTP). The City seeks a contractor that will provide accurate and timely completion. The awarded Bidder must adhere to the completion schedule. If in the opinion of the City's project manager, the successful Bidder fails at any time to meet the requirements herein, including completion requirements, then the contract may be canceled upon written notice.

2.7 NON-EXCLUSIVE CLAUSE

If a Contract is awarded as a result of this Invitation for Bids, the Contract shall be non-exclusive and shall not in any way preclude the City from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources for the successful completion of the Project.

2.8 INSURANCE AND INDEMNIFICATION

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

a) COMMERCIAL GENERAL LIABILITY

With minimum limits of \$1 Million per occurrence, covering bodily injury, property damage, personal & advertising injury, medical expense and products completed operations – policy shall be written on an occurrence

basis. Policy limits can be extended through the purchase of an Excess/Umbrella Liability insurance (occurrence form).

b) COMMERCIAL AUTOMOBILE LIABILITY (COVERING OWNED NON-OWNED & HIRED VEHICLES)

Automobile Liability Insurance with not less than five-hundred thousand dollars (\$500,000.00) per occurrence (combined single limit) for bodily injury and property damage including coverage for any auto including owned, hired and non-owned vehicles as applicable. The Contractor and any of its approved sub-contractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired, or non-owned automobiles and/or equipment used in any capacity in connection with the execution of this Agreement. The City shall be named as an additional insured.

c) WORKERS 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.

Liability insurance shall name the City of North Miami as an additional insured and list the contract number "IFB No. 39-24-25" on the certificate. All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry. Coverage requirements apply to any sub-contractor(s) hired by the general contractor.

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

The Contractor must submit, prior to signing of Contract, a Certificate of Insurance naming the City as additional insured for Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances remain current and in effect throughout the term of Contract.

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 be issued 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 neither shall it serve to waive the immunities granted to the City by Florida Statute 768.28.

The Contractor must submit a Certificate of Insurance naming the City of North Miami as “additional insured” for the above coverages prior to issuance of a Purchase Order by the City.

2.9 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of this contract; provided, however, the Bidder may offer incentive discounts from this fixed price to the City at any time during the contractual term.

2.10 SITE INSPECTION AND DUE DILIGENCE

Bidders are required to visit the project site and become familiar with any conditions which may affect the work to be done or affect the equipment, materials, and labor required to successfully complete the project, prior to submitting their Bid. Moreover, Bidders are also obligated to carefully examine the project specifications and exercise due diligence regarding any and all pre-existing conditions at the project site which may in any manner affect the work to be performed under the Contract. No additional allowances shall be made due to the Bidder's lack of knowledge of the project requirements and site conditions.

The awarded Bidder shall be responsible for inspecting and documenting the pre-existing conditions of the project site. Any damage to public and/or private property resulting either directly or indirectly from the execution of the project by the awarded Bidder shall be repaired or replaced at the sole expense of the Bidder in a manner acceptable to the City. Such properties may include, but are not limited to, roads, driveways, sod, walls, underground utilities, trees, landscaping, etc.

Prior to the commencement of Work, the awarded Bidder shall submit to the appropriate City staff photographs and/or video recordings of any pre-existing damage to the roadways, driveways, tree trunks or limbs, approaches, sod, facilities, utilities, and ancillary improvements located at the project site and/or any surrounding areas to be accessed and/or utilized by the Bidder. Failure to properly document such pre-existing conditions and to submit said documentation as required may render the Bidder liable to repair any such damage at no expense to the City.

2.11 FAILURE TO PERFORM

In the event that the awarded Bidder fails to commence work on the project on a timely manner or if the Bidder proceeds to work on the project in an inappropriate or protracted manner, the City may notify the Bidder to cease and desist all work on the

project. If so, the City may pursue any and all remedies available to it including, but not limited to, requesting that the surety complete the work, calling on the next lowest responsive and responsible Bidder to finish the work or advertising for bids and award a new contract for the uncompleted work and charge any additional costs incurred by the City, regardless of the course of action chosen by the City, to the originally awarded Bidder.

2.12 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 Respondent 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:

2.12.1 CONTRACTOR INFORMATION:

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

2.12.2 CITY INFORMATION:

- City Purchase Order Number

2.12.3 PRICING INFORMATION:

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

2.12.4 GOODS OR SERVICES PROVIDED PER CONTRACT:

- Description
- Quantity

2.12.5 DELIVERY INFORMATION:

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

2.12.6 FAILURE TO COMPLY:

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

Payment shall be made in accordance with Section 218.735 of the Florida Statutes.

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

2.13 LIQUIDATED DAMAGES

Bidders are placed on notice that failure to achieve Final Completion of this project within **Forty-five (45) calendar days** from **NTP** shall authorize the City to charge and deduct from the Contract amount owed to the awarded Bidder a daily amount of one hundred and fifty dollars (**\$150**) will be deducted from any compensation due to the contractor as liquidated damages for each and every day which exceeds the deadline for completion.

As an alternative to liquidated damages, the City may instead notify the Bidder to cease work and proceed to complete the work in the manner deemed most appropriate by the City. The total cost incurred by the City to complete the project including, but not limited to, the cost of materials, rent, labor, equipment, supervision, and overhead shall be deducted from the originally awarded Bidder's contract and any overage shall be charged to the Bidder.

2.14 PROTECTION

The awarded Bidder shall be solely responsible for pedestrian and/or vehicular safety and guidance within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area (i.e., Maintenance of Traffic). All safety devices must have suitable and sufficient lighting for the prevention of accidents and must meet the minimum standards mandated by Federal, State, and local laws and regulations during all times until the project is completed and accepted by the City.

2.15 HOURS OF WORK & EMPLOYEE CONDUCT

The awarded Contractor may only perform work from Monday through Friday, 7:30 a.m. to 4:00 p.m., excluding holidays, unless otherwise permitted in the contract documents or when prior written approval is granted by the City. The awarded Contractor shall ensure that all personnel assigned to work on this project on their behalf must be dressed appropriately and clean at all times. Any person who is present on the job site on behalf of the Contractor must be provided and display on their clothing proper identification at all times.

All employees and sub-contractors of the awarded Contractor shall be considered to be working under the authority and sole supervision of the Contractor at all times and shall not be considered an employee nor agent of the City. Moreover, the Contractor shall be solely responsible for the conduct and actions of all persons working on their behalf in this project and the City may require the Bidder to remove any person it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City. The awarded Bidder shall present an "On Duty" supervisor at the job site who speaks and reads English at all times throughout the course of the project.

2.16 PERMITS

The awarded Bidder shall be responsible for obtaining all necessary permits including, but not limited to, permits from the appropriate agencies. All work not specifically stated herein shall be in compliance with the Florida Building Code and all other federal, state, and local codes and regulations. The awarded Bidder must post all permits in a visible location at the job site. All inspections shall be requested for a minimum of twenty-four (24) hours prior to inspection.

2.17 SUBSTITUTION DUE TO UNAVAILABILITY

If a specified product becomes unavailable or discontinued, the Contractor may propose a substitute product. The proposed substitute must be of equal or superior quality and performance. The Contractor shall provide documentation from the manufacturer and/or suppliers confirming the unavailability of the specified product and submit the proposed substitute for approval to City's staff.

2.18 COMPLETE PROJECT REQUIRED

The plans, drawings and specifications attached hereto to this Solicitation describe the various items or classes of work required, enumerating, or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Bidder from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

2.19 OMISSION FROM THE SPECIFICATION

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.

2.20 FEDERAL AND STATE REGULATIONS

The awarded Bidder shall comply with the latest edition of the Florida Building Code and all other applicable federal, state, and local rules and regulations that apply to the execution and satisfactory completion of the project.

2.21 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. The awarded Contractor shall be responsible for ensuring that all Work carried out under this Contract shall conform to all relevant OSHA, State and City regulations during the entire course of this project. 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.

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.

Contractor shall cause a minimum of inconvenience to the public and to local business activities and shall ensure that the public roadways and any improvements in the vicinity of the work site remain open to the public, whenever it doesn't pose a safety and/or health hazard.

Contractor shall at all times, during the performance of Services, keep the Worksite free and clear of all rubbish and debris. Any material or waste generated by Contractor, or its employees, agents, and Subcontractors shall be removed and disposed of by the Contractor at its expense, to the satisfaction of the City. In the event Contractor fails to remove all rubbish, debris, materials, and waste from the

Worksite, the City may employ labor and equipment necessary to clear the site and charge Contractor for the City's cost incurred cleaning the site.

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 execution of the work. Contractor shall leave the Worksite 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.

Contractors shall maintain suitable and sufficient guards, barriers, and lighting for the prevention of accidents. The Contractor shall comply with all applicable minimum safety standards required by local, county, state, and federal regulations.

2.22 CLEAN UP

All unusable materials and debris (tree limbs and leaves) 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 agree with the Project Manager. A \$100 fine will be assessed for each violation.

2.23 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECT

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

2.23.1 The materials may be returned to the Respondent at the Respondent's expense and the Contract canceled; or

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

2.24 INSPECTION BY THE CITY

The Respondent is required to schedule on-site inspections at times which are mutually convenient to the Respondent and the City's officials and shall be performed prior to the final completion of the Project in order to evaluate the placement of controls, structural changes, and general construction techniques. The Respondent shall provide reasonable notice to the City prior to the scheduling of these on-site inspections.

The City reserves the right to require modifications to the Project if such modifications are necessary in order to bring the Project into compliance with the Contract specifications and/or applicable building code requirements.

Requests for Information during the construction phase of the project must be submitted in writing to both the City and Consultant and shall be addressed within 48 hours of receipt.

2.25 ACCEPTANCE OF EQUIPMENT (PRODUCTS) BY THE CITY

The equipment (products) to be furnished by the Contractor pursuant to award of this Contract shall be delivered to the project site and maintained, if applicable, in full compliance with the specifications and requirements set forth and/or referenced in the Contract. If any equipment (product) furnished by the Contractor is determined by the City to be in non-compliance with the specifications and requirements set forth and/or referenced in the Contract, the City may either request that the Contractor remove the respective equipment (product) from the project site or the City may have it removed and returned to the Contractor, all at the Contractor's expense. As the City's sole option, the Contractor may be required to provide an acceptable replacement for the non-compliant item or the City may purchase an acceptable replacement and deduct the entire cost from any amounts due and payable to the Contractor. The Contractor shall not assess any additional charge(s) for any conforming action taken by the City under this clause.

2.26 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.

2.27 COMPLIANCE WITH FEDERAL STANDARDS

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

2.28 DEFICIENCIES IN WORK TO BE CORRECTED BY THE RESPONDENT

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

2.29 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation 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.

2.30 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.

2.31 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

The Respondent is required to identify any and all Subcontractors and/or suppliers that will be used in the performance of the proposed Contract and to clearly identify in their Proposal the percentages of Work to be performed by their subcontractors (**see Form A- 6**).

The awarded Respondent 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 identification at all times.

All employees of the Contractor shall be considered to be all times the sole employees of the Contractor, under the Contractor's sole direction, and not an employee of the City of North Miami. 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.

2.32 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.

2.32.1 In no event will any such elections by the City Manager be deemed to be a waiving of the Project criteria.

2.32.2 The Respondent who is selected for the Project will be required to fully comply with the Project criteria for the Price Bid, regardless of whether the Solicitation may have been based on a variation from the Project criteria.

2.32.3 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.

2.33 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractors must be prepared to answer any questions if requested by Council

and/or authorized by the City representative. Contractor will be required to attend City Council meeting for approval of award. The contractor will be notified of the date and time of this meeting.

2.34 LOCAL BUSINESS PREFERENCE

The evaluation of competitive bids is subject to Section 7- 151 of the City of North Miami Code of Ordinances which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses.

This preference shall apply to submittals received from bidders in the purchase of supplies or services in which objective factors are 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.

To satisfy this requirement, the business shall affirm in writing that it meets the following requirements:

Business must be located in the City of North Miami (City) with a current city business tax receipt and certificate of use issued at least twelve (12) months prior to the City's issuance of the Solicitation AND;

Business must have a physical business location/address located within the City's limits, in an area zoned for the conduct of such business, from which the vendor operates or performs business on a day-to-day basis, that is a substantial component of the goods or services being offered to the City AND;

Business must complete and submit Contract Form A-3 to certify in writing and provide all required documentation supporting its compliance with the foregoing at the time of submitting its bid or proposal by signing and notarizing this form.

Alternatively, a business who subcontracts at least twenty (20) percent of the contractual amount of a City project with subcontractors who meet the above-listed criteria is deemed a Local Business for award of preference in accordance with Section 7-151 of the City of North Miami Code of Ordinances. In the event that the prime Bidder/Respondent utilizes subcontractors to qualify for Local Business Preference, the prime Bidder/Respondent must also submit Contract Form A-6 with their submittal, along with this form.

Business location means a permanent office or other site where the local business conducts, engages in, or carries on all or a portion of its business. A post office box or location at a postal service center shall not constitute a business location.

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

END OF SECTION

SECTION 3.0 SCOPE OF SERVICES

3.1 SCOPE OF WORK

The City of North Miami is requesting quotes from qualified vendors to provide all labor, equipment, materials, and expertise required to complete the City's 2025 Neat Streets Tree Planting Project. This project shall consist of planting native shade trees in the right-of-way swales of the neighborhoods indicated in Attachment "A" of this Invitation to Bid (IFB).

A. MATERIALS

1. Trees: Shall be free of scars, lesions, un-uniformed rings, receding trunk around root initiation zone, penciling, girdling roots, etc. All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants" linked below:

<https://ccmedia.fdacs.gov/content/download/103635/file/grades-and-standards-for-nursery-plants-2022.pdf>

2. Trees shall have and be maintained with a trunk clearance of four (4) feet (no multi- trunk).
3. Soil: Backfill planting holes after tree is set with a soil mix consisting of a homogenous mixture of 40% sand, 25% Canadian peat moss, 20% sterilized muck, 15% pine bark, mixed with 50% of soil from the excavated hole (soil amendments as needed).
4. Mulch Material: Shall be moistened at the time of application to prevent wind displacement and applied at a minimum depth of three inches. A mulch ring must surround the tree 24" in radius and mulch should not be within the tree trunk by a 3" radius. Cypress Mulch is prohibited.
5. A protective trunk guard must be installed on each tree. This will protect the tree from mechanical damage.

B. TREE CRITERIA The following types of plants and related sizes will be installed

Botanical Name	Common Name	Quantity	Clear Trunk	Minimum Caliper	Container	Minimum Size
Quercus virginiana	Live Oak	42	4 ft.	2 in.	25-30 gal	12 ft. Height overall x 5 ft. Spread
Bursera simaruba	Gumbo Limbo	16	4 ft.	2 in.	25-30 gal	12 ft. Height overall x 5 ft. Spread
Simarouba glauca	Paradise Tree	30	4 ft.	2 in.	25-30 gal	12 ft. Height overall x 5 ft. Spread
Ilex cassine	Dahoon Holly	12	4 ft.	2 in.	25-30 gal	12 ft. Height overall x 5 ft. Spread
Lysiloma latisiliqua	Wild Tamarind	15	4 ft.	2 in.	25-30 gal	12 ft. Height overall x 5 ft. Spread

C. PLANTING LOCATIONS

See Attachment “A” of this IFB for a map of proposed locations for tree placement. A detailed version of this map can be accessed at the link below:

https://www.google.com/maps/d/viewer?mid=1N_Y9RIBA5AwFJapY1sIG3HUCHUDUJo&ll=25.898869755035182%2C-80.2037345894374&z=15

Trees shall have a minimum overall height of 12 feet and 2-inch caliper at time of installation. When installed in roadways, trees shall have a maximum average spacing of 35 feet on center and be placed within 7 feet of the edge of the roadway pavement and/or where present, within 7 feet of the sidewalk. If trees are proposed under overhead power lines, they shall have a minimum overall height of eight (8) feet and a minimum caliper of one-half (1.5) inch at the time of planting. The maximum average spacing in this case shall be 25 feet. The contractor must ensure that trees are installed in a way that complies with site triangle regulations and are not planted within no planting zones.

D. INSTALLATION

The Contractor will install trees in locations as indicated on the plans (**see Attachment “A”**). Trees will be set level with their original grade. Trees shall not be plugged and set as indicated on-site. The trees shall be thoroughly watered. A 6-inch-high rim of dirt with mulch shall be installed around the edge of the excavated hole to form a saucer shape which will hold water around the root ball. Trees shall be braced to ensure their stability for the guarantee period.

In the event that residents decide to opt out of the free tree planting, the winning bidder will be required to plant those specific trees in an alternate public location, adhering to specifics herein, at the location choice of the City (e.g. parks, open spaces, etc.).

E. UTILITIES

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

F. ADJUSTMENTS

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

G. MAINTENANCE

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

Contractor shall be responsible for the following:

- a) Remove all tree bracings one (1) year after installation and ensure that each tree is fully established into the planting site.
- b) Provide a one-year warranty for each tree.
- c) Provide a cost breakdown for the cost of watering during the one (1) year post maintenance period. **Vendors must submit a proposed watering schedule with their submittals.**
 - c.1. Watering frequency is to be as follows (rain events may reduce this), unless an alternate schedule is provided in writing:
 - a. Every other day for the first 6 weeks

- b. Every 3 days for the next 6 weeks
- c. As needed for 1 year
- d) Trees shall have and be maintained with a trunk clearance of four (4) feet (no multi- trunk).
- e) Submit final report on tree status at the end of the first year of tree planting.

ATTACHMENT:

Attachment A – Map of Planting Locations

All referenced forms can be found on the City's website at

<https://www.northmiamifl.gov/217/Contract-Forms>

- A-1** Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- A-2** Non-Collusive Bid Certificate
- A-3** Local Preference Affidavit (if applicable)
- A-3(a)** Statement of intent (if applicable)
- A-4** Questionnaire Instructions
- A-5** Addendum to Bid Documents (if applicable)
- A-6** Disclosure of Subcontractors and Suppliers (if applicable)
- A-9** Bid Bond (not applicable)
- A-10** Performance Bond (not applicable)
- A-11** Labor and Materials Payment Bond (not applicable)
- A-14** References

END OF SECTION



APPENDIX “A” BID SUBMITTAL FORM



BID SUBMITTAL FORM

2025 Neat Streets Planting Project

IFB No. 39-24-25

Description of work items are listed below per the requirements detailed in this Invitation to Bid. Pricing for all items shall include costs of materials, labor, supervision, equipment and other required professional and construction related services. **Pricing should be inclusive of the cost of plant material, delivery, installation, and services (including watering) required during the one-year maintenance period as described in this Invitation for Bid.**

Bidder must submit a proposed watering schedule with their quote in accordance with Section 3.1 (G) of this IFB. As stated above, the cost of watering should be included as part of the pricing provided below.

Note: The prices quoted for the tree species must be reflective of the "Tree Criteria" stipulated in this IFB in Section 3.1 (B).

Note: Substitutions will not be allowed at a later date.

Note: A trunk guard is required to be installed for each tree as identified in Section 3.1 (A) above

The Contractor must be able to complete the following work within Forty-Five (45) days from the City's issuance of Notice to Proceed (NTP).

Botanical Name	Common Name	Unit Cost	Quantity	Total
Quercus virginiana	Live Oak		42	
Bursera simaruba	Gumbo Limbo		16	
Simarouba glauca	Paradise Tree		30	
Ilex cassine	Dahoon Holly		12	
Lysiloma latisilqua	Wild Tamarind		15	
Total Quote:				

Addenda Received: Yes No
If yes, please indicate the number of addenda received: _____

All Addenda are posted on the City's website at:

<https://www.northmiamifl.gov/bids.aspx>

- The Respondent acknowledges that this Project must be completed within **Forty-five (45) calendar days** from the City's issuance of a Notice-to-Proceed.
- 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 sixty (60) days from Bid Opening through award of this Contract.
- 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)

Date:

Authorized Company Representative (Signature)

Date:

Submittal Checklist:

- ☐ Completed Bid Form
- ☐ Watering Schedule (for one-year maintenance period)
- ☐ Proof of authorization to do business in the State of Florida
- ☐ Certified Arborist Certification or Landscape Contractor Certification
- ☐ Form A-3 - Local Business Preference Affidavit (*only submit if applicable*)
- ☐ Form A-6 - Bidder Disclosure of Subcontractors (*only submit if applicable*)
- ☐ Form A-14 – References
- ☐ Proof of insurance meeting or exceeding the coverage listed in Section 2.6 or a letter of intent to provide the required insurance if awarded a Contract.

It is hereby certified and affirmed that the respondent shall accept any awards made as a result of this quotation. Respondents further agree that prices quoted will remain fixed for a period of sixty (60) days from the date quotation is due.

Authorized Signature: _____ **Title:** _____

Print/Type Name: _____ **Phone:** _____

E-mail: _____ **Fax:** _____

Firm Name: _____ **F.E.I.D. No.:** _____

Address: _____ **City:** _____ **State:** _____

NOTES:

- 1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified**
- 2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award**



APPENDIX “B”

COVER PAGE & CONTACT INFORMATION FORM



COVER PAGE & CONTACT PERSON INFORMATION

2025 Neat Streets Planting Project

IFB No. 39-24-25

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 either an authorized officer 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 for any correspondence related to this Solicitation.

Legal Name of Proposer(s): _____

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 Bid and that all statements made in this document are true and correct to the best of my knowledge.
2. By submitting a Bid, the Respondent certifies that the Respondent has fully read and understands the Solicitation and has full knowledge of the scope, nature, and quality of Work to be performed.
3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also, the Respondent agrees to hold this offer open for a period of sixty (60) 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.

Company Name

Authorized Representative (Print Name)

Title:

Signature

Date:



APPENDIX “C”

MINIMUM REQUIREMENTS & BID SUBMITTAL CHECKLIST



MINIMUM REQUIREMENTS
2025 Neat Streets Planting Project
IFB No. 39-24-25

#	Description	Check List
1.	The Respondent shall be licensed to do business in the State of Florida. Bidders submitting proposals as joint ventures shall submit a fully executed copy of their joint venture agreement. The joint venture must also comply and submit evidence of being licensed to do business in the State of Florida in order to be considered for this project.	Attach Copy of Active Sunbiz.org Registration
2.	Certified Arborist Certification from the International Society of Arboriculture (ISA) OR Landscape Contractor certification from the Florida Nursery, Growers, and Landscape Association (FNGLA)	Attach Copy of Active License(s)
3.	Provide documentation that demonstrates the Bidder has a minimum of five (5) years of experience doing similar work in the State of Florida.	Attach Relevant Documents
4.	References: The Respondent must provide at least three (3) references of clients for which it has performed work similar in scope to the project described in this Solicitation within the past five (5) years . If available, such references should be for projects performed on behalf of public/government agencies located within the State of Florida. References must be submitted on contract Form A-14 listed under the Table of Contents.	Attach Form A-14



RESPONSE SUBMITTAL CHECKLIST
2025 Neat Streets Planting Project
IFB No. 39-24-25

This checklist is provided only as a reference document for Bidders and outlines documents which must be submitted as part of the Bid proposal. Any Bid received without any one or more of these documents may be rejected as being “Non-Responsive”.

Please be advised that this checklist **should not** be interpreted as a comprehensive list of all information required by this Solicitation from prospective Bidders. It simply serves as a guide for the most significant documents to be included in the Bidder's proposal and should be enhanced as deemed necessary by each Respondent.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Cover Page/Information Sheet	
	Bid Form	
	Minimum Requirements Checklist	
	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 (if applicable)	
	A-3(a) Statement of Intent (if applicable)	
	A-4 Questionnaire Instructions	
	A-5 Acknowledgement of Addenda (if applicable)	
	A-6 Disclosure of Subcontractors & Suppliers (if applicable)	
	A-7 Insurance Requirements	
	A-9 Bid Bond (not applicable)	
	A-14 References	



APPENDIX “D”

AFFIDAVITS & E-VERIFY



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the City. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the City.

<p>_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)</p> <p><small>Bidder's/Proposer's Legal Company Name</small></p> <p>of Section 287.138, F.S.</p> <p>Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.</p> <p>Print Name of Bidder's/Proposer's Authorized Representative: _____</p> <p>Title of Bidder's/Proposer's Authorized Representative: _____</p> <p>Signature of Bidder's/Proposer's Authorized Representative: _____</p> <p>Date: _____</p>
--



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the City (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative:

Title of Contractor's Authorized Representative:

Signature of Contractor's Authorized Representative:

Date:



Prohibition against contracting with Scrutinized Companies
[PURSUANT TO FLORIDA STATUTE § 287.135]

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not: Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

E-Verify Affidavit

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of North Miami are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

Company Name

Offeror Signature

Date

Print Name

Title

Federal Employer Identification Number (FEIN)

Notary Public Information

Sworn to and subscribed before me on this this _____ day of _____, 2024.

By _____

☐ Is personally known to me

☐ Has produced identification (type of identification produced: _____)

Signature of Notary Public

Print or Stamp of Notary Public

Expiration Date



APPENDIX “E” CONE OF SILENCE

Cone of Silence Notification

2025 Neat Streets Planting Project

IFB No. 39-24-25

DIVISION 8. CONE OF SILENCE

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 staff.

(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.

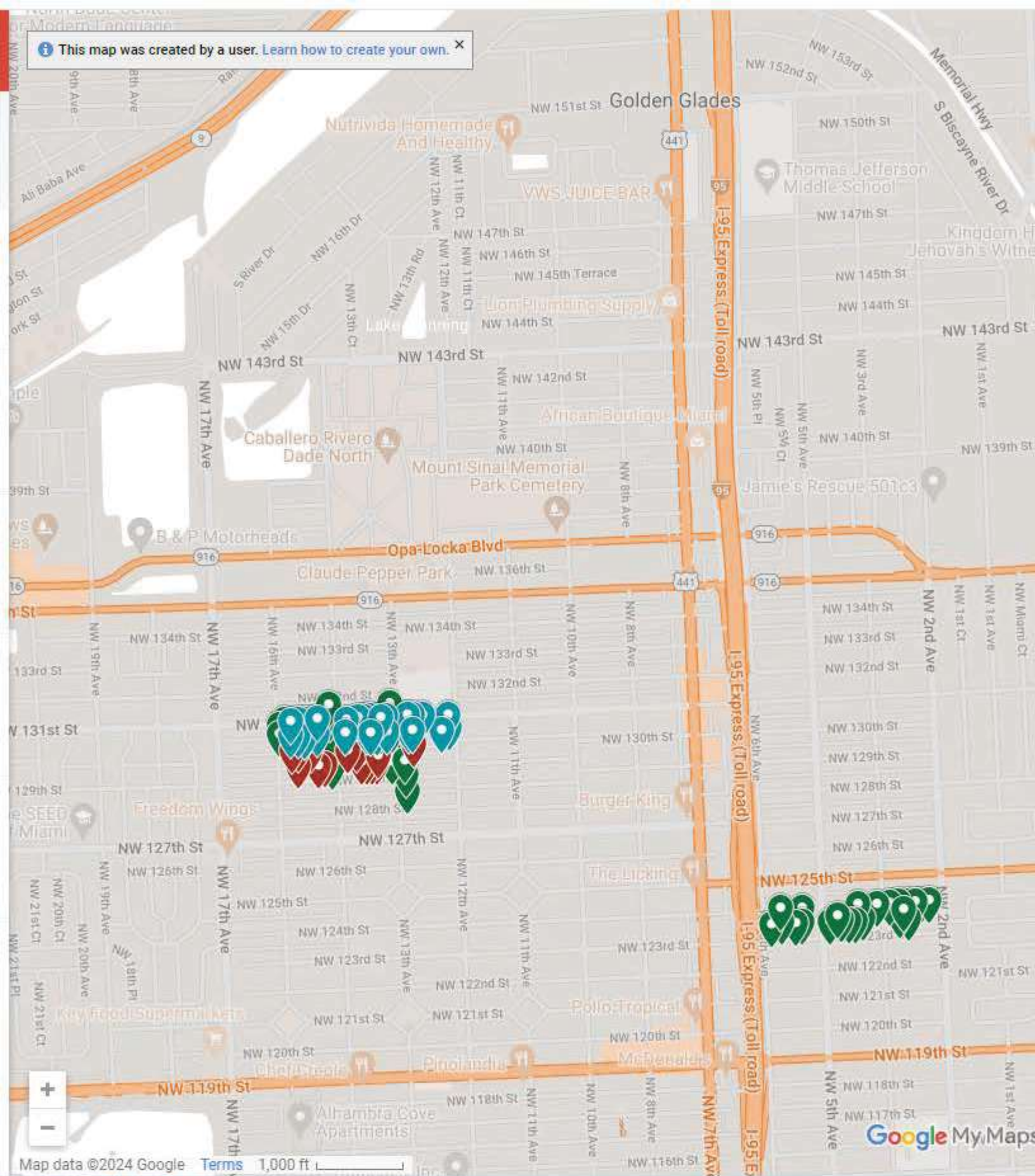
(b) The cone of silence shall terminate at the time the city manager makes his or her written recommendation of award; provided, however, that if the city manager refers the recommendation back to the director of the purchasing department for further review, the cone of silence shall be re-imposed until 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.



ATTACHMENT "A"
MAP OF PLANTING LOCATIONS AND THE
LEGEND


This map was created by a user. [Learn how to create your own.](#) X





Live Oak




 All items



Gumbo Limbo




 All items



Dahoon Holly




 All items



Wild Tamarind



 All items



Paradise



 All items



ATTACHMENT "B"
STREET ADDRESS OF PROPOSED TREE
PLANTS

Address Street Proposed Tree

245 123RD ST NW Live Oak
255 123RD ST NW Live Oak
275 123RD ST NW Live Oak
295 123RD ST NW Live Oak
300 123RD ST NW Live Oak
370 123RD ST NW Live Oak
375 123RD ST NW Live Oak
375 123RD ST NW Live Oak
395 123RD ST NW Live Oak
405 123RD ST NW Live Oak
430 123RD ST NW Live Oak
435 123RD ST NW Live Oak
450 123RD ST NW Live Oak
470 123RD ST NW Live Oak
480 123RD ST NW Live Oak
480 123RD ST NW Live Oak
490 123RD ST NW Live Oak
525 123RD ST NW Live Oak
530 123RD ST NW Live Oak
540 123RD ST NW Live Oak
585 123RD ST NW Live Oak
580 123RD ST NW Live Oak
590 123RD ST NW Live Oak
1275 129TH ST NW Gumbo Limbo
1330 129TH ST NW Gumbo Limbo
1330 129TH ST NW Gumbo Limbo
1335 129TH ST NW Gumbo Limbo
1340 129TH ST NW Gumbo Limbo
1345 129TH ST NW Gumbo Limbo
1350 129TH ST NW Gumbo Limbo
1360 129TH ST NW Gumbo Limbo
1375 129TH ST NW Gumbo Limbo
1385 129TH ST NW Gumbo Limbo
1510 129TH ST NW Gumbo Limbo
1520 129TH ST NW Gumbo Limbo
1545 129TH ST NW Gumbo Limbo
1570 129TH ST NW Gumbo Limbo
1575 129TH ST NW Gumbo Limbo
1585 129TH ST NW Gumbo Limbo
1200 130TH ST NW Paradise Tree
1205 130TH ST NW Paradise Tree
1220 130TH ST NW Paradise Tree
1255 130TH ST NW Paradise Tree

1270 130TH ST NW Paradise Tree
1275 130TH ST NW Paradise Tree
1280 130TH ST NW Paradise Tree
1285 130TH ST NW Paradise Tree
1310 130TH ST NW Paradise Tree
1315 130TH ST NW Paradise Tree
1320 130TH ST NW Paradise Tree
1325 130TH ST NW Paradise Tree
1330 130TH ST NW Paradise Tree
1335 130TH ST NW Paradise Tree
1340 130TH ST NW Paradise Tree
1345 130TH ST NW Paradise Tree
1350 130TH ST NW Paradise Tree
1355 130TH ST NW Paradise Tree
1365 130TH ST NW Paradise Tree
1380 130TH ST NW Paradise Tree
1385 130TH ST NW Paradise Tree
1520 130TH ST NW Paradise Tree
1525 130TH ST NW Paradise Tree
1535 130TH ST NW Paradise Tree
1540 130TH ST NW Paradise Tree
1545 130TH ST NW Paradise Tree
1560 130TH ST NW Paradise Tree
1565 130TH ST NW Paradise Tree
1580 130TH ST NW Paradise Tree
1585 130TH ST NW Paradise Tree
651 139TH ST NE Wild Tamarind
664 139TH ST NE Wild Tamarind
721 139TH ST NE Wild Tamarind
741 139TH ST NE Wild Tamarind
741 139TH ST NE Wild Tamarind
771 139TH ST NE Wild Tamarind
801 139TH ST NE Wild Tamarind
810 139TH ST NE Wild Tamarind
811 139TH ST NE Wild Tamarind
940 139TH ST NE Wild Tamarind
950 139TH ST NE Wild Tamarind
951 139TH ST NE Wild Tamarind
961 139TH ST NE Wild Tamarind
970 139TH ST NE Wild Tamarind
980 139TH ST NE Wild Tamarind
12755 13TH AVE NW Live Oak
12825 13TH AVE NW Live Oak
12840 13TH AVE NW Live Oak

12875 13TH AVE NW Live Oak
12920 13TH AVE NW Live Oak
12940 13TH AVE NW Live Oak
12955 13TH AVE NW Live Oak
13025 13TH AVE NW Live Oak
13040 13TH AVE NW Live Oak
680 144TH ST NE Dahoon Holly
750 144TH ST NE Dahoon Holly
850 144TH ST NE Dahoon Holly
864 144TH ST NE Dahoon Holly
870 144TH ST NE Dahoon Holly
880 144TH ST NE Dahoon Holly
970 144TH ST NE Dahoon Holly
785 145TH ST NE Dahoon Holly
12880 15TH AVE NW Live Oak
12900 15TH AVE NW Live Oak
12925 15TH AVE NW Live Oak
12970 15TH AVE NW Live Oak
13020 15TH AVE NW Live Oak
13070 15TH AVE NW Live Oak
13100 3RD CT NE Dahoon Holly
13140 3RD CT NE Dahoon Holly
13310 3RD CT NE Dahoon Holly
13350 3RD CT NE Dahoon Holly
13025 16TH AVE NW Live Oak
13025 16TH AVE NW Live Oak
12975 16TH AVE NW Live Oak
12975 16TH AVE NW Live Oak